



**REQUEST FOR PROPOSALS
FOR
TREE CARE SERVICES**

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I. SUMMARY

Battery Park City Authority d/b/a Hugh L. Carey Battery Park City Authority (“BPCA”) requests proposals (individually a “Proposal” and collectively the “Proposals”) from certified arborists (individually a “Proposer” and collectively the “Proposers”) to provide BPCA Tree Care Services in accordance with the Scope of Work attached hereto as Exhibit A (the “Work”).

Created in 1968, BPCA is a New York State public benefit corporation responsible for financing, developing, constructing, maintaining, and operating Battery Park City as a richly diversified mixed use community providing residential and commercial space, with related amenities such as parks, plazas, recreational areas, and a waterfront esplanade. A summary of BPCA’s structure, mission, and history, as well as the Battery Park City project area, may be viewed at: <http://bpca.ny.gov/>. Public information regarding BPCA’s finances, budget, internal controls, guidelines, and policies may be viewed at: <http://bpca.ny.gov/public-information/>. Information relating to the Battery Park City Parks Conservancy Corporation (“BPCPC”), BPCA’s affiliate, may be viewed at: <http://bpcparks.org/>.

New York State-certified Minority-Owned Business Enterprises (“MBE(s)”), Women-Owned Business Enterprises (“WBE(s)”), and Service-Disabled Veteran-Owned Business Enterprises (“SDVOB(s)”) are encouraged to submit Proposals.

II. GENERAL PROVISIONS

This request for Proposals, including attachments, exhibits, and any amendments or addenda (collectively, the “RFP”) is subject to the rights reserved by BPCA, including, but not limited to BPCA’s right to:

- withdraw and/or cancel this RFP at any time before final award of the contract;
- request clarification and/or additional information from any or all Proposers;
- amend any term or requirement of this RFP at any time before award of a contract (Proposers may amend their Proposals, as directed by BPCA, if BPCA materially alters or amends the RFP after submission of Proposals);
- alter any key dates or deadlines related to this RFP;
- award the Work, in whole or in part, to one or more Proposers with or without interviews or negotiations;
- reject any Proposal that does not strictly conform to the requirements of this RFP;
- conduct an interview with any or all of the Proposers to aid the evaluation process; and
- negotiate potential contract terms with any Proposer.

BPCA is not liable or responsible in any way for any expenses incurred in the preparation of a Proposal in response to this RFP. All information submitted in response to this RFP is subject to the Freedom of Information Law, Article 6 of the New York State Public Officers Law (“FOIL”), which requires public access to certain documents possessed by BPCA, unless a specific exemption applies. Proposers are responsible for identifying any information in their respective Proposals considered to be confidential and exempt from FOIL. BPCA, however, is obligated to disclose information consistent with the requirements of FOIL, NYS Public Officers Law Section 87.

III. TIMETABLE & DESIGNATED CONTACT

A. Key Dates

Subject to change at BPCA’s discretion, the following are key dates for this RFP:

- RFP issued: June 28, 2021.

- Pre-proposal meeting: July 13, 2021, 10:30 a.m. EST. The pre-proposal meeting will be held via GoToMeeting.

RSVP to emily.birdseye@bpca.ny.gov by July 12, 2021, 12:00 p.m.

- Deadline to submit questions to BPCA: July 20, 2021 by 4:00 p.m. (by email only)

All questions regarding this RFP should be submitted in writing via email to the “Designated Contact”: Emily Birdseye, Assistant Contracting Officer, Battery Park City Authority, at emily.birdseye@bpca.ny.gov.

- BPCA’s response to substantive questions: July 27, 2021 (by email)
- PROPOSAL DUE DATE: August 5, 2021 by 4:00 p.m. EST (the “Due Date”)

B. Anticipated Contract Term

The anticipated term of the contract awarded pursuant to this RFP (the “Contract”) will be three (3) years. BPCA reserves the right to terminate the Contract at any time, with or without cause, in accordance with the terms of the Contract. BPCA’s sample form of contract (the “Standard Form Contract”) is attached as Exhibit F.

IV. GENERAL REQUIREMENTS

A. Minimum Qualification Requirements

The following are the minimum qualification requirements for this RFP. Proposals that fail to meet these requirements will be rejected.

- 1) Proposer must have an office in New York State (a New York City office is preferred);
- 2) Proposer must be lawfully authorized to perform the Work in the State of New York;
- 3) Proposer must employ an International Society of Arboriculture (“ISA”) Certified Arborist; and
- 4) Proposer must have at least five (5) years of experience in providing tree care services in an urban environment.

B. MBE/WBE/SDVOB Participation, Joint Ventures, and Sub-contracting Goals

Contractor requirements and procedures for business participation opportunities for New York State certified MBEs/WBEs/SDVOBs and equal employment opportunity requirements relating to minority group members and women are attached as Exhibit C. For questions relating to MBE/WBE/SDVOB participation, joint ventures and sub-contracting goals *only*, please contact the “MBE/WBE/SDVOB Designated Contact” Mr. Justin McLaughlin-Williams at justin.mclaughlin-williams@bpca.ny.gov or 212-417-2337.

C. Restricted Period

New York State’s State Finance Law sections 139-j and 139-k apply to this RFP, restricting Proposers’ contacts with BPCA. Proposers are restricted from making any contact (defined as oral, written or electronic communications with BPCA under circumstances where a reasonable person would infer that a

communication was intended to influence BPCA's conduct or decision with respect to a procurement) relating to this RFP with anyone other than the Designated Contact, as specified in Section III.A., or MBE/WBE/SDVOB Designated Contact, as specified in Section IV.B., from the time of Proposer's receipt of notice of this RFP through the date of the Final Award as defined in BPCA's Procurement Guidelines (the "Restricted Period"). BPCA employees must record certain contacts during the Restricted Period, including, but not limited to, any oral or written communications that could reasonably be seen as intended to influence BPCA's conduct or award of this RFP. Upon notice of an improper contact, BPCA shall make a determination regarding the Proposer's eligibility to continue participating in this RFP.

D. Submission of Proposals

Proposals must be received by BPCA no later than 4:00 p.m. on August 5, 2021.

- Each Proposer must e-mail their Technical Proposal to the following e-mail address:
technicalproposals@bpca.ny.gov

The Technical Proposal must be clearly labeled as "Proposal Enclosed – TREE CARE SERVICES."

- Each Proposer must also e-mail their Cost Proposal to the following e-mail address:
costproposals@bpca.ny.gov

The Cost Proposal must be separately attached and clearly labeled as "Cost Proposal – TREE CARE SERVICES."

- **Each Proposer is responsible for the successful delivery and receipt of their Proposal. BPCA is not accepting Proposals sent via messenger, overnight courier, or certified mail to BPCA offices.** If a Proposer has already sent a Proposal via one of these methods, please e-mail the Proposal to the above e-mail address by the Due Date. If a Technical Proposal's file size is too large to submit by e-mail, the Proposer must make alternate electronic accommodations (e.g., linking to a file sharing website), which shall also be transmitted through **technicalproposals@bpca.ny.gov**. Please contact the Designated Contact prior to the Due Date in order to ensure successful transmission of the documents prior to the Due Date.
- Proposals *must* arrive at the time and place specified herein. Please leave ample time for submission. Late Proposals, no matter the cause of their lateness, will NOT be accepted. Hard copy or faxed Proposals will NOT be accepted. A Proposer may, after submitting a Proposal, amend its Proposal by submitting an amended Proposal, clearly labeled "Amended Proposal – TREE CARE SERVICES," as long as the amended Proposal is submitted by the Due Date.

V. PROPOSAL FORMAT AND CONTENTS

A. Proposal Format

The Proposal must:

- Be formatted to the size of 8½" x 11" paper;
- Have numbered pages; and
- Be no longer than ten (10) single-sided pages, exclusive of the Cover Letter, Cost Proposal, and Required Attachments.

B. Proposal Content

In addition to the separately sent Cost Proposal, described in Section VIII below, each Proposal must include the following in the order listed:

- 1) Cover Letter, signed by a person within the firm who is authorized to bind the Proposer, which includes representations that:
 - (a) Except as disclosed in the Proposal, no officer or employee of the Proposer is directly or indirectly a party to or in any other manner interested financially or otherwise in this RFP;
 - (b) Proposer satisfies all of the minimum qualification requirements in Section IV.A; and
 - (c) Proposer has reviewed BPCA's Standard Form of Contract, attached as Exhibit F to this RFP, and either has no objections or has detailed their objections in an appendix to their Proposal.
- 2) Executive Summary.
- 3) Responses to the Questions, as well as all of the Information Required (Sections VI.A. and B.).
- 4) Required Attachments (Section VI. C.).

BPCA reserves the right to reject any Proposals that fail to include any required item described in this Section V. B., including Cover Letters that are unsigned or fail to include each of the above representations (including an appendix, if applicable).

VI. INFORMATION REQUIRED

A. Questions and Information Sought Relating to the Work

- 1) Describe your firm's background, services, size, and history as these factors are relevant to the Work, with an emphasis on performing tree care services in an urban environment and/or for a public sector client.
- 2) Describe your proposed approach, and methodology for tree care and pruning, tree/stump removal, and tree planting. Please outline techniques and equipment that you may utilize. Describe your firm's approach to tree care consulting.
- 3) Please describe your experience performing on-call tree care, pruning, removal, planting and consultation work in other parks and other public spaces.
- 4) Describe your firm's experience managing on-call tree care work with multiple clients during an emergency situation such as after a localized or regional severe weather. How are priorities managed?
- 5) Outline your team's relevant professional qualifications and affiliations. List key members of the team you intend to assign, identify any subcontractors you intend to use for this engagement, and describe the services to be performed by each subcontractor.
- 6) Describe your proposed team's experience with similar work for other public entities, with an emphasis on New York State public entities.

- 7) Clearly identify any information in your Proposal that you believe to be confidential and exempt from FOIL, and state the reasons. Please note that this question is for informational purposes only, and BPCA will determine, in its sole discretion, whether requested documents are exempt from disclosure under FOIL.
- 8) Identify any and all exceptions taken to BPCA's Standard Form of Contract, attached as Exhibit E, explaining the reasons for such exceptions. Such exceptions must be detailed in an appendix to your Proposal labeled, "Appendix: Objections to BPCA Form of Contract." No exceptions to the Contract will be considered by BPCA after submission of the Proposals. BPCA maintains the right to reject Proposals based on non-conformance with the Standard Form of Contract.
- 9) Provide at least three (3) client references for whom your firm has performed similar work to that requested in this RFP. For each client, describe the project, the project's date(s), and services performed, and provide the name, address, and telephone number for a person at client's firm familiar with such work.

B. Questions and Information Sought Relating to Proposer's Firm & Eligibility

- 1) Within the past three (3) years, have there been any significant developments in your firm such as changes in ownership or restructuring? Do you anticipate any significant changes in the near future? If so, please describe.
- 2) How does your firm identify and manage conflicts of interest?
- 3) Are there any potential conflict of interest issues posed by your firm's performance of the Work on behalf of BPCA?
- 4) Has your firm or have any of the firm's partners/employees been disciplined or censured by any regulatory body within the last five (5) years? If so, please describe the relevant facts.
- 5) Within the last five (5) years, has your firm, or a partner or employee in your firm, been involved in litigation or other legal proceedings relating to the provision of professional services? If so, please provide an explanation and the current status or disposition of the matter.
- 6) List any professional or personal relationships your firm's principals or managers may have with BPCA's Board Members and/or employees, a list of which is attached as Exhibit E.
- 7) If selected, will your firm assign any person to this engagement who was previously an employee of BPCA or BPCPC? If so, please: i) identify when (month and year) that person's employment at BPCA/BPCPC terminated, and ii) describe that person's involvement, if any, with matters related to this RFP during his/her employment at BPCA/BPCPC.
- 8) In the past five (5) years, have any public sector clients terminated their working relationship with your firm? If so, please provide a brief statement of the reasons. Provide the name of the client and provide a contact person, address and telephone number.

C. Required Attachments

- 1) Mandatory Forms:

Each Proposal must include a completed copy of all “Mandatory Forms” found at: <https://bpca.ny.gov/wp-content/uploads/2015/03/Mandatory-Forms.pdf>. The Mandatory Forms include the following:

- a) NYS Standard Vendor Responsibility Questionnaire, notarized and signed by the individual(s) authorized to contractually bind the Proposer, indicating the signer’s title/position within the firm.*
 - b) State Finance Law § 139 Form 1, signed by the individual(s) authorized to contractually bind the Proposer.*
 - c) W-9 form.
 - d) Statement of Non-Collusion.
 - e) MBE/WBE/SDVOB Utilization Plans. Please note that all such plans must be submitted even if Proposer is a MBE/WBE/SDVOB.
- 2) Response to the question regarding the use of New York State businesses set forth in Section XII.
- 3) Completed MBE/WBE and EEO Policy Statement and Diversity Practices Questionnaire (attached as part of Exhibit C).
- 4) Financial Statements:

Provide a copy of your firm’s most recent Audited Financial Statements (within the last year). In the event you do not have audited financials, you must provide a statement to that effect with your proposal, and summary financial information for the calendar year most recently ended.

- 5) Acknowledgement of Addenda:

Attach a completed and signed Acknowledgement of Addenda Form, attached as Exhibit D, acknowledging receipt of all addenda to this RFP, if any, issued by BPCA before the Due Date. Addenda are posted by BPCA as necessary and can be found on the BPCA website at www.bpca.ny.gov. It is the responsibility of each Proposer to check the BPCA website for addenda and to review addenda prior to submitting any proposal in response to this RFP.

VII. INSURANCE REQUIREMENTS

1) General Requirements

The total cost of the required insurance listed in paragraphs 2) and 3) below, must be incorporated into the Cost Proposal. The additional insured protection afforded BPCA, BPCPC, and the State of New York must be on a primary and non-contributory basis. All policies must include a waiver of subrogation in favor of BPCA, BPCPC, and the State of New York, no policies may contain any limitations / exclusions for New York Labor Law claims, and cross liability coverage must be provided for BPCA, BPCPC, and the State of New York.

All of the carriers that provide the below required insurance must be rated “A-:VII” or better by A.M. Best and must provide direct written notice of cancellation or non-renewal to BPCA, BPCPC, and the State of

New York at least 30 days before such cancellation or non-renewal is effective, except for cancellations due to non-payment of premium, in which case 10 days written notice is acceptable.

2) Insurance Requirements for the Selected Proposer

The selected Proposer will be required to obtain and provide proof of the types and amounts of insurance listed below and shall maintain such insurance throughout the term of the contract. The insurance policies listed below must also conform to the applicable terms of the Contract, as shown in BPCA's Standard Form of Contract attached as Exhibit F.

- **Commercial General Liability Insurance**, written on ISO Form CG 00 01 or its equivalent and with no modification to the contractual liability coverage provided therein, shall be provided on an occurrence basis and limits shall not be less than:
 - \$6,000,000 per occurrence
 - \$7,000,000 general aggregate which must apply on a per location / per project basis
 - \$7,000,000 products/completed operations aggregate

BPCA, BPCPC, and the State of New York must be protected as additional insureds on ISO Form CG 2010 (11/85) or its equivalent on policies held by the selected Proposer and any of its subcontractors. Should the Proposer's work include construction activities of any kind then the Proposer must maintain Products / Completed Operations coverage for no less than three years after the construction work is completed, and continue to include Additional Insured protection for BPCA, BPCPC & The State of New York for the prescribed timeframe. When providing evidence of insurance, the Proposer must include a completed Acord 855 NY form. Securing the required limits via a combination of primary and umbrella/excess liability policies is allowed. The General Aggregate limit must apply on a per project basis on the primary General Liability policy should a combination of primary and Umbrella/Excess liability policies be utilized to secure the required total limits of coverage.

- **Automobile Liability Insurance** with a combined single limit of not less than \$1,000,000. Coverage must apply to the Proposer's owned, hired, and non-owned vehicles and protect BPCA, BPCPC, and the State of New York as additional insured.
- **Workers' Compensation, Employer's Liability, and Disability Benefits** shall not be less than statutory limits, including United States Longshore and Harbor Workers Act coverage as applicable to the operations of the Proposer.

3) Insurance Requirements for all Subcontractors

Any subcontractor(s) utilized by the selected Proposer will be required to obtain the types and amounts of insurance listed below: (i) as a condition of commencing any Work; and (ii) continuing throughout the duration of the subcontractor's Work. The insurance policies listed below must also conform to the applicable terms of Standard Form of Contract, as attached as Exhibit F:

- **Commercial General Liability Insurance**, written on ISO Form CG 00 01 or its equivalent and with no modification to the contractual liability coverage provided therein, shall be provided on an occurrence basis and limits shall not be less than:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate which must apply on a per location / per project basis

- \$2,000,000 products/completed operations aggregate

BPCA, BPCPC, and the State of New York must be protected as additional insureds on ISO Form CG 2010 (11/85) or its equivalent on policies held by all subcontractors. Should the subcontractor's work include construction activities of any kind then the subcontractor must maintain Products / Completed Operations coverage for no less than three years after the construction work is completed and continue to include Additional Insured protection for BPCA, BPCPC & The State of New York for the prescribed timeframe. When providing evidence of insurance the subcontractor must include a completed Acord 855 NY form.

- **Automobile Liability Insurance** with a combined single limit of not less than \$1,000,000. Coverage must apply to the subcontractor's owned, hired, and non-owned vehicles and protect BPCA, BPCPC, and the State of New York as additional insured.
- **Workers' Compensation, Employer's Liability, and Disability Benefits** shall not be less than statutory limits, including United States Longshore and Harbor Workers Act coverage as applicable to the operations of the subcontractor.
- **Subcontractors will also be required to obtain all other insurances listed in Sec. VII (2) unless otherwise approved in writing by BPCA prior to commencement of any Subcontractor's work.**

VIII. COST PROPOSAL: FORMAT AND REQUIRED INCLUSIONS

Each Cost Proposal must be submitted in the form set forth in Exhibit B. The Cost Proposal requests costs for Year 1, Year 2, and Year 3 for the Contract issued pursuant to this RFP. BPCA will deem the Proposers' Cost Proposal to account for any changes, if any, in the Prevailing Wage Schedule during the term of the Contract. Please read the Prevailing Wage Notice for this RFP is in Section XIII and the Prevailing Wage Schedule attached to this RFP as Exhibit G.

When considering equipment costs, Proposers should note that Battery Park is on a relieving platform (piles over the water) with a weight restriction of 750 pounds per square foot. The relieving platform is comprised of two slabs separated by fill. It is not possible to bolt to or cut holes into the lower of the slabs.

IX. SELECTION PROCESS

A. Evaluation

Each timely submitted Proposal will be reviewed for compliance with the form and content requirements of this RFP. A committee of BPCA employees selected by BPCA (the "Committee") will then review and evaluate the Proposals in accordance with the evaluation criteria set forth below. While only Committee members will score the evaluation criteria, the Committee may consult an outside expert for advisement on the evaluation of matters requiring technical expertise. Before final selection, BPCA must determine that the proposed selected Proposer is responsible, in accordance with applicable law and BPCA's Procurement Guidelines, which may be viewed at: <http://bpca.ny.gov/public-information/>.

B. Interviews

BPCA reserves the right to decide whether to interview any or all of the Proposers. The Committee may conduct interviews for many reasons, including to further assess a Proposer's ability to perform the Work or provide specific services, or to seek information related to any other evaluation criteria. The proposed Lead Project Manager, as well all other key personnel proposed to perform the Work, must be available to participate in the interview.

C. Evaluation Criteria for Selection

Selection will be based upon the following criteria:

1) Technical Evaluation:

- A) Professional affiliations and certifications..... 25%
- B) Experience in tree consulting, care, pruning and removal in parks and other public spaces:... 20%
- C) Experience with performing work for government agencies, NYS authorities and similar organizations:..... 25%
- D) Experience with emergency/on-call work including management of multiple clients: 20%
- E) Response to Diversity Practices Questionnaire: 10%

2) Cost Proposal evaluation.

D. Basis for Contract Award

The Contract will be awarded to the highest technically rated Proposer whose Proposal is determined to be responsive and in the best interests of BPCA, subject to a determination that the Cost Proposal is fair, reasonable, and provides the best value to BPCA given the requirements of the project.

X. NON-COLLUSION

By submitting a Proposal, each Proposer warrants and represents that any ensuing Contract has not been solicited or secured directly or indirectly in a manner contrary to the laws of the State of New York, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the Contract by any conduct, including the paying or giving of any fee, commission, compensation, gift, or gratuity or consideration of any kind, directly or indirectly, to any member of the board of directors, employee, officer or official of BPCA.

XI. IRAN DIVESTMENT ACT

By submitting a Proposal or by assuming the responsibility of any Contract awarded hereunder, each Proposer certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the New York State Office of General Services website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize any subcontractor/consultant that is identified on the Prohibited Entities List on this Contract. The selected Proposer agrees that should it seek to renew or extend any Contract awarded hereunder, it must provide the same certification at the time the Contract is renewed or extended. The selected Proposer also agrees that any proposed assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before BPCA may approve a request for assignment of the Contract.

During the term of any Contract awarded hereunder, should BPCA receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, BPCA will

review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the New York State Iran Divestment Act of 2012 within 90 days after the determination of such violation, then BPCA shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the selected Proposer in default of the awarded Contract.

BPCA reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with the selected Proposer should it appear on the Prohibited Entities List hereafter.

XII. ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Proposers for this Contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Proposers are strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their contracts. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below. Each proposer must include a response to this question with their proposal. Please note that a "yes" response requires supporting information. If yes, identify New York State businesses that will be used and attach identifying information.

Will New York State businesses be used in the performance of this contract?

_____Yes _____No

XIII. PREVAILING WAGE NOTICE

DOL Article 8 - Prevailing Rate Case Number PRC#2021004644 has been assigned to the project. A copy of the prevailing wage schedule is attached as Exhibit G and will be deemed part of this RFP. To view the PDF file of the Article 8 schedule, click on: <https://apps.labor.ny.gov/wpp/doFindProject.do>

The payment of prevailing wages and supplements pursuant to the requirements of New York State Labor Law §220 will be a requirement for any contract issued pursuant to this RFP.

Proposers are reminded that Prevailing Wage Rates are subject to periodic adjustments. It is the Proposer's responsibility to ensure they are in compliance with current Prevailing Wage Rates throughout the term of the contract. Information indicating that prevailing wages are not being paid on this project will be forwarded to the New York State Department of Labor for investigation.

NOTE: REGARDLESS OF DOLLAR VALUE, PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS IS REQUIRED ON THIS PROJECT.

No laborer, worker, or mechanic in the employ of the winning Proposer or its subcontractor engaged in the performance of this project shall be permitted to work more than eight hours in any day or more than five days in any week, except as otherwise provided in the Labor Law or as set forth in the prevailing wage schedule.

The winning Proposer is required to supply each of their subcontractors with copies of the prevailing rate schedule and to obtain an affidavit acknowledging receipt and agreeing to pay required wages before entering into a subcontract. The winning Proposer is responsible for assuring that their subcontractors pay prevailing wages and supplements.

Exhibit A

Scope of Work

The Proposer shall provide all labor, materials, equipment, transportation, license, permits, travel, all other ancillary (administrative, insurance, reporting, overhead, profit, employee training, parking, etc.) costs and equipment necessary for the performance of all the services described. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, is deemed understood by the Proposer as included herein. The Proposer and its employees shall meet any required safety codes, rules and regulations by all federal, state, and municipal governments, including those for use of any temporary scaffolding systems. All tree related work must be performed to ANSI A300 Standards.

The Proposer shall be responsible for providing their own equipment and tools and for ensuring that all equipment and vehicles utilized in the performance of services are in proper working order and maintained to industry and Occupational Safety and Health Administration (“OSHA”) standards. The Proposer also shall be responsible for following all applicable government agency rules and regulations applicable to the work including those regarding parking, permits, flagging, and potential other service requirements.

The Proposer will schedule on-call tree services within the standard BPCA operating hours of Monday through Friday, 8am-4pm. The Proposer is also expected to be available to provide overtime and holiday services as requested by BPCA. Emergency tree pruning and removal may be requested at any time.

The Proposer shall ensure that all debris and rubbish attributable to the Proposer, including wood, wood chips and stumps must be removed from the site each work day. All wood, debris, stumps, soil and all natural material will be composted, chipped, or otherwise diverted from the waste stream. Estimated weights of composted material shall be reported back to BPCA in writing within one (1) week of collection.

No equipment, tools, or trees may be stored on site overnight without the written permission of BPCA.

A. **Tree Pruning:** Proposer shall prune trees for public safety, plant health, and structural integrity. The Tree Pruning Requirements shall include, but not limited to, the following:

1. The Proposer shall adhere to the principals of the International Society of Arboriculture (“ISA”) and the American National Standard for Tree Care Operations - Tree, Shrub, and other Woody Plant Maintenance – Standard Practices (ANSI A300). All tree pruning work shall be completed in compliance with ANSI A300 standards.
2. Pruning objectives include but are not limited to, the following:
 - a. Reduce risk of damage to people or property;
 - b. Manage health of tree and direction of growth;
 - c. Manage size and shape;
 - d. Increase or improve aesthetics;
 - e. Develop structure, such as to: Improve branch and trunk architecture; Promote or subordinate certain leaders, stems, or branches; Promote desirable branch spacing; Promote or discourage growth in a particular direction (directional pruning); Minimize future interference with traffic, lines of sight, or infrastructure, or other plants; Restore plants following damage; and/or, Rejuvenate shrubs.

- f. Provide clearance, such as to: Ensure safe and reliable utility services; Minimize current interference with traffic, lines of sight, infrastructure, or other plants; Raise crown(s) for movement of traffic or light penetration; Ensure lines-of-sight or desired views; Provide access to sites, buildings, or other structures; and/or, Comply with all applicable city, state, and federal laws and regulations.
3. The Proposer shall be responsible for removal of all debris including sweeping of the sidewalks, walkways, and areas beneath the tree.
4. No gaffs, hooks, spurs, or spikes may be used to climb trees.

B. Tree and Stump Removal: Proposer shall remove trees, stumps, surrounding soil, and related branches and debris. The Tree and Stump Removal Requirements shall include, but not limited to, the following:

1. The Proposer shall execute a complete removal of all tree debris, branches, stump, clay root ball, and any other exposed roots to a depth of 18”.
2. The Proposer shall protect from damage the metal hoop rails that surround the trees, or remove and replace hoop rails to avoid damage.
3. The void that is created by removing a tree must be backfilled the same day the stump is removed. Barricades must be used to place around the hole to provide for public safety.
4. The Proposer shall be responsible for replacing with soil that is specified to BPCA soil standards.

C. Tree Planting: The Tree Planting Requirements shall, include, but not be limited to, the following:

1. The Proposer shall prepare tree planting beds to ANSI A300 tree planting standards.
2. The Proposer shall use 4 to 4 1/2 inch caliper trees tagged by BPCA staff and be responsible for the purchase of the tagged trees and the transportation of the trees from the nursery to planting site. The nursery is expected to be within 150 miles of Battery City Park.
3. The Proposer shall ensure the correct planting depth of a tree is based on locating the trunk flare and being certain that the bottom of the trunk flare is at finish grade upon completion of the operation.
4. The Proposer shall install three (3) 8 ft. stakes driven at least two (2) ft. into the ground at the edge of the tree root ball.
5. The Proposer shall mulch to a depth of three (3) inches with hardwood mulch.

An International Society of Arboriculture (“ISA”) or similar certified arborist is required to be involved in pruning, tree removal, and tree planting services. All tree services must be done under the close supervision of the onsite certified arborist.

BPCA may also request hourly consultations by a certified arborist. The certified arborist will advise on tree care and planning for future tree care. The certified arborist is expected to provide their recommendations in writing upon request by BPCA.

Requirements and Procedures for On-Call Tree Care Services:

Upon BPCA's request, the Proposer shall provide a written quote for on-call services within two (2) business days of BPCA's request. All on-call services must be approved in writing by BPCA prior to any work commencing. For all approved quotes, the Proposer will perform the requested services within one (1) week of BPCA's original request.

Requirements and Procedures for Emergency Tree Care Services:

Rapid response is required for emergency situations. Upon BPCA's request, the Proposer shall provide a written quote for emergency services within twenty-four (24) hours of the request. All emergency services must be approved in writing by BPCA prior to any work commencing. Emergency tree care response must be prompt, and must commence within thirty-six (36) hours of the request by BPCA.

Service Area:

The Service Area shall encompass the neighborhood of Battery Park City in Lower Manhattan, including outdoor areas of ZIP Codes 10280, 10282, Pier A Plaza, and the Eastern Boundary of the West Side Highway from Battery Place to Chambers Street.

EXHIBIT B

(Form of Cost Proposal)

YEAR 1

Tree Pruning

The rate per tree caliper size should be inclusive of all crew, lift/chipper truck, and other required equipment. Each crew is required to have at least one (1) ISA certified arborist.

Tree Caliper Size for Pruning	Rate (Standard Business Hours)	Rate (Overtime)	Rate (Holiday)
4-6"	\$_____.00	\$_____.00	\$_____.00
7-9"	\$_____.00	\$_____.00	\$_____.00
10-16"	\$_____.00	\$_____.00	\$_____.00
17-25"	\$_____.00	\$_____.00	\$_____.00
26-40"	\$_____.00	\$_____.00	\$_____.00

Tree and Stump Removal

The rate per tree caliper size should be inclusive of all crew, lift/chipper truck, and other required equipment. Each crew is required to have at least one (1) ISA certified arborist.

Tree Caliper Size for Tree and Stump Removal	Rate (Standard Business Hours)	Rate (Overtime)	Rate (Holiday)
4-6"	\$_____.00	\$_____.00	\$_____.00
7-9"	\$_____.00	\$_____.00	\$_____.00
10-16"	\$_____.00	\$_____.00	\$_____.00
17-25"	\$_____.00	\$_____.00	\$_____.00
26-40"	\$_____.00	\$_____.00	\$_____.00

Tree Supply & Tree Planting

Part 1: Tree Supply

Service	Cost
Collection of BPCA-tagged 4 to 4 1/2 inch caliper tree from nursery within 150 miles of Battery Park City. Please provide a cost per mile travelled.	\$ _____ per mile
Procurement of BPCA-tagged tree from nursery. Please provide markup percentage.	_____ %*

*Trees shall be charged at a mark-up percentage over cost, which will require the Proposer to submit proof of purchase and price paid with the invoice.

Part 2: Tree Planting

Rate per tree caliper size should be inclusive of all crew, any required equipment for digging, grinding, soil replacement, and safe tree handling. Hourly rate should also be inclusive of necessary mulch and soil required. Each crew is required to have at least one (1) ISA certified arborist.

Tree Caliper Size for Tree Planting	Rate (Standard Business Hours)	Rate (Overtime)	Rate (Holiday)
3-5"	\$_____.00	\$_____.00	\$_____.00
5-7"	\$_____.00	\$_____.00	\$_____.00
7-9"	\$_____.00	\$_____.00	\$_____.00

Consultation

Please provide an hourly rate for consultation services that includes on-site visit from an ISA certified arborist and a letter of recommendation.

Arborist Consultation	Cost
Per hour	\$_____.00

YEAR 2

Tree Pruning

The rate per tree caliper size should be inclusive of all crew, lift/chipper truck, and other required equipment. Each crew is required to have at least one (1) ISA certified arborist.

Tree Caliper Size for Pruning	Rate (Standard Business Hours)	Rate (Overtime)	Rate (Holiday)
4-6"	\$_____.00	\$_____.00	\$_____.00
7-9"	\$_____.00	\$_____.00	\$_____.00
10-16"	\$_____.00	\$_____.00	\$_____.00
17-25"	\$_____.00	\$_____.00	\$_____.00
26-40"	\$_____.00	\$_____.00	\$_____.00

Tree and Stump Removal

The rate per tree caliper size should be inclusive of all crew, lift/chipper truck, and other required equipment. Each crew is required to have at least one (1) ISA certified arborist.

Tree Caliper Size for Tree and Stump Removal	Rate (Standard Business Hours)	Rate (Overtime)	Rate (Holiday)
4-6"	\$_____.00	\$_____.00	\$_____.00
7-9"	\$_____.00	\$_____.00	\$_____.00
10-16"	\$_____.00	\$_____.00	\$_____.00
17-25"	\$_____.00	\$_____.00	\$_____.00
26-40"	\$_____.00	\$_____.00	\$_____.00

Tree Supply & Tree Planting

Part 1: Tree Supply

Service	Cost
Collection of BPCA-tagged 4 to 4 1/2 inch caliper tree from nursery within 150 miles of Battery Park City. Please provide a cost per mile travelled.	\$ _____ per mile
Procurement of BPCA-tagged tree from nursery. Please provide markup percentage.	_____ %*

*Trees shall be charged at a mark-up percentage over cost, which will require the Proposer to submit proof of purchase and price paid with the invoice.

Part 2: Tree Planting

Rate per tree caliper size should be inclusive of all crew, any required equipment for digging, grinding, soil replacement, and safe tree handling. Hourly rate should also be inclusive of necessary mulch and soil required. Each crew is required to have at least one (1) ISA certified arborist.

Tree Caliper Size for Tree Planting	Rate (Standard Business Hours)	Rate (Overtime)	Rate (Holiday)
3-5"	\$_____.00	\$_____.00	\$_____.00
5-7"	\$_____.00	\$_____.00	\$_____.00
7-9"	\$_____.00	\$_____.00	\$_____.00

Consultation

Please provide an hourly rate for consultation services that includes on-site visit from an ISA certified arborist and a letter of recommendation.

Arborist Consultation	Cost
Per hour	\$_____.00

YEAR 3

Tree Pruning

The rate per tree caliper size should be inclusive of all crew, lift/chipper truck, and other required equipment. Each crew is required to have at least one (1) ISA certified arborist.

Tree Caliper Size for Pruning	Rate (Standard Business Hours)	Rate (Overtime)	Rate (Holiday)
4-6"	\$_____.00	\$_____.00	\$_____.00
7-9"	\$_____.00	\$_____.00	\$_____.00
10-16"	\$_____.00	\$_____.00	\$_____.00
17-25"	\$_____.00	\$_____.00	\$_____.00
26-40"	\$_____.00	\$_____.00	\$_____.00

Tree and Stump Removal

The rate per tree caliper size should be inclusive of all crew, lift/chipper truck, and other required equipment. Each crew is required to have at least one (1) ISA certified arborist.

Tree Caliper Size for Tree and Stump Removal	Rate (Standard Business Hours)	Rate (Overtime)	Rate (Holiday)
4-6"	\$_____.00	\$_____.00	\$_____.00
7-9"	\$_____.00	\$_____.00	\$_____.00
10-16"	\$_____.00	\$_____.00	\$_____.00
17-25"	\$_____.00	\$_____.00	\$_____.00
26-40"	\$_____.00	\$_____.00	\$_____.00

Tree Supply & Tree Planting

Part 1: Tree Supply

Service	Cost
Collection of BPCA-tagged 4 to 4 1/2 inch caliper tree from nursery within 150 miles of Battery Park City. Please provide a cost per mile travelled.	\$ _____ per mile
Procurement of BPCA-tagged tree from nursery. Please provide markup percentage.	_____ %*

*Trees shall be charged at a mark-up percentage over cost, which will require the Proposer to submit proof of purchase and price paid with the invoice.

Part 2: Tree Planting

Rate per tree caliper size should be inclusive of all crew, any required equipment for digging, grinding, soil replacement, and safe tree handling. Hourly rate should also be inclusive of necessary mulch and soil required. Each crew is required to have at least one (1) ISA certified arborist.

Tree Caliper Size for Tree Planting	Rate (Standard Business Hours)	Rate (Overtime)	Rate (Holiday)
3-5"	\$_____.00	\$_____.00	\$_____.00
5-7"	\$_____.00	\$_____.00	\$_____.00
7-9"	\$_____.00	\$_____.00	\$_____.00

Consultation

Please provide an hourly rate for consultation services that includes on-site visit from an ISA certified arborist and a letter of recommendation.

Arborist Consultation	Cost
Per hour	\$_____.00

EXHIBIT C

(Contractor Requirements and Procedures for Participation by New York State-Certified MBEs/WBEs/SDVOBs and Equal Employment Opportunities for Minority Group Members and Women)

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations BPCA is required to promote opportunities for the maximum feasible participation of New York State-certified MBEs/WBEs (collectively, “MWBE(s)”) and the employment of minority group members and women in the performance of BPCA contracts. Pursuant to New York State Executive Law Article 17-B and 9 NYCRR §252, BPCA recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified SDVOBs.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, BPCA hereby establishes the following MWBE participation goals, based on the current availability of MWBEs:

Overall goal for total MWBE participation: 30%

NYS-Certified Minority-Owned Business (“MBE”) Participation: 15%

NYS-Certified Women-Owned Business (“WBE”) Participation: 15%

A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the Proposer agrees that BPCA may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how BPCA will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The Proposer understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.

In accordance with 5 NYCRR § 142.13, the Proposer further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFP, such finding constitutes a breach of contract and BPCA may withhold payment as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a Proposer agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a Proposer may arrange to provide such evidence via a non-electronic method by contacting Justin McLaughlin-Williams at justin.mclaughlin-williams@bpca.ny.gov or 212-417-2337. Please note that the NYSCS is a one-stop solution for all of your MBE/WBE and Article 15-A contract requirements. For additional information on the use of the NYSCS to meet the Proposer’s MBE/WBE requirements, please see the attached MBE/WBE guidance from the New York State Division

of Minority and Women's Business Development, "Your MWBE Utilization and Reporting Responsibilities Under Article 15-A."

Additionally, a Proposer will be required to submit the following documents and information as evidence of compliance with the foregoing:

- A. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to BPCA for review and approval.
- B. BPCA will review the submitted MWBE Utilization Plan and advise the Proposer of BPCA acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, the Proposer will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to Justin McLaughlin-Williams at BPCA, by email at justin.mclaughlin-williams@bpca.ny.gov, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by BPCA to be inadequate, BPCA shall notify the Proposer and direct the Proposer to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. BPCA may disqualify a Proposer as being non-responsive under the following circumstances:
 - 1) If a Proposer fails to submit an MWBE Utilization Plan;
 - 2) If a Proposer fails to submit a written remedy to a notice of deficiency;
 - 3) If a Proposer fails to submit a request for waiver; or
 - 4) If BPCA determines that the Proposer has failed to document good faith efforts.

The successful Proposer will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to BPCA, but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful Proposer will be required to submit a quarterly M/WBE Contractor Compliance & Payment Report to BPCA, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Business Participation Opportunities for SDVOBs

For purposes of this solicitation, BPCA hereby establishes an overall goal of 6% for SDVOB participation. A Proposer must document good faith efforts to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract and Proposer agrees that BPCA may withhold payment pending receipt of the required SDVOB documentation. The directory of New York State Certified SDVOBs can be viewed at: http://www.ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf. For guidance on how BPCA will determine a Contractor's "good faith efforts," refer to 9 NYCRR §252.2(f)(2).

In accordance with 9 NYCRR §252.2(s), the Proposer acknowledges that if it is found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, such finding constitutes a breach of Contract and Contractor shall be liable for damages as specified in the Contract.

Such damages shall be calculated based on the actual cost incurred by BPCA related to BPCA's expenses for personnel, supplies and overhead related to establishing, monitoring and reviewing certified SDVOB programmatic goals.

- A. Additionally, a Proposer agrees to submit a Utilization Plan with their bid or Proposal as evidence of compliance with the foregoing. Any modifications or changes to the Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised Utilization Plan and submitted to BPCA.
- B. BPCA will review the submitted Utilization Plan and advise the Proposer of BPCA's acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, Proposer agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to Justin McLaughlin-Williams at BPCA, by email at justin.mclaughlin-williams@bpca.ny.gov, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by BPCA to be inadequate, BPCA shall notify the Proposer and direct the Proposer to submit, within five (5) business days, a request for a partial or total waiver of SDVOB participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or Proposal.
- D. BPCA may disqualify a Proposer as being non-responsive under the following circumstances:
 - 1) If a Proposer fails to submit a Utilization Plan;
 - 2) If a Proposer fails to submit a written remedy to a notice of deficiency;
 - 3) If a Proposer fails to submit a request for waiver; or
 - 4) If BPCA determines that the Proposer has failed to document good faith efforts.

The successful Proposer shall attempt to utilize, in good faith, any SDVOB identified within its Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to the Contract award may be made at any time during the term of the Contract to BPCA, but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful Proposer is required to submit a Contractor's SDVOB Contractor Compliance & Payment Report to BPCA on a monthly basis over the term of the Contract documenting the progress made toward achievement of the SDVOB goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Proposer agrees with all of the terms and conditions of the attached MWBE Equal Employment Opportunity Policy Statement. The Proposer is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Proposer, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Proposer will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, Form # 4, to BPCA with its bid or proposal.

If awarded a Contract, Proposer shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by BPCA on a monthly basis during the term of the Contract.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.



Your MBE/WBE Utilization and Reporting Responsibilities Under Article 15-A

The New York State Contract System (“NYSCS”) is your one stop tool compliance with New York State’s MBE/WBE Program. It is also the platform New York State uses to monitor state contracts and MBE/WBE participation.

GETTING STARTED

To access the system, please login or create a user name and password at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=7562>. If you are uncertain whether you already have an account set up or still need to register, please send an email to the customer service contact listed on the Contact Us & Support page, or reach out to Justin McLaughlin-Williams at justin.mclaughlin-williams@bpca.ny.gov or 212-417-2337. For verification, in the email, include your business name and contact information.

VENDOR RESPONSIBILITIES

As a vendor conducting business with New York State, you have a responsibility to utilize minority- and/or women-owned businesses in the execution of your contracts, per the MBE/WBE percentage goals stated in your solicitation, incentive proposal or contract documents. NYSCS is the tool that New York State uses to monitor MBE/WBE participation in state contracting. Through the NYSCS you will submit utilization plans, request subcontractors, record payments to subcontractors, and communicate with your project manager throughout the life of your awarded contracts.

There are several reference materials available to assist you in this process, but to access them, you need to first be registered within the NYSCS. Once you log onto the website, click on the **Help & Support** >> link on the lower left hand corner of the Menu Bar to find recorded trainings and manuals on all features of the NYSCS. You may also click on the **Help & Tools** icon at the top right of your screen to find videos tailored to primes and subcontractors. There are also opportunities available to join live trainings, read up on the “Knowledge Base” through the Forum link, and submit feedback to help improve future enhancements to the system. Technical assistance is always available through the **Contact Us & Support** link on the NYSCS website (<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=7562>).

For more information, contact Justin McLaughlin-Williams at justin.mclaughlin-williams@bpca.ny.gov or 212-417-2337.

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

MBE/WBE AND EEO POLICY STATEMENT

I, _____ (the "Contractor"), agree to adopt the following policies with respect to the project being developed at, or services rendered to, the Battery Park City Authority ("BPCA").

MBE/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MBE/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively soliciting bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MBE/WBE contractor associations.
- (2) Requesting a list of State-certified MBEs/WBEs from BPCA and soliciting bids from these MBEs/WBEs directly.
- (3) Ensuring that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MBEs/WBEs.
- (4) Where feasible, dividing the work into smaller portions to enhance participations by MBEs/WBEs and encourage the formation of joint venture and other partnerships among MBE/WBE contractors to enhance their participation.
- (5) Documenting and maintaining records of bid solicitation, including those to MBEs/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting MBE/WBE contract participation goals.
- (6) Ensuring that progress payments to MBEs/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives are developed to encourage MBE/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing diversity programs to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.

- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- (c) At the request of BPCA, this organization shall request that each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 2016

By _____

Print: _____ Title: _____

_____ is designated as the Consultant's Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises - Equal Employment Opportunity (MBE/WBE - EEO) program.

MBE/WBE Contract Goals

30% Minority and Women's Business Enterprise Participation

____% Minority Business Enterprise Participation

____% Women's Business Enterprise Participation

EEO Contract Goals (if applicable)

____% Minority Labor Force Participation

____% Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

Diversity Practices Questionnaire

I, _____, as _____ (title) of _____ company (the “Company”), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your Company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

2. What percentage of your Company’s gross revenues (from your prior fiscal year) was paid to New York State certified MBEs/WBEs as subcontractors, suppliers, joint-ventures, partners or other similar arrangement for the provision of goods or services to your Company’s clients or customers?

3. What percentage of your Company’s overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your Company’s clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified MBEs/WBEs as suppliers/contractors?¹

4. Does your Company provide technical training² to MBEs/WBEs? Yes or No

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of MBEs/WBEs participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your Company participating in a government approved M/WBE mentor-protégé program?

If Yes, identify the governmental mentoring program in which your Company participates and provide evidence demonstrating the extent of your Company’s commitment to the governmental mentoring program.

6. Does your Company include specific quantitative goals for the utilization of MBEs/WBEs in its non-government procurements? Yes or No

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your Company have a formal M/WBE supplier diversity program? Yes or No

If Yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your Company plan to enter into partnering or subcontracting agreements with New York State certified MBEs/WBEs if selected as the successful Proposer? Yes or No

If Yes, complete the attached Utilization Plan

¹ Do not include onsite project overhead.

² Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

All information provided in connection with the Diversity Practices Questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of
Owner/Official
Printed Name of
Signatory
Title

Name of Business

Address

City, State, Zip

STATE OF _____

COUNTY OF _____) ss:

On the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

Notary Public

EXHIBIT D

(Acknowledgement of Addenda)

RFP TITLE: _____

Complete Part I <u>or</u> Part II, whichever is applicable, and sign your name in Part III.
--

Part I

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum # 1, Dated _____, _____

Addendum # 2, Dated _____, _____

Addendum # 3, Dated _____, _____

Addendum # 4, Dated _____, _____

Addendum # 5, Dated _____, _____

Addendum # 6, Dated _____, _____

Part II Acknowledgement of No Receipt

_____ No Addendum was received in connection with this RFP

Part III

Proposer's Name: _____

Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT E

(List of BPCA & BPCPC Board Members and Employees)

LIST OF BOARD MEMBERS

George J. Tsunis

Donald Capoccia

Lester Petracca

Louis J. Bevilacqua

Catherine McVay Hughes

Martha J. Gallo

Anthony Kendall

LIST OF EMPLOYEES:

Betzayda Abreu
Deborah Addison
Curtis Afzal
Elsa Alvarez
Dana Anders
Anthony Andriano
Stephen Arciold
Sharmila Baichu
Marie Baptiste
Brett Beecham
Freddy Belliard
Marieke Bender
Marcus Billups
Emily Birdseye
Nidia Blake-Reeder
LaToya Brooks-Jones
Nancy Buivid
Anthony Buquicchio
Peter Campbell
Frances Caperchi
Monica Centeno
Farely Compres Tejada
Julissa Cooke
Sarah Fisher-Curtin
Gwen Dawson
Nicole Dawson
Gilbert DePadua
Paul Diaz-Larui
Tonasia Dopson
Jennifer Dudgeon
Abigail Ehrlich
Maria Ellison
Richard Faraino
Anitra Fauntleroy
Claudia Filomena
Tamara Flores
Pamela Frederick
James Gallagher
Abigail Goldenberg
Anastasia Gonzalez
Kim Gonzalez
Lenron Goode
Neresa Gordon
Sakina Graves
Ned Greenberg
Evelyn Gregg
Jonathan Gross
Robert Hansen
Paul Hart
Nicole Heater

Sankar Heerah
Robert Hinkelman
Keiry Holguin
Craig Hudon
Jake Jacevicius
Amy Jogie
William John
Jasmine Johnson
Benjamin Jones
Ebonique Julien
Jessica Jurs
Roland Kemp
Ann Ketrang
Susie Kim
Karl Koenig
Leandro Lafuente
Michael Lamancusa
Rene Lopcy
Janira Lopez
Robert Maggi
Evelin Maisonet
Jonathan McCain
Justin McLaughlin-Williams
Princess McNeill
Brian Meikle
Vanessa Mesine
Ronnie Mohammed
Jose Morales
Dana Morgera
Irene Moulketis
Eric Munson
Lauren Murtha
Bertha Narcisse
Jahmeliah Nathan
Robert Nesmith
Siu May Ng
Yoshihiro Nishida
Anne O'Neill
Maril Ortiz
Bienvenido Osorio
Kevin O'Toole
Hector Oyola
Willem Paillant
Jonathan Parker
Nimisha Haribaran Patel
Gladys Pearlman
Dahlia Pena
Bruno Pomponio
Katherine Powell
Sandra Power

Robert Quon
Jason Rachnowitz
Madelin Ramirez
Aline Reynolds
Chad Rimer
Manual Rivera
Anthony Robinson
Kim Robledo
Nelson Rogers
Jose Rosado
Holly Ross
Carlos Santiago
Nicholas Sbordone
Jean Schwartz
Rekha Sewraj
Sean Simon
Kemnarine Singh
Sarah Smedley
Shinay Stewart
Jerome Sturiano
Lance Super
John Tam
Alexis Torres
Ryan Torres
Douglas Van Horn
Noe Velasquez
Evangelio Villalobos
Sharon Wade
David Wallace
Annalise Warren
Eric White
Dwight Williams
Kenneth Windman
Al Wright
Erin Yokoi
Alaura Zayas

EXHIBIT F
(BPCA's Standard Form of Contract)

CONSULTANT AGREEMENT

between

HUGH L. CAREY BATTERY PARK CITY AUTHORITY

and

[CONSULTANT]

Dated as of _____

Contract No. [CONTRACT #]

([PROJECT NAME])

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EXHIBIT A - SCOPE OF WORK

EXHIBIT B - RATES [if applicable]

EXHIBIT C - MBWE AND EEO POLICY STATEMENT

EXHIBIT D – PREVAILING WAGE RATE SCHEDULE

CONSULTANT AGREEMENT

AGREEMENT (the “Agreement”) made as of _____ by and between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, (the “Owner”), a body corporate and politic, constituting a public benefit corporation, having a place of business at 200 Liberty Street, 24th Floor, New York, New York 10281, and [COMPANY], formed under the laws of the State of [INCORP. STATE], having an office at [CITY, STATE AND ZIP] (the “Consultant”).

W I T N E S S E T H:

WHEREAS, Owner has fee title to certain real property located in the City, County and State of New York, generally known as Battery Park City; and

WHEREAS, Owner has developed Battery Park City, in individual parcels, with the goal of creating a richly diversified mixed use community providing residential and commercial space with related amenities such as parks, plazas, recreational areas and a waterfront esplanade; and

WHEREAS, Owner intends to retain the services of Consultant to perform [describe services to be performed] (the “Project”), and Consultant desires to perform such services for Owner.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

1. Scope of Work

Consultant shall perform the services described in the Scope of Work attached hereto as Exhibit A (the “Work”). All Work shall be completed in accordance with the requirements furnished to Consultant by Owner, and shall be completed to Owner’s satisfaction.

2. Time for Performance

Consultant shall perform the Work as expeditiously as is consistent with professional skill and the orderly progress of the Work, and in accordance with any schedule set forth in the attached Scope of Work. If a schedule approved by Owner is incorporated into this Agreement, said schedule shall not be exceeded by Consultant, except for reasonable cause. The term of this Agreement shall begin [DATE TERM BEGINS] (the “Commencement Date”) and shall terminate not later than [DATE TERM ENDS] (the “Expiration Date”) (such period from the Commencement Date to the Expiration Date is referred to herein as the “Term”) unless this Agreement is otherwise terminated as hereinafter provided. Consultant shall complete the Scope of Work on or before [DATE], unless the time for performance of the Work is extended by written agreement of Consultant and Owner.

3. Compensation

(a) Owner shall pay, and Consultant agrees to accept as full compensation for all Work performed under this Agreement, the lump sum amount of [\$\$\$\$\$] (the “Fee”), paid in accordance

with the rates (the “Rates”) attached hereto as Exhibit B. The Fee is inclusive of all labor, materials, equipment, incidentals, and overhead costs and expenses in performing the Work.

(b) The Consultant agrees the Rates in Exhibit B account for any changes in the Labor Law of the State of New York and the Prevailing Wage Schedule during the Term of this Agreement. Thus, the Consultant will not be due any additional compensation should the Prevailing Wage Schedule change during the Term of this Agreement.

(c) Consultant shall submit monthly requests for payment to Owner that shall:

- (i) include the name, address, and telephone number of Consultant;
- (ii) be accompanied by payroll records where applicable, as required by the Labor Law of the State of New York, including, but not limited to the following, a description of the work performed and indicating hours worked in each billing category; and
- (iii) reference the project for which services were rendered.

(d) Owner shall pay Consultant no later than the 30th calendar day (excluding holidays) following Owner’s receipt of a Proper Invoice (pursuant to, and as such term is defined in Owner’s Prompt Payment Policy, a copy of which can be found at <http://bpca.ny.gov/wp-content/uploads/2018/01/BPCA-Prompt-Payment-Policy-Fiscal-Year-2017.pdf>). Any item(s) of Work indicated in any Exhibit hereto as attributable to a specific phase of the Work that is not performed during the specified phase shall not be compensated by Owner, but payment for any such items of Work shall remain available to Consultant if, with Owner’s advance approval, such Work is actually performed during a subsequent phase of the Work, subject to the provisions of this Article 3 and Owner’s approval of any request for payment. Owner may withhold from any payment an amount equal to any costs or damages incurred by Owner as a result of Consultant’s negligence or breach of this Agreement.

(e) All requests for payment should be addressed as follows:

Office of the Treasurer
Battery Park City Authority
d/b/a Hugh L. Carey Battery Park City Authority
200 Liberty Street, 24th Floor
New York, NY 10281-1097
Attn.: Accounts Payable

A duplicate copy is to be sent to the attention of [PROJECT MANAGER, TITLE].

4. Labor Provisions

(a) It is hereby agreed that all applicable provision of the Labor Law of the State of New York shall be carried out in the performance of the Work. The Prevailing Wage Rate Schedule is attached hereto as Exhibit D.

(b) Consultant specifically agrees, as required by New York Labor Law Sections 220 and 220-d as amended, that:

(1) no laborer, workman or mechanic, in the employ of Consultant, Subconsultant or other person doing or contracting to do the whole or any part of the Work shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in the 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) except for wages required to be fixed pursuant to the Labor Law, the minimum hourly rate of wage to be paid shall be not less than that designated by the Industrial Commissioner of the State of New York; and

(4) Consultant shall post at appropriate conspicuous points at the worksite, a schedule showing all determined minimum wage rates 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 journeymen mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by Consultant or any Subconsultant 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 Consultant and each Subconsultant shall be paid in accordance with the provisions of the Labor Law.

(e) Consultant agrees that, in case of underpayment of wages to any worker engaged in the Work by Consultant or any Subconsultant, BPCA shall withhold from Consultant out of payments due an amount sufficient to pay such worker the difference between the wages actually paid such worker for the total number of hours worked, and that BPCA may disburse such amount so withheld by BPCA for and on account of Consultant to the employee to whom such amount is due.

(f) The Labor Law provides that this Agreement may be terminated for cause and no sum paid for any Work done thereunder upon a second conviction for willfully paying less than:

(1) the stipulated wage scale as set forth in New York Labor Law Section 220, subdivision 3, as amended, or

(2) less than the stipulated minimum hourly wage scale as specified in Labor Law, Section 220-d, as amended.

(g) Consultant specifically agrees, as required by the New York Labor Law Section 220-e, as amended, that:

(1) in the hiring of employees for the performance of Work under this Agreement or any Subcontract or Purchase Order hereunder, or for the manufacture, sale or distribution of Materials, equipment or supplies hereunder, but limited to operations performed within the territorial limits of the State of New York, no Consultant, Subconsultant, or any person acting on behalf of such Consultant or Subconsultant, shall by reason of race, creed, color, 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) no Consultant, Subconsultant, or any person on behalf of such Consultant, or Subconsultant shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex or national origin;

(3) there may be deducted from the amount payable to Consultant, by BPCA under this Agreement, a penalty of \$50.00 for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms of this Agreement; and

(4) this Agreement may be canceled or terminated for cause by BPCA and all monies 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 this Agreement.

(h) Where applicable, Consultant agrees to settle labor disputes in accordance with the provisions of The New York Plan For The Settlement of Jurisdictional Disputes Between The Building And Construction Trades Council Of Greater New York And The Building Trades Employers' Association Of The City of New York.

5. Increase and Decrease in the Scope of Consultant's Work

Owner shall have the right to make changes to, increase or reduce the scope of Work, or extend the Term or any date set forth in the schedule referenced in Section 2 *supra*, at any time and for any reason, upon written notice to Consultant specifying the nature and extent of such changes. If Consultant believes that any work it has been directed to perform by Owner is beyond the scope of Work set forth in this Agreement and constitutes extra work, Consultant shall so notify Owner within ten (10) business days. Owner shall determine whether or not such work is in fact beyond the scope of the Work and is considered extra work. If Owner determines that such work constitutes extra work to Consultant or any Subconsultant (as defined in Section 25 of this Agreement), Owner will pay Consultant any additional reimbursable expenses approved pursuant to Owner's policy for reimbursable expenses, and such additional compensation only as mutually agreed in writing by Owner and Consultant at the time of such change.

6. Consultant Cooperation

(a) Consultant shall work with such firms or individuals as Owner shall designate from time to time in connection with the Work, and agrees to meet with such firms or individuals at such times as Owner may require in order to maintain an ongoing review process so as to expedite

determinations and approvals required to be made in connection with the Work.

(b) Consultant shall render any assistance that Owner may require with respect to any claim or action arising from or in any way relating to Consultant's services during or subsequent to the Term of this Agreement, including, but not limited to, review of claims, preparation of technical reports and participation in negotiations, both before and after Consultant has completed performance of the Work under this Agreement and without any additional compensation therefor.

7. Termination

(a) *Termination for Convenience.* Owner, at any time, may terminate this Agreement in whole or in part. Any such termination shall be effected by mailing or delivering to Consultant a written notice of termination specifying the extent to which performance of the Work under this Agreement is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, Consultant shall act promptly to minimize any expenses resulting from said termination. Owner shall pay Consultant the costs actually incurred by Consultant, including any Fee for Work actually and satisfactorily performed up to the effective date of the termination, but in no event shall Consultant be entitled to compensation in excess of the total consideration of this Agreement. In the event of such a termination, Owner may take over the Work and prosecute same to completion by contract or otherwise, and may take possession of and utilize such work product, materials, appliances, and plant as may be on the site and necessary or useful to complete the Work. Except as otherwise provided herein, all of Owner's liability hereunder shall cease and terminate as of the effective date specified in such notice of termination.

(b) *Termination for Cause.* Owner may terminate this Agreement for cause if:

(i) Consultant shall fail to diligently, timely and expeditiously perform any of its obligations as set forth in the Agreement;

(ii) Any representation or warranty made or deemed to have been made under this Agreement by Consultant shall prove to be untrue in any material respect;

(iii) Consultant shall make a general assignment for the benefit of its creditors, or a receiver or trustee shall have been appointed on account of Consultant's insolvency, or Consultant otherwise shall be or become insolvent, or an order for relief shall have been entered against Consultant under Chapter 7 or Chapter 11 of Title 11 of the United States Code;

(iv) a breach of any covenant or agreement contained in Section 16 of this Agreement or any other section of this Agreement shall occur; or

(v) Consultant otherwise shall be in default hereunder;

by serving written notice upon Consultant of Owner's intention to terminate this Agreement. Such notice shall state: (1) the reason(s) for Owner's intention to terminate the Agreement, and (2) the effective date of termination, to be not less than three (3) calendar days after the date of the notice of termination. If Consultant shall fail to cure the reason(s) for termination or make arrangements satisfactory to Owner on or before the effective date of termination, this Agreement shall terminate on the date specified by Owner in the notice of termination. In the event of any such termination,

Owner may take over the Work and prosecute same to completion by contract or otherwise, for the account and at the expense of Consultant, and Consultant shall be liable to Owner for all costs incurred by Owner by reason of said termination. In the event of such termination, Owner may take possession of and utilize such work product, materials, appliances, and plant as may be on the site and necessary or useful to complete the Work. Upon Owner's completion of the Work following a termination for cause, Consultant shall be entitled to such amount of the Fee that has not theretofore been paid to Consultant and that shall compensate Consultant for all Work actually and satisfactorily performed by it up to the date of termination, provided, however, that Owner shall deduct from any amount all additional costs and expenses that Owner may incur over those which Owner would have incurred in connection with the Work if Owner had not so terminated this Agreement for cause. Nothing contained in this Agreement shall limit in any manner any and all rights or remedies otherwise available to Owner by reason of a default by Consultant under this Agreement, including, without limitation, the right to seek full reimbursement from Consultant for all costs and expenses incurred by Owner by reasons of Consultant's default hereunder and which Owner would not have otherwise incurred if Consultant had not defaulted hereunder.

(c) Upon any termination of this Agreement in accordance with the provisions of this Section 6, Consultant shall, with respect to the Work which is the subject of such termination:

(i) discontinue all its services from and after the date of the notice of termination, except to attempt to cure any reason(s) for termination or as may be required to complete any item or portion or services to a point where discontinuance will not cause unnecessary waste of duplicative work or cost;

(ii) cancel, or if so directed by Owner, transfer to Owner all commitments and agreements made by Consultant relating to the Work, to the extent same are cancelable or transferable by Consultant;

(iii) transfer to Owner in the manner, to the extent, and at the time directed by Owner, all work product, supplies, materials and other property produced as a part of, or acquired in the performance of the Work; and

(iv) take other actions as Owner may reasonably direct.

(d) In the event that Consultant, having been terminated, thereafter obtains a determination, in a judicial or other action or proceeding, that such termination was unwarranted, without basis, or invalid for any reason, then the termination shall be deemed to have been one for the convenience of Owner and Consultant shall be entitled to be reimbursed and paid as provided in Subsection 6(b) but to no other payments or damages.

8. Suspension

Owner may, at any time and for any reason, order Consultant 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. Upon receipt of a suspension order, Consultant 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. Consultant specifically agrees that such suspension, delay or interruption of the performance of Work pursuant to this Section 7 shall not increase the cost of

performance of the Work of this Agreement. Owner may extend the Term or any date set forth in schedule referenced in Section 2 *supra*, to compensate Consultant for lost time due to suspension, delay or interruption, and such time extension shall be Consultant's sole compensation for same. Consultant shall resume performance of such Work upon the date ordered by Owner.

9. Assignment

Consultant shall not assign the Agreement in whole or in part without Owner's prior written consent; however, Owner may assign the Agreement in whole or in part without Consultant's prior written consent.

10. Ownership of Documents

(a) All material specifically prepared for the Project and excluding any intellectual property already owned by Consultant that is furnished by Consultant or any Subconsultants (including but not limited to all film, video, or digital assets, Hypertext Markup Language ("HTML") files, JavaScript files, flash files, etc.) in connection with the Work shall be deemed Works Made for Hire and become the sole property of Owner. Consultant shall provide a tangible copy of the Work to Owner in any form(s) to be specified by Owner. Such materials may be used by Owner, in whole or in part, or in modified form, for any and all purposes Owner may deem desirable without further employment of, or payment of any additional compensation to Consultant. Consultant hereby acknowledges that whatever participation Consultant has, or will have, in connection with any copyrightable subject matter that is the subject of the Work is and shall be deemed Work Made for Hire on behalf of the Owner and that the Owner shall be the sole owner of the Work, and all underlying rights therein, worldwide and in perpetuity. In the event that the Work, or any portion thereof, does not qualify or is deemed not to be Work Made for Hire, Consultant hereby irrevocably transfers and assigns to the Owner all of Consultant's right, title and interest, throughout the world, in and to the Work, including, without limitation, all of Consultant's right, title and interest in the copyrights to the Work, including the unrestricted right to make modifications, adaptations and revisions to the Work and hereby waives any so-called "moral rights" with respect to the Work. Consultant grants to Owner a royalty free, worldwide perpetual, irrevocable, nonexclusive license to reproduce, modify, and publicly display the Work.

(b) Any plans, drawings, or specifications prepared by or on behalf of Consultant for the Project shall become property of Owner, and Consultant may not use same for any purpose not relating to the Project without Owner's prior written consent. Consultant may retain such reproductions of plans, drawings or specifications as Consultant may reasonably require. Upon completion of the Work or the termination of this Agreement, Consultant shall promptly furnish Owner with a complete set of original record prints. All such original materials shall become property of Owner who may use them, without Consultant's permission, for any proper purpose including but not limited to additions or completion of the Project.

11. Insurance

(a) Consultant shall procure and maintain all of the insurance required under this Section 10 during the Term of this Agreement, except with respect to Completed Operations coverage, as described in Section 10(g) below.

(b) Consultant shall not commence performance of the Work until Consultant has obtained, and required each Subconsultant to obtain, all the insurance required under this Section 10 and until it has furnished to Owner the certificate or certificates of insurance required by Section 10(c) hereof.

(c) Consultant shall furnish to Owner, before or upon execution of this Agreement, attention: **[name]**, a certificate or certificates of the insurance required under this Section 10 and, upon Owner's request, certified copies of the original policies of insurance, within the time period required by Owner and before commencing performance of the Work. Such certificate or certificates shall be in form satisfactory to Owner, shall list the various coverages and shall contain, in addition to any other provisions required hereby, a provision that the policy shall not be changed, canceled or reduced and that it shall be automatically renewed upon expiration and continued in force until two years after the Work is completed unless Owner is given 90 days' written notice to the contrary. Such certificates shall also include riders providing that violation of any of the terms of any policy shall not by itself invalidate such policy. Such policies and certificates must name as additional insureds Owner, Battery Park City Parks Conservancy Corporation ("BPCPC") and the State of New York.

(d) All insurance required to be procured and maintained must be procured from insurance companies that have a financial rating by A.M. Best Company as published in the most current key rating guide of A-:VII or better and which are authorized to do business in the State of New York.

(e) If at any time any of the required insurance policies should be canceled, terminated or modified so that insurance is not in effect as required, then Consultant shall suspend performance of the Work. If the Work is suspended then Owner may, at Owner's option, obtain insurance affording coverage equal to that required herein and the cost of such insurance shall be payable by Consultant to Owner.

(f) All additional insured protection afforded Owner, BPCPC, and the State of New York must be on a primary and non-contributory basis and all policies must include a waiver of subrogation in favor of Owner, BPCPC, and the State of New York.

(g) Consultant and Subconsultants shall secure in a form satisfactory to Owner the following:

(i) Worker's Compensation, Employer's Liability insurance (including United States Longshoreman & Harbor Workers and Jones Act coverages) and Disability Benefits during the Term for the benefit of such employees as are required to be insured by the applicable provisions of law and voluntary compensation for employees excluded from statutory benefits.

(ii) Commercial General Liability insurance, as follows:

(A) Coverage must be written on ISO Form CG 00 001 or its equivalent and with no modification to the contractual liability coverage provided therein, and shall be provided on an occurrence basis with limits not less than:

- \$1,000,000 per occurrence

- \$2,000,000 General Aggregate, which must apply on a per project basis
- \$2,000,000 Products/Completed Operations aggregate

(B) Owner, BPCPC and the State of New York must be protected as additional insureds with coverage at least as broad as the combination of the most recent editions of ISO Forms CG 20 26 and CG 20 37 on policies held by the Consultant and any of its Subconsultants. Subconsultants may not use blanket additional insured endorsements to provide additional insured protection to Owner, BPCPC, and the State of New York “by written contract” but must use ISO Form CG 20 38 or its equivalent. The policy must provide coverage for defense and indemnification of claims and/or lawsuits, including third party actions, claims and/or lawsuits for bodily injury to the employees of Consultant or Subconsultants arising from the injured worker’s employment with the Consultant or any of its Subconsultants

(C) Consultant and any of its Subconsultants must maintain Products/Completed Operations coverage for no less than three years after the Work is completed and continue to include Additional Insured protection for Owner, BPCPC & the State of New York for the prescribed timeframe and coverage shall contain, in addition to any other provisions required hereby, a provision that the policy shall not be changed, canceled or reduced. As a condition precedent to the making of final payment, Consultant shall furnish Owner with a then current certificate of insurance that confirms the Completed Operations coverage is in effect.

(D) When providing evidence of this insurance the Consultant and any of its Subconsultants must include a completed Acord 855 NY form.

(iii) Automobile Liability insurance covering the use in connection with the Work of all owned, non-owned and hired vehicles. The coverage must protect Owner, BPCPC, and the State of New York as additional insureds under such policy and shall not be less than a \$1,000,000 Combined Single Limit

(iv) Professional Liability (“Errors and Omissions”) insurance must be maintained at a limit of not less than \$1,000,000 per claim.

(v) Data Breach and Privacy/Cyber Liability Insurance including coverage for failure to protect confidential information and failure of the security of Consultant’s computer systems or Owner’s/BPCPC’s systems due to the actions of Consultant which results in unauthorized access to Owner’s and/or BPCPC’s data. The limit applicable to this policy shall be no less than \$1,000,000 per occurrence, and must apply to incidents related to the cyber theft of Owner’s and BPCPC’s property, including but not limited to, money and securities. Owner, BPCPC, and the State of New York must be protected as additional insureds on policies held by Consultant and any of its Subconsultants.

(vi) Technology Errors and Omissions insurance with a limit of not less \$1,000,000 for damages arising from computer-related services including, but not limited to, the following:

- Consulting;
- Data processing;
- Programming;

- System integration;
- Hardware or software development;
- Installation;
- Distribution or maintenance;
- Systems analysis or design;
- Training; and
- Staffing or other support services.

The policy shall include coverage for third party fidelity including cyber theft and protect Owner, BPCPC, and the State of New York as additional insureds.

(vii) Valuable Papers insurance insuring, for the benefit of Consultant and Owner, all plans, designs, drawings, specifications, and documents used under this Agreement by Consultant in a total amount of not less than **[amount]**. Consultant may furnish full coverage under one policy, or may submit separate policies from any Subconsultant(s) for their proportionate shares of such coverage.

(viii) Comprehensive Crime/Employee Dishonesty insurance in a reasonable amount or an amount which is customary in the applicable industry, trade or profession. Coverage must extend to Third Parties.

(ix) Umbrella Liability insurance in an amount of not less than **[amount]**. Owner, BPCPC, and the State of New York must be protected as additional insureds on policies held by the Consultant and any of its Subconsultants.

(h) The insurance required under subsections 10(g)(ii) and (iii) shall provide that the insurance company or an attorney approved and retained by the insurance company shall defend any suit or proceeding against Owner or any officers, agents or employees of Owner whether or not such suit is groundless, false or fraudulent. Notwithstanding the foregoing, Owner shall have the right to engage its own attorneys for the purpose of defending any suit or proceeding against it or its respective officers, agents or employees, and, in such event, Consultant shall, indemnify Owner for all attorneys' fees and disbursements and other costs incurred by it arising out of, or incurred in connection with, any such defense.

(i) Owner, at Owner's cost and expense, may, at its sole option, procure and maintain such insurance as shall in the opinion of Owner, protect Owner from contingent liability of Owner to others for damages arising from bodily injury, including death and property damages which may arise from operations under this Agreement. The procurement and maintenance of such insurance by Owner shall not in any way be construed or be deemed to relieve Consultant from, or to be a limitation on the nature or extent of, such obligations and risk.

12. Authority of Owner

The Work shall be subject to the general supervision, direction, control and approval of Owner or its authorized representative(s), whose decision shall be final and binding upon Consultant as to all matters arising in connection with or relating to this Agreement. Owner shall determine all matters relative to the fulfillment of this Agreement on the part of Consultant and such determination shall be final and binding on Consultant.

13. Entire Agreement

This Agreement, including all Exhibits hereto, constitutes the entire Agreement between Owner and Consultant, and any prior agreements or understandings between Owner and Consultant with respect to any portion of the Work are hereby merged into and with this Agreement.

14. Consultant as Independent Consultant

Notwithstanding any other provision of this Agreement, Consultant's status shall be that of an independent Consultant and not that of a servant, agent or employee of Owner. Accordingly, Consultant shall not hold itself out as, nor claim to be acting in the capacity of, an officer, agent, employee or servant of Owner.

15. Maintenance, Audit and Examination of Accounts

Consultant shall, until the earlier of six (6) years after completion of the performance of the Work or six (6) years after termination of this Agreement, maintain, and require all Subconsultants to maintain, complete and correct books and records relating to all aspects of Consultant's obligations hereunder, including without limitation, accurate cost and accounting records specifically identifying the costs incurred in performing their respective obligations, and shall make such books and records available to Owner or its authorized representatives for review and audit at all such reasonable times as Owner may request. In the event that Consultant and/or any Subconsultants shall fail to comply with the provisions of this Section 14, and as a result thereof shall be unable to provide reasonable evidence of such compliance, Owner shall not be required to pay any portion of the Fee and Reimbursable Expenses then due or next becoming due, as the case may be, with respect to such items, and if such compensation has already been paid, Owner may require Consultant to refund any such payment made. Any excessive audit costs incurred by Owner due to Consultant's or any Subconsultant's failure to maintain adequate records shall be borne by Consultant.

16. Acceptance of Final Payment; Release and Discharge

Final payment shall be made to Consultant upon satisfactory completion and acceptance by Owner of the Work required under this Agreement, or all Work performed prior to the termination of this Agreement if terminated pursuant to Section 6 hereof, and upon submission of a certification that all Subconsultants have been paid their full and agreed compensation. The acceptance by Consultant of the final payment under this Agreement, or any final payment due upon termination of this Agreement under Section 6 hereof, shall constitute a full and complete waiver and release of Owner from any and all claims, demands and causes of action whatsoever that Consultant, and/or its successors and assigns have, or may have, against Owner under the provisions of this Agreement, unless a detailed and verified statement of claim is served upon Owner prior to the date final payment is tendered by Owner. It is expressly understood and agreed that Owner's or Consultant's termination of this Agreement pursuant to Section 6 hereof shall not give rise to any claim against Owner for damages, compensation or otherwise as a result of such termination, and that under such circumstances Owner's liability to make payments to Consultant on account of any and all Work shall be limited to the payments set forth in Section 6 hereof.

17. Covenants, Representations and Warranties

(a) Consultant represents and warrants to Owner that:

(i) no public official is directly or indirectly interested in this Agreement, or in the supplies, materials, equipment, work, labor or services to which it relates or in any of the profits thereof;

(ii) except as set forth in this Agreement, Consultant has, and shall have, no interest, direct or indirect, in the Project to which the Work relates; and

(iii) to the best of its knowledge, upon due inquiry, no officer, member, partner or employee of Consultant has, prior to the date of this Agreement, been called before a grand jury, head of a state agency, head of a city department or other city agency to testify in an investigation concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority, or with any public department, agency or official of the State of New York or of any political subdivision thereof, and refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(b) Consultant covenants and agrees that:

(i) recognizing that time for completion of the Work is of the essence, Consultant shall perform all of its obligations hereunder in a prompt and workmanlike manner and in accordance with the time periods for the Work set forth herein;

(ii) the personnel assigned and any Subconsultant(s) used by Consultant in the performance of the Work hereunder shall be qualified in all respects for such assignment, employment and use;

(iii) Consultant, in the performance of the Work, shall utilize the most efficient available methodology and technology for the purpose of reducing the cost and time of such performance;

(iv) Consultant shall comply with the provisions of all Federal, State and local statutes, laws, rules, ordinances and regulations that are applicable to the performance of this Agreement;

(v) should any claim be made or any action be brought against the Owner that is in any way related to the Work, Consultant shall diligently render to Owner any and all assistance specified in Section 5 of this Agreement that may be required by Owner as a result thereof; and

(vi) Consultant shall not commit its personnel to, nor engage in, any other projects during the term of this Agreement to the extent that such projects may adversely affect the quality or efficiency of the Work or would otherwise be detrimental to the conduct and completion of the Work, and Consultant shall provide sufficient numbers of qualified personnel as shall be required to perform the Work in the time requested by Owner. Consultant shall comply with any reasonable request by Owner to remove and/or replace any of Consultant's personnel

from the Project.

(c) The parties make mutual representations that to the best of their knowledge that any materials provided by either party for inclusion in the Work shall not infringe upon the copyright or trademark of any third party.

18. Indemnity

To the fullest extent allowed by law:

(a) Consultant shall be liable to, and shall indemnify Owner, each Member, officer, agent and employee of Owner for, and shall hold each of the foregoing harmless from and against, any and all claims, losses, damages, expense, penalties, costs or other liabilities, including, without limitation, attorneys' fees, costs, disbursements and interest, arising out of the performance of the Work or Consultant's breach of this Agreement, including but not limited to any of the provisions set forth in Section 16 hereof, and Consultant agrees that it shall defend any suit or action brought against Owner or any Member, officer, agent or employees of Owner that is based on any loss or liability or alleged loss or liability indemnified herein.

(b) Consultant shall be liable to, and shall indemnify Owner and each of the Members, officers, agents and employees of Owner for, and shall hold each of the foregoing harmless from and against, any and all claims made against any of the foregoing for infringement of any copyright, trademark or patent arising out of the use of any plans, designs and specifications furnished by Consultant in the performance of this Agreement.

19. Confidentiality

Consultant hereby agrees that data, recommendations, reports and other materials developed in the course of the Work are strictly confidential between Consultant and Owner and except as specifically provided herein, Consultant may not at any time reveal or disclose such data, recommendations or reports in whole or in part to any third party without first obtaining written approval from Owner.

20. Modification

No modification, amendment, change, termination or attempted waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by the party to be bound.

21. Waiver

Except as otherwise provided in Section 15 of this Agreement, the parties may waive any of their rights hereunder without invalidating this Agreement or waiving any other rights hereunder, provided, however, that no waiver of, or failure to enforce or exercise any provision of this Agreement shall affect the right of any party thereafter to enforce such provisions or to exercise any right or remedy in the event of any other breach or default, whether or not similar.

22. Severability

If any term or provision of this Agreement or the application thereof to any person or entity, or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remaining provisions of this Agreement, or the application of such terms or provisions to persons, entities or circumstances other than those as to which it is held to be invalid or unenforceable, shall in no way be affected thereby and each term or provision of this Agreement shall be valid and binding upon the parties, and enforced to the fullest extent permitted by law.

23. New York Law/Forum Selection/Jurisdiction

This Agreement shall be construed under, and be governed by, the laws of the State of New York. All actions or proceedings relating, directly or indirectly, to this Agreement shall be litigated only in courts located within the County of New York. Consultant, any guarantor of the performance of its obligations hereunder (“Guarantor”) and their successors and assigns hereby subject themselves to the jurisdiction of any state or federal court located within such county, waive the personal service of any process upon them in any action or proceeding therein and consent that such process be served by certified or registered mail, return receipt requested, directed to the Consultant and any successor at Consultant’s address hereinabove set forth, to Guarantor and any successor at the address set forth in the instrument of guaranty, and to any assignee at the address set forth in the instrument of assignment. Such service shall be deemed made two days after such process is so mailed.

24. Provisions Required by Law

Each and every provision of law and clause required by law to be included in this Agreement shall be deemed to be included herein, and this Agreement shall read and shall be enforced as though such provision(s) and/or clause(s) were so included.

25. Notices

Any notice, approval, consent, acceptance, request, bill, demand or statement required or permitted to be given hereunder (a “Notice”) from either party to the other shall be in writing and shall be deemed given when received by overnight mail or when deposited with the United States Postal Service in a postage prepaid envelope, certified or registered mail, addressed to the other party at the addresses set forth above. If to Owner, Notices shall be sent to the attention of [HEAD OF DEPARTMENT], with copies to the [the General Counsel] and if to Consultant, Notices shall be sent to the attention of [NAME], [TITLE]. Either party may at any time change such address or add additional parties to receive a Notice by mailing, as aforesaid, to the other party a Notice thereof.

26. Approval and Use of Subconsultants

(a) Except as specifically provided herein, Consultant shall not employ, contract with or use the services of any consultants, Consultants or other third parties (collectively, “Subconsultants”) in connection with the performance of its obligations hereunder without the prior written consent of Owner to the use of each such Subconsultant, and to the agreement to be entered into between Consultant and any such Subconsultant. Consultant shall inform Owner in writing of any interest it may have in a proposed Subconsultant. No such consent by Owner, or employment, contract, or use by Consultant, shall relieve Consultant of any of its obligations

hereunder.

(b) Consultant shall be responsible for the performance of the Work of any Subconsultants engaged, including the maintenance of schedules, coordination of their Work and resolutions of all differences between or among Consultant and any Subconsultants. It is expressly understood and agreed that any and all Subconsultants engaged by Consultant hereunder shall at all times be deemed engaged by Consultant and not by Owner.

(c) The fees of any Subconsultant retained by Consultant to perform any part of the Work required under this Agreement shall be deemed covered by the compensation stipulated in Section 3 above. Consultant shall pay its Subconsultants in full the amount due them from the proportionate share of each requisition for payment submitted by Consultant and paid by Owner. Consultant shall make payment to its Subconsultants no later than seven (7) calendar days after receipt of payment from Owner. Consultant shall indemnify, defend and hold Owner harmless with respect to any claims against Owner based upon Consultant's alleged failure to make payments to Subconsultants for Work under this Agreement.

(d) Upon the request of Owner, Consultant shall cause any Subconsultant employed by the Consultant in connection with this Agreement to execute a copy of this Agreement, wherein such Subconsultant shall acknowledge that it has read and is fully familiar with the terms and provisions hereof and agrees to be bound thereby as such terms and provisions are or may be applicable to such Subconsultants.

27. Employment and Diversity

26.1 *Participation by Minority and Women-Owned Business Enterprises*

(a) General Provisions

(i) Owner is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

(ii) Consultant agrees, in addition to any other nondiscrimination provision herein and at no additional cost to Owner, to fully comply and cooperate with Owner in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBES"). Consultant's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws.

(iii) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section 26.1(g) and such other remedies as are available to Owner.

(b) Contract Goals

(i) For purposes of this Contract, Owner hereby establishes an overall goal of XX% for MWBE participation, XX% for New York State-certified minority-owned business enterprise (“MBE”) participation and XX% for New York State-certified women-owned business enterprise (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of MBEs and WBEs.

(ii) For purposes of providing meaningful participation by MWBEs on the Agreement and achieving the MWBE Contract Goals established in Section 26.1(b)(i) hereof, Consultant should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.

(iii) Additionally, Consultant is encouraged to contact the Division of Minority and Women’s Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on this Agreement.

(iv) Consultant understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.]

(v) Consultant must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as Subconsultants and suppliers in the performance of this Agreement. Such documentation shall include, but not necessarily be limited to:

- (A) Evidence of outreach to MWBEs;
- (B) Any responses by MWBEs to Consultant’s outreach;
- (C) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
- (D) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by Owner with MWBEs; and,

- (E) Information describing specific steps undertaken by Consultant to reasonably structure the Work to maximize opportunities for MWBE participation.

(c) Equal Employment Opportunity (“EEO”)

(i) The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to this Agreement.

(ii) In performing the Agreement, Consultant shall:

(A) Ensure that each Consultant and Subconsultant performing work on the Agreement shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(B) Consultant shall submit an EEO policy statement to Owner within seventy-two (72) hours after the date of the notice by Owner to award the Agreement to Consultant.

(C) If Consultant, or any of its Subconsultants, does not have an existing EEO policy statement, Owner may require Consultant or Subconsultant to adopt a model statement (see Exhibit C– Equal Employment Opportunity Policy Statement).

(D) Consultant’s EEO policy statement shall include the following language:

(1) Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

(2) Consultant shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(3) Consultant shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of Consultant's obligations herein.

(4) Consultant will include the provisions of Sections 26.1(c)(ii)(D)(1) through (3), which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subconsultant as to the Work.

[PLEASE NOTE THAT THIS REQUIREMENT “C” IS ONLY APPLICABLE WHERE A STATE AGENCY EXPECTS TO ENTER INTO A STATE CONTRACT WITH A TOTAL EXPENDITURE IN EXCESS OF \$250,000. NOTE: THIS LANGUAGE SHOULD BE DELETED FROM THE FINAL CONTRACT]

(iii) Staffing Plan. To ensure compliance with this Section, Consultant shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Agreement by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Consultant shall complete the staffing plan form (<https://www.ogs.ny.gov/MWBE/Docs/EEO100.docx>) and submit it as part of their bid or proposal or within a reasonable time, as directed by Owner.

WORKFORCE UTILIZATION REPORTS SHALL BE COLLECTED ON A MONTHLY BASIS FOR CONSTRUCTION CONTRACTS AND A QUARTERLY BASIS FOR ALL OTHER CONTRACTS. NOTE: THIS LANGUAGE SHOULD BE DELETED FROM THE FINAL CONTRACT]

(iv) Workforce Utilization Report

(A) Consultant shall submit a Workforce Utilization Report (https://its.ny.gov/sites/default/files/documents/eoo_workforce_utilization_report.xlsx) and shall require each of its Subconsultants to submit a Workforce Utilization Report, in such form as shall be required by Owner on a quarterly basis during the term of this Agreement.

(B) Separate forms shall be completed by Consultant and any Subconsultants.

(C) Pursuant to Executive Order #162, Consultants and Subconsultants are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.

(v) Consultant shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. Consultant and its Subconsultants shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(d) MWBE Utilization Plan

(i) Consultant represents and warrants that Consultant has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by Owner, through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that Consultant may arrange to provide such evidence via a non-electronic method to Owner, either prior to, or at the time of, the execution of the contract.

(ii) Consultant agrees to adhere to such MWBE Utilization Plan in the performance of the Work.

(iii) Consultant further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Agreement. Upon the occurrence of such a material breach, Owner shall be entitled to any remedy provided herein, including but not limited to, a finding that Consultant is non-responsive.

(e) Waivers

(i) If Consultant, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, Consultant may submit a request for a waiver through the NYSCS, or a non-electronic method provided by Owner. Such waiver request must be supported by evidence of Consultant’s good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, Owner shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

(ii) If Owner, upon review of the MWBE Utilization Plan, quarterly MWBE Consultant Compliance Reports described in Section 26.1(c)(iv)(C), or any other relevant information, determines that Consultant is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, Owner may issue a notice of deficiency to Consultant. Consultant must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

(f) Consultant is required to submit a quarterly MWBE Consultant Compliance Report through the NYSCS, provided, however, that Consultant may arrange to provide such report via a non-electronic method to Owner by the 10th day following the end of each quarter during the term of the Agreement.

(g) Liquidated Damages - MWBE Participation

(i) Where Owner determines that Consultant is not in compliance with the requirements of this Section 26.1 and Consultant refuses to comply with such requirements, or if Consultant is found to have willfully and intentionally failed to comply with the MWBE participation goals, Consultant shall be obligated to pay to Owner liquidated damages.

(ii) Such liquidated damages shall be calculated as an amount equaling the difference between:

(A) All sums identified for payment to MWBEs had Consultant achieved the contractual MWBE goals; and

(B) All sums actually paid to MWBEs for work performed or materials supplied under the Agreement.

(iii) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by Owner, Consultant shall pay such liquidated damages to Owner within sixty (60) days after they are assessed. Provided, however, that if Consultant has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to Consultant following the complaint process.

26.2 *Participation by Service-Disabled Veteran-Owned Businesses*

(a) General Provisions

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by New York State-certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. Owner recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of Owner contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Consultants are expected to consider SDVOBs in the fulfillment of the requirements of the Agreement. Such participation may be as Subconsultants or suppliers, as protégés, or in other partnering or supporting roles.

(b) Contract Goals

(i) Owner hereby establishes an overall goal of __% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Consultant should reference the directory of New York State Certified SDVOBs found at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf. Questions regarding compliance with SDVOB participation goals should be directed to Shinay Stewart at shinay.stewart@bpca.ny.gov or (212) 336-9353. Additionally, following execution of this Agreement, Consultant is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Agreement.

(ii) Consultant must document "good faith efforts" to provide meaningful participation by SDVOBs as subConsultants or suppliers in the performance of the Contract (see Section 26.2(d) below).

(c) SDVOB Utilization Plan

(i) In accordance with 9 NYCRR § 252.2(i), Consultants are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 (https://ogs.ny.gov/Veterans/Docs/2016/SDVOB_100_Utilization_Plan.docx) with their bid.

(ii) The Utilization Plan shall list the SDVOBs that Consultant intends to use to perform the Work, a description of the Work that Consultant intends the SDVOB to perform to meet the goals on the Agreement, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Work the SDVOB will perform. By signing the Utilization Plan, Consultant acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the contract award and during the term of the Agreement must be reported on a revised SDVOB Utilization Plan and submitted to Owner.

(iii) Owner will review the submitted SDVOB Utilization Plan and advise the Consultant of Owner acceptance or issue a notice of deficiency within 20 days of receipt.

(iv) If a notice of deficiency is issued, Consultant agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to Owner a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by Owner to be inadequate, Owner shall notify Consultant and direct the Consultant to submit, within five business days of notification by Owner, a request for a partial or total waiver of SDVOB participation goals on Form SDVOB 200 (https://ogs.ny.gov/Veterans/Docs/2016/SDVOB_200_Waiver_Form.docx). Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

(v) Owner may disqualify a Consultant's bid or proposal as being non-responsive under the following circumstances:

- (A) If Consultant fails to submit an SDVOB Utilization Plan;
- (B) If Consultant fails to submit a written remedy to a notice of deficiency;
- (C) If Consultant fails to submit a request for waiver; or
- (D) If Owner determines that Consultant has failed to document good faith efforts.

(vi) Consultant certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Agreement pursuant to the prescribed SDVOB contract goals set forth above.

(vii) Consultant further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Owner shall be entitled to any remedy provided herein, including but not limited to, a finding of Consultant non-responsibility.

(d) Waivers

(i) Prior to submission of a request for a partial or total waiver, Consultant shall speak to Shinay Stewart at shinay.stewart@bpca.ny.gov or (212) 336-9353 for guidance.

(ii) In accordance with 9 NYCRR § 252.2(m), a Consultant that is able to document good faith efforts to meet the goal requirements, as set forth in Section 26.2(e) below, may submit a request for a partial or total waiver on Form SDVOB 200 (https://ogs.ny.gov/Veterans/Docs/2016/SDVOB_200_Waiver_Form.docx), accompanied by supporting documentation. Consultant may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by Owner at that time, the provisions of Section 26.2(c)(iii), (iv) and (v) will apply. If the documentation included with the Consultant's waiver request is complete, Owner shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

(iii) Consultant shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Work. Requests for a partial or total waiver of established goal requirements made subsequent to award of the Agreement may be made at any time during the term of the Agreement to Owner, but must be made no later than prior to the submission of a request for final payment.

(iv) If Owner, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report determines that Consultant is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, Owner may issue a notice of deficiency to the Consultant. The Consultant must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals. Waiver requests should be sent to Owner.

(e) Required Good Faith Efforts. In accordance with 9 NYCRR § 252.2(n), Consultants must document their good faith efforts toward utilizing SDVOBs on the Agreement. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (i) Copies of solicitations to SDVOBs and any responses thereto.
- (ii) Explanation of the specific reasons each SDVOB that responded to Consultants' solicitation was not selected.
- (iii) Dates of any pre-bid, pre-award or other meetings attended by Consultant, if any, scheduled by Owner with certified SDVOBs whom Owner determined were capable of fulfilling the SDVOB goals set in the Agreement.
- (iv) Information describing the specific steps undertaken to reasonably structure the Work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (v) Other information deemed relevant to the waiver request.

(f) Monthly SDVOB Consultant Compliance Report

In accordance with 9 NYCRR § 252.2(q), Consultant is required to report Monthly SDVOB Consultant Compliance to Owner during the term of the Agreement for the preceding month's activity, documenting progress made towards achieving the SDVOB goals. This information must be submitted using form SDVOB 101 available at https://ogs.ny.gov/Veterans/Docs/2016/SDVOB_101_Monthly_Compliance%20Report.docx and should be completed by the Consultant and submitted to Owner, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: Shinay Stewart at shinay.stewart@bpca.ny.gov.

(g) Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Consultant found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in this Agreement, shall be found to have breached the Agreement and Consultant shall pay damages as set forth therein.

28. Responsibility

(a) Consultant shall at all times during the Term of this Agreement remain responsible. Consultant agrees, if requested by Owner or Owner's designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

(b) Owner or Owner's designee, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question Consultant's responsibility. In the event of such suspension, Consultant will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Consultant must comply with the terms of the suspension order. Activity under the Agreement may resume at such time as Owner or its designee issues a written notice authorizing a resumption of performance under the Agreement.

(c) Upon written notice to Consultant, and a reasonable opportunity to be heard with appropriate officials or staff of Owner, this Agreement may be terminated by Owner or Owner's designee at Consultant's expense where Consultant is determined by Owner or its designee to be non-responsible. In such event, Owner or its designee may complete the contractual requirements in any manner it deems advisable, and pursue available legal or equitable remedies for breach.

29. Interest of Others

Nothing in this Agreement shall be construed to give any person other than Owner and Consultant any legal or equitable right, remedy or claim. This Agreement shall be held to be for the sole and exclusive benefit of Owner and Consultant.

30. Executory Contract

It is understood by and between the parties hereto that this Agreement shall be deemed

executory to the extent of the monies available to Owner and no liability on account thereof shall be incurred by Owner beyond monies available for the purpose thereof. In no event shall any claim be asserted under this Agreement by Consultant or any Subconsultant against any member, officer, employee, lessee, consultant or agent of Owner or the State of New York. By execution of this Agreement, Consultant agrees to look solely to Owner with respect to any claim that may arise.

31. Participation in International Boycott Prohibited

Consultant agrees, as a material condition of this Agreement, that neither Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated or is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the United States Export Administration Act of 1979, as amended, or the Regulations of the United States Department of Commerce promulgated thereunder. This Agreement shall be rendered forfeited and void by the Comptroller of the State of New York if, subsequent to execution, such person, firm, partnership or corporation has been convicted of a violation of the provisions of either of such federal acts or such Regulations or has been found upon the final determination of the United States Commerce Department or any other appropriate agency of the United States to have violated the provisions of either of such federal acts or such Regulations.

32. MacBride Fair Employment Principles

If the amount payable to Consultant under this Agreement is greater than \$15,000, Consultant hereby certifies that it and/or any individual or legal entity in which it holds a 10% or greater ownership interest, and any individual or legal entity that holds a 10% or greater ownership interest in it, either have no business operations in Northern Ireland, or shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, as set forth in Section 165(5) of the New York State Finance Law, and shall permit independent monitoring of their compliance with such Principles.

33. Limitation Periods

Any legal action or proceeding against Owner must be commenced no later than one (1) year after the earlier of: (a) the termination of this Agreement, or (b) the last day Consultant performed work physically at the site of the Work.

34. Iran Divestment Act

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

35. Termination for Failure to Disclose Under NYS Finance Law §139k

Owner reserves the right to terminate this Agreement in the event it is found that the certification filed by Consultant pursuant to New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, Owner may exercise its termination right by providing written notification to the Consultant in accordance with the written notification terms of this contract.

36. Comptroller's Approval

If this contract is considered an eligible contract as defined by Title 2 of NYCRR Part 206, it is subject to the New York State Comptroller's approval, and therefore shall not be valid and enforceable until that approval has been obtained. A contract is considered "eligible" as defined by Title 2 of NYCRR Part 206, if it is not a specifically exempt contract, is executed by a state authority on or after March 1, 2010 where the aggregate consideration under the contract may reasonably be valued in excess of one million dollars, AND the contract is either (1) awarded on a single-source basis, sole-source basis or pursuant to any other method of procurement that is not a competitive procurement OR (2) supported in whole or part with funds appropriated from the Community Projects Fund (007).

37. Binding Contract

A binding contract between the parties shall exist only if and at such time as both parties have executed this document.

38. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument, but the Agreement shall not be deemed effective unless signed by all parties.

39. Section Headings

Section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in governing, limiting, modifying, construing or affecting the provisions of this Agreement and shall not otherwise be given legal effect.

40. Subordination of Terms in the Exhibits

In the event of a conflict of terms, the terms stated in Sections 1-39 herein, shall take precedence over and shall prevail over any printed, typed, or handwritten terms located in the Exhibits.

41. Electronic Signature

The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

(SIGNATURE PAGE FOLLOWS)

SAMPLE

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

HUGH L. CAREY BATTERY PARK CITY AUTHORITY

By: _____

Name: _____

Title: _____

[COMPANY]

By: _____

Name: _____

Title: _____

FEIN# [??]

EXHIBIT A
SCOPE OF WORK

SAMPLE

EXHIBIT B

RATES

SAMPLE

EXHIBIT C

M/WBE AND EEO POLICY STATEMENT

Consultant agrees to adopt the following policies with respect to the Work:

MWBE:

Consultant will and will cause its Subconsultants to take good faith actions to achieve the M/WBE contract participations goals set by the Owner for that area in which the Owner-funded project is located, by taking the following steps:

- (a) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State-certified MBEs or WBEs, including solicitations to M/WBE consultant associations.
- (b) Request a list of State-certified M/WBEs from Owner and solicit bids from them directly.
- (c) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (d) Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE consultants to enhance their participation.
- (e) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Consultant will also maintain records of actions that its Subconsultants have taken toward meeting M/WBE contract participation goals.

Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation

EEO:

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Owner contracts.
- (b) Consultant shall state in all solicitation or advertisements for employees that in the performance of the Owner contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- (c) At the request of Owner, Consultant shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of Consultant's obligations herein.
- (d) Consultant shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Consultant and Subconsultants shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) Consultant will include the provisions of sections (a) through (d) above in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subconsultant as to work in connection with Owner's contract.

(a)

Agreed to this _____ day of _____, _____

By: _____

Print: _____ Title: _____

EXHIBIT D
PREVAILING WAGE SCHEDULE

SAMPLE

EXHIBIT G

(Prevailing Wage Schedule)

[Attached]



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Battery Park City Authority

Rita Chadha, Assistant General Counsel
200 Liberty Street
24th Floor
New York NY 10281

Schedule Year 2020 through 2021
Date Requested 05/09/2021
PRC# 2021004644

Location Battery City Park, Manhattan

Project ID#

Project Type Provide tree pruning, tree and stump removal, tree planting, and other tree consultation services for Battery City Park

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

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

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

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

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Battery Park City Authority

Rita Chadha, Assistant General Counsel
200 Liberty Street
24th Floor
New York NY 10281

Schedule Year 2020 through 2021
Date Requested 05/09/2021
PRC# 2021004644

Location Battery City Park, Manhattan

Project ID#

Project Type Provide tree pruning, tree and stump removal, tree planting, and other tree consultation services for Battery City Park

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 : _____

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

Social Security Numbers on Certified Payrolls:

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

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

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

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

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

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

Effective June 23, 2020

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

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

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

Employer Name:

IA 999 (09/16)

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of
the Labor Laws
of 2007:

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

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

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

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

New York County General Construction

Asbestos Worker

05/01/2021

JOB DESCRIPTION Asbestos Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Asbestos Worker \$ 44.00
Removal & Abatement Only*

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

SUPPLEMENTAL BENEFITS

Per Hour:

Asbestos Worker \$ 8.70
Removal & Abatement Only

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

Apprentice Removal & Abatement Only:

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

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

SUPPLEMENTAL BENEFIT

Per Hour:

Apprentice
Removal & Abatement \$ 8.70

4-12a - Removal Only

Boilermaker

05/01/2021

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

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

SUPPLEMENTAL BENEFITS

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

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

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

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wage per hour:

(1/2) Year Terms at the following percentage of Boilermaker's Wage

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

Supplemental Benefits Per Hour:

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

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

4-5

Carpenter

05/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2020

Piledriver	\$ 55.93
Dockbuilder	\$ 55.93

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 52.44
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OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

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

Supplemental benefits per hour:

All Terms:	\$ 34.34
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8-1556 Db

Carpenter

05/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2020

Carpet/Resilient

Floor Coverer \$ 54.00

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

SUPPLEMENTAL BENEFITS

Per hour: \$ 46.99

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

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

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

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

Supplemental benefits per hour:

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

8-2287

Carpenter

05/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Marine Construction:

Marine Diver \$ 70.80

Marine Tender 50.34

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 52.34

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

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

Supplemental Benefits
Per Hour:

All terms \$ 34.34

8-1456MC

Carpenter

05/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2020

Building

Millwright \$ 55.70

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 54.16

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

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

Supplemental benefits per hour:

One (1) year terms:

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

8-740.1

Carpenter

05/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2020

Timberman \$ 51.05

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2020

\$ 51.79

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

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

Supplemental benefits per hour:

All terms \$ 34.07

8-1556 Tm

Carpenter

05/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, Tompkins Corner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour: 07/01/2020 10/18/2020

Core Drilling:

Driller \$ 41.19 \$ 41.74

Driller Helper 32.62 32.92

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 27.95

OVERTIME PAY

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

HOLIDAY

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

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

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

8-1536-CoreDriller

Carpenter

05/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2020

Show Exhibit \$ 54.50

Bldg. Carpenter 54.00*

* Not applicable in Putnam County

SUPPLEMENTAL BENEFITS

Per hour worked:

Show Exhibit \$ 51.23

Bldg. Carpenter 46.73

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Paid:for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

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

REGISTERED APPRENTICES

Wages per hour: Show Exhibit

(1) year terms:

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

Supplemental benefits per hour:

All terms \$ 33.79

Wages per hour: Bldg. Carpenter

(1) year terms:

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

Supplemental benefits per hour:

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

8-EXHIB

Carpenter - Building High Rise Concrete Form Work

05/01/2021

JOB DESCRIPTION Carpenter - Building High Rise Concrete Form Work

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2020

Building High Rise:

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

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

SUPPLEMENTAL BENEFITS

Per hour:

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

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms:

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

Supplemental benefits per hour:

Concrete Carpenter:
Apprentices

1st
\$ 16.15

2nd
\$ 16.28

3rd
\$ 16.41

4th
\$ 16.56

8-NYC Bldg/212

Carpenter - Heavy&Highway

05/01/2021

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

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

WAGES

Per hour:

07/01/2020

Heavy&Highway Carpenter \$ 55.93

SUPPLEMENTAL BENEFITS

Per hour worked:

Heavy & Highway
Carpenter \$ 52.34

OVERTIME PAY

See (B, E2, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms:

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

Supplemental Benefits:

Per Hour:

All terms \$ 34.34

8-NYC H/H

Electrician

05/01/2021

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2020

Tree Trimmer \$ 31.31

Ground Person \$ 20.69

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

SUPPLEMENTAL BENEFITS

Per hour:

Tree Trimmer \$ 11.73

Ground Person \$ 7.75

OVERTIME PAY

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

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

HOLIDAY

HOLIDAY:

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

(An additional floating holiday after four years service)

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

9-3T

Electrician

05/01/2021

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

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

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

SUPPLEMENTAL BENEFITS

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

* Applies to overtime hours

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-3m

Electrician

05/01/2021

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

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

Service and Maintenance on Alarm and Security Systems.

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

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker:	\$ 18.43	\$ 19.32

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

Electrician	05/01/2021
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JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour: 07/01/2020 04/12/2021

Electrician Audio/Sound and Temporary Light/ Power	\$ 58.00	\$ 58.00
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Evening(Swing Shift):

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

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

Group 1	\$ 58.00	\$ 58.00
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All tasks not listed in Group 2

Group 2	\$ 30.50	\$ 30.50
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D.C portion and associated mechanical equipment related to solar systems
(excluding battery storage and its associated equipment) including work related to
Weather Stations and Data Acquisitions/Monitoring Systems on solar photovoltaic systems.

Mounting of PC modules.

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

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

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

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

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician	\$ 58.46	\$ 58.46
	62.12*	62.12*

Swing Shift:	66.62	66.62
	70.92*	70.92*

Graveyard Shift:	73.47	73.47
	78.28*	78.28*

Temporary Light/Power:	25.46	25.46
	28.55*	28.55*

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

* Applies when premium wages are paid.

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

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

OVERTIME PAY

See (A, H) on OVERTIME PAGE

See (B) for Temporary Light and Power

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages Per Hour:

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

Supplemental Benefits per hour:

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

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

9-3

Electrician - Highway and Street Lighting, Traffic Signals and Controls

05/01/2021

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

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

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

SUPPLEMENTAL BENEFITS

Per Hour:

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

* Applies when premium wages are paid

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

OVERTIME PAY

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

B - Applies to Electro Pole Foundation Installer

E4 - Applies to Electro Pole Maintainer

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-3J

Elevator Constructor

05/01/2021

JOB DESCRIPTION Elevator Constructor **DISTRICT 4**

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

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

WAGES

Per hour:

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

SUPPLEMENTAL BENEFITS

Per Hour:

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

OVERTIME PAY

Constructor See (D, M, T) on OVERTIME PAGE.

Modern/Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES PER HOUR:

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

1 YEAR TERMS:

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

SUPPLEMENTAL BENEFITS

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

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

4-1

Glazier

05/01/2021

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	7/01/2020	5/01/2021
Glazier	\$ 57.55	\$ 58.60
*Scaffolding	58.55	59.55
Glass Tinting & Window Film	29.17	29.60
**Repair & Maintenance	29.17	29.60

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

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

SUPPLEMENTAL BENEFITS

Per hour:	7/01/2020	5/01/2021
Journeyworker	\$ 34.59	\$ 36.04
Glass tinting & Window Film	20.29	21.19
Repair & Maintenance	20.29	21.19

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only

Paid: See(5, 6, 16, 25)

Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	7/01/2020	5/01/2021
1st term	\$ 20.14	\$ 20.72
2nd term	28.21	28.66
3rd term	34.10	34.67
4th term	45.80	46.62

Supplemental Benefits:

(Per hour)

1st term	\$ 16.16	\$ 16.58
2nd term	22.76	23.57
3rd term	25.16	26.09
4th term	29.73	30.91

8-1087 (DC9 NYC)

Insulator - Heat & Frost

05/01/2021

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Insulators

Heat & Frost \$ 69.01

SUPPLEMENTAL BENEFITS

Per Hour:

Insulators

\$ 34.16

Heat & Frost

OVERTIME PAY

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

* 8th Hour paid at time and one half

** Triple time for Labor Day (If worked)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages:

1 year terms Per Hour:

Hired prior to 8/21/2017

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

Hired after 8/21/2017

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

Hired prior to 8/21/2017

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

4-12

Ironworker

05/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

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

Ironworker Rigger \$ 67.13 \$ 67.99

Ironworker Stone
Derrickman \$ 67.13 \$ 67.99

SUPPLEMENTAL BENEFITS

Per hour: \$ 40.94 \$ 41.44

OVERTIME PAY

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

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

** Benefits same premium as wages on Holidays only

HOLIDAY

Paid: See (18) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental benefits:

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

9-197D/R

Ironworker

05/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

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

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker: \$ 58.05 \$ 59.05

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Apprentices hired before 8/31/2018:

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

5th Term	80%
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Supplemental Benefits per hour:		
5th Term	52.38	53.48
Apprentices Hired after 9/1/18:		
1 year terms		
1st Term	\$ 21.13	\$ 21.13
2nd Term	24.77	24.77
3rd Term	36.32	28.40
4th Term	TBD	32.06
Supplemental Benefits per hour:		
1st Term	\$ 17.61	\$ 17.89
2nd Term	18.86	19.14
3rd Term	52.58	20.40
4th Term	TBD	21.66

4-580-Or

Ironworker	05/01/2021
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JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:

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

Structural	\$ 52.70	\$ 53.45
Bridges		
Machinery		

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman	\$ 81.35	\$ 82.35
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OVERTIME PAY

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

*NOTE: Benefits are calculated for every hour paid

HOLIDAY

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

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

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

Supplemental Benefits

PER HOUR PAID:

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

Ironworker	05/01/2021
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JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2020

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Reinforcing & Metal Lathing	\$ 38.30
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OVERTIME PAY

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

*Only \$22.00 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half	\$ 45.08
Double Time	\$ 51.33

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

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

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

SUPPLEMENTAL BENIFITS

Per Hour:

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

4-46Reinf

Laborer	05/01/2021
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JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

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

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

** Applies to Heavy & Highway projects

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 46.63

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following hourly wage rate.

07/01/2020

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

Supplemental Benefits per hour:

All Apprentices 46.63

9-731Ex

Laborer

05/01/2021

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

GROUP 14: Blasters.

GROUP 16: Tunnel workers *

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

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

Wages: (per hour) 07/01/2020

Laborer (Tunnel)-FREE AIR:

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

Small Bore Micro
Tunnel Machines 80% of rates above

For Repairs on Existing
Water Tunnels 90% of rates above

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

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

OVERTIME PAY

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

HOLIDAY

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

9-147Tnl/Free

Laborer

05/01/2021

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2020

Laborer:

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

* This portion is not subject to overtime premiums.

SUPPLEMENTAL BENEFITS

Per Hour \$ 19.45
+ \$7.00**

** This portion subject to overtime premiums.

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits:
(Per Hour)

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

*This amount subject to same premium as wages

**Journeyworker rate applies after 4000 hours

9-6A/18A/20-C

Laborer - Building	05/01/2021
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JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2020

Basic Laborer and
Mason Tender \$ 40.65*

*Before calculating premium wage deduct \$2.25

SUPPLEMENTAL BENEFITS

Per hour:

Basic Laborer and
Mason Tender \$ 28.79

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following wage rate:

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

Supplemental Benefits per hour:

07/01/2020
All Terms \$ 9.67

9-MTDC(79)

Laborer - Building	05/01/2021
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JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2020

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

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

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage Per Hour:

1000 hour terms at the following wage rate:

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

Supplemental Benefits per hour:

All Terms: \$ 9.67

9-MTDC (79-ID)

Laborer - Building

05/01/2021

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

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

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker \$ 28.79

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

1000 hours terms at the following wage.

07/01/2020

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

Supplemental Benefits per hour:

07/01/2020

All Terms: \$ 9.67

9-30 (79)

Laborer - Building

05/01/2021

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

Laborer \$ 16.95 \$17.75

OVERTIME PAY

See (B, B2, I) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1000 hour terms at the following;

Per Hour: 07/01/2020

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

SUPPLEMENTAL BENEFIT

Per Hour:

ALL TERMS \$ 14.45

4-NYDC(78)

Laborer - Building

05/01/2021

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2020

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

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

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage.

07/01/2020

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

Supplemental Benefits per hour:

07/01/2020

All Terms: \$ 9.67

9-79/95

Laborer - Concrete & Asphalt Paving

05/01/2021

JOB DESCRIPTION Laborer - Concrete & Asphalt Paving

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

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

Per hour: 07/01/2020

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 41.46

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

OVERTIME PAY

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

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

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

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE

HOLIDAY:

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

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

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

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

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

REGISTERED APPRENTICES

Wage per hour:

2000 hours term:

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

9-1010H/H

Laborer - Trac Drill

05/01/2021

JOB DESCRIPTION Laborer - Trac Drill

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

Group 2: Hydraulic Trac Drill

Group 3: Air Trac, Wagon and Quarry bar

Group 4: Blaster

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

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications 46.63

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following hourly wage rate.

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

Supplemental Benefits per hour:

All Apprentices 46.63

9-731/29

Laborer - Tunnel

05/01/2021

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

GROUP 5: Blasters and Mucking Machine Operators

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

GROUP 7: Top Nipper

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

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

WAGES: (per hour)

07/01/2020

Laborer(Compressed Air):

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

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

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS:

per hour:

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

OVERTIME PAY

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

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

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

HOLIDAY

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

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

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

9-147Tnl/Comp Air

Mason

05/01/2021

JOB DESCRIPTION Mason

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Brick/Blocklayer \$ 62.29

Base Wage for OT Calculation \$ 52.56

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer \$ 28.55

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour:

All Apprentices \$ 19.70

4-1Brk

Mason - Building

05/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building

	07/01/2020	01/01/2021
Wages per hour:		

Mosaic & Terrazzo Mechanic \$57.42 \$ 57.92

Mosaic & Terrazzo Finisher \$55.82 \$ 56.32

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic	\$ 25.61* + \$11.47	\$ 25.81* + \$11.72
Mosaic & Terrazzo Finisher	\$ 25.61* + \$11.45	\$ 25.81* + \$ 11.70

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

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

Deduct \$6.60 from hourly wages before calculating overtime.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES

Wages per hour:

(750 Hour) terms at the following wage rate.

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

Supplemental benefits per hour:

07/01/2020	\$12.81* +\$9.04	\$14.09* +\$9.94	\$15.37* +\$10.84	\$16.65* +\$11.75	\$17.93* +\$12.65	\$19.21* +\$13.55	\$21.77* +\$15.36	\$24.33* +\$17.16
01/01/2021	\$12.91*	\$14.20*	\$15.49*	\$16.78*	\$18.07*	\$19.36*	\$21.94*	\$24.52*

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

Supplemental Benefits per hour:

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

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

9-7/3

Mason - Building

05/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

Tile Setters \$ 60.36 \$ 61.15

SUPPLEMENTAL BENEFITS

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

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

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

750 hour terms at the following wage rate:

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

Supplemental Benefits per hour:

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

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

9-7/52

Mason - Building	05/01/2021
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JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES

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

WAGES

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

Building-Marble Restoration:

Marble, Stone & \$ 44.66 \$ 45.37

Terrazzo Polisher, etc

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher \$ 28.41 \$ 28.80

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES

WAGES per hour:

900 hour term at the following wage:

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

Supplemental Benefits Per Hour:

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

9-7/24-MP

Mason - Building	05/01/2021
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JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES

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

WAGES

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

Marble Cutters & Setters \$ 60.35 \$ 60.89

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 37.24 \$ 37.65

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

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

Supplemental Benefits per hour:

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

9-7/4

Mason - Building **05/01/2021**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

Tile Finisher \$ 46.66 \$ 47.05

SUPPLEMENTAL BENEFITS

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

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

OVERTIME PAY

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

Double time rate after 10 hours on Saturdays

HOLIDAY

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

9-7/88-tf

Mason - Building **05/01/2021**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

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

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

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

Note 2: Flaming equipment operator
shall be paid an additional \$25.00 per day.

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone, etc
Maintenance Finishers: \$ 13.85 \$ 13.96

OVERTIME PAY

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

*Double hourly rate after 8 hours on Saturday

HOLIDAY

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

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

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:

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

Supplemental Benefits:

Per hour:

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

9-7/24M-MF

Mason - Building / Heavy&Highway

05/01/2021

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

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

Marble-Finisher \$ 47.92 \$ 48.27

SUPPLEMENTAL BENEFITS

Journeyworker:

per hour

Marble- Finisher \$ 34.99 \$ 35.25

OVERTIME PAY

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

HOLIDAY

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

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

** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway

05/01/2021

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Cement Mason \$ 51.97

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason	\$ 33.71
Overtime Rate*	\$ 54.42

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

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

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

Supplement Benefits per hour paid:

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

4-780

Mason - Building / Heavy&Highway

05/01/2021

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Per Hour:

07/01/2020

Stone Setter	\$ 64.42
Stone Tender	\$ 44.89

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter	\$ 33.30
Stone Tender	\$ 19.40

OVERTIME PAY

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

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

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

HOLIDAY

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

Paid: *Must work first 1/2.

REGISTERED APPRENTICES

Per Hour:

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

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

Supplemental Benefits:

All Apprentices	\$ 20.44
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Mason - Heavy&Highway

05/01/2021

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Pointer, Caulkers & \$ 53.67
Cleaners

SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & \$ 27.14
Caulkers

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Apprentices Supplemental Benefits:
(per hour paid)

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

Operating Engineer - Building

05/01/2021

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

NOTE:Construction surveying

Party chief--One who directs a survey party

Instrument Man--One who runs the instrument and assists Party Chief.

Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2020

Building Construction:

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

Steel Erection:

Party Chief	\$ 78.44
Instrument Man	\$ 62.74

Rodman	\$ 44.39
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Heavy Construction-NYC counties only:

(Foundation, Excavation.)

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020

Building Construction & Steel \$ 22.85* + 6.90

Heavy Construction \$ 23.10* + 6.90

* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit:
\$ 16.45

OVERTIME PAY

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

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY

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

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

9-15Db

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

05/01/2021

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

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

STEEL ERECTION:

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

Group 2: Oiler (Truck Crane)

Group 3: Oiler (Crawler Crane)

BUILDING CONSTRUCTION:

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

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

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

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

Group 5: Maintenance on Radiant Mechanical Heaters

HEAVY CONSTRUCTION (Excavation, Foundations, etc)

Group 1: Maintenance of: Generators, Light Towers

Group 2: Maintenance of: Pumps, Mixers including mudsucking

Group 3: Base Mounted Tower Cranes

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

WAGES:

Per hour: 07/01/2020

Steel Erection:

Group 1	\$ 76.12
Group 2	71.74
Group 3	56.45

Building Construction:

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

Heavy Construction:

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020

All classifications \$ 24.55* plus \$7.40

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

Non-Worked Holiday Supplemental Benefits:

\$ 16.95

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages Per Hour:

(1) year terms at the following wage rates:

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

Supplemental Benefits:

Per Hour:

All Apprentices: \$ 11.55* Plus 7.40

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

9-15Ab

Operating Engineer - Building / Heavy&Highway

05/01/2021

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

Per Hour: 07/01/2020

Maintenance Engineer \$ 76.09
(Sewer Systems)

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020

Journeyman \$ 24.55*
plus \$ 7.40

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

Non-Worked Holiday Supplemental Benefits:
\$ 16.95

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates.

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

Supplemental Benefits:
Per Hour:

All Apprentices: \$ 11.55* plus \$ 7.40

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

9-15Sewer

Operating Engineer - Building / Heavy&Highway

05/01/2021

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Well Driller \$ 38.40 \$ 39.30

Well Driller
Helper 33.42 34.17

Hazardous Waste Differential
Added to Hourly Wage:

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

Monitoring Well Work
Add to Hourly Wage:

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

SUPPLEMENTAL BENEFITS

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

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

OVERTIME PAY

See (B2, P, S) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Apprentices at 12 Month Terms

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

SUPPLEMENTAL BENIFITS

Per Hour:

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

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

4-138well

Operating Engineer - Building & Steel Erection

05/01/2021

JOB DESCRIPTION Operating Engineer - Building & Steel Erection

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

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

BUILDING CONSTRUCTION:

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

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

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

SUPPLEMENTAL BENEFITS

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

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

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

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

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

**Applies to Building Construction category

***Applies to Steel Erection

HOLIDAY

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

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

Codes 8 and 12 apply ONLY to Steel Erection

Code 16 applies ONLY to Building Construction

REGISTERED APPRENTICES

Wage Per Hour:

Apprentices (1) year terms at the following rates:

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

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

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

9-14 B&S

Operating Engineer - Heavy Construction 1

05/01/2021

JOB DESCRIPTION Operating Engineer - Heavy Construction 1

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

Group 1: Tower Crane/Climbing Crane

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

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

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

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

Group 6: All Drills and machines of a similar nature

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

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

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

Group 10: Concrete Mixer

Group 11: Elevators

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

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

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

SUPPLEMENTAL BENEFITS

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

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

Non-Worked Holiday Supplemental Benefits:

\$ 17.45	\$17.45
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OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits:

Per Hour:

Groups 1-22

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

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

9-14 HC

Operating Engineer - Heavy Construction 2

05/01/2021

JOB DESCRIPTION Operating Engineer - Heavy Construction 2

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

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

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

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

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

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

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

WAGES:(per hour) 07/01/2020

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

Cranes: Crawler or Truck

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020

Groups 23-28

Regular Time \$ 24.55* plus \$7.40

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

Non-Worked Holiday Supplemental Benefits:

\$ 16.95

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates:

1st 2nd 3rd 4th

Groups 23-28	\$33.84	\$40.34	\$43.59	\$46.84
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Supplemental Benefits:

Per Hour:

Groups 23-28

Regular Time \$ 11.55* plus \$ 7.40

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

9-15 HC

Operating Engineer - Marine Dredging

05/01/2021

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

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

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

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

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

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer

05/01/2021

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

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

Per hour: 07/01/2020
Survey Classifications

Party Chief	\$ 45.32
Instrument Man	37.85
Rodman	33.14

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 19.50

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.

*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

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

9-15dconsult

Painter

05/01/2021

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2020

Brush \$ 49.20*

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

Spray & Scaffold \$ 52.20*

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

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2020

Paperhanger	\$ 30.70
All others	28.81
Premium	32.10**

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

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

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

*Subtract \$ 0.10 to calculate premium rate.

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

8-NYDC9-B/S

Painter	05/01/2021
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JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

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

WAGES

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

SUPPLEMENTAL BENEFITS

Per Hour:
Journeyworker: \$ 21.70

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

Wage per hour:

12 month terms (year consists of 1500 hours).

07/01/2020

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

Supplemental Benefits per hour:

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

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

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

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

Supplemental Benefits per hour:

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

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel

05/01/2021

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

STEEL:

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

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

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

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

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

SHIFT WORK:

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

SUPPLEMENTAL BENEFITS

Per Hour:

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

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

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

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

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

8-DC-9/806/155-BrSS

Painter - Line Striping

05/01/2021

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:

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

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

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

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

SUPPLEMENTAL BENEFITS

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

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour:

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

8-1456-LS

Painter - Metal Polisher

05/01/2021

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

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

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020

Journeyworker:
All classification \$ 9.94

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

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

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

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

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

8-8A/28A-MP

Plasterer

05/01/2021

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:

07/01/2020

Building:

Plasterer/Traditional &

\$ 50.73*

Spraying Fireproofing

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

\$ 22.37

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

(per hour)

800 hours term:

07/01/2020

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

Supplemental Benefits:

(per hour):

(800) hours term:

07/01/2020

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

9-262

Plumber

05/01/2021

JOB DESCRIPTION Plumber

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2020

Plumber \$ 70.35

Temporary
Service** \$ 56.36

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

**THERE ARE NO HELPERS UNDER THIS CLASSIFICATION.

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

SHIFT WORK:

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2020

Plumber \$ 37.85

Temporary
Service \$ 30.20

OVERTIME PAY

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

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

HOLIDAY

Plumber

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

Repairs & Maintenance

Paid: See (1) on HOLIDAY PAGE.

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits:

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

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

9-1 Const

Plumber - Pump & Tank: Oil Trades Installation & Maintenance

05/01/2021

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

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

07/01/2020

01/01/2021
Additional

Pump & Tank \$ 68.31 \$ 0.85

SUPPLEMENTAL BENEFITS

Per hour:

Plumber \$ 26.33

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

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

9-1-P&T

Plumber - Repairs & Maintenance

05/01/2021

JOB DESCRIPTION Plumber - Repairs & Maintenance

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Repair \$ 18.31
Maintenance

OVERTIME PAY

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

HOLIDAY

Repairs & Maintenance

Paid: See (1) on HOLIDAY PAGE.

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

REGISTERED APPRENTICES

Note: The Repairs & Maintenance Category has NO Apprentices.

9-1 R&M

Roofer

05/01/2021

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Roofer/Waterproofer \$ 44.25
+ \$7.00*

* This portion is not subject to overtime premiums.

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

SUPPLEMENTAL BENEFITS

Per Hour: \$ 27.87

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

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

REGISTERED APPRENTICES

(1) year term

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

Supplements:

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

9-8R

Sheetmetal Worker	05/01/2021
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JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Sign Erector \$ 50.79 \$ 52.29

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

SUPPLEMENTAL BENEFITS

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

Sign Erector \$ 49.82 \$ 51.26

OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Per Hour:

6 month Terms at the following percentage of Sign Erectors wage rate:

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

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2020

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

8/01/2020

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

4-137-SE

Sheetmetal Worker	05/01/2021
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JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Sheetmetal Worker \$ 56.61

Temporary Operation or
Maintenance of Fans

46.49

SUPPLEMENTAL BENEFITS

Per Hour:
Sheetmetal Worker

\$ 47.90

Maintenance Worker

47.90

OVERTIME PAY

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

For Maintenance See Codes B,E, Q & V

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Per Hour:Wages

Six(6) Month Terms As Follows:

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

Per Hour: Supplemental Benifits

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

4-28

Steamfitter

05/01/2021

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

AC Service/Heat Service \$ 42.85 Additional
\$0.75/Hr.

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

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

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

SUPPLEMENTAL BENEFITS

Per Hour

AC Service/Heat Service \$ 17.96

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1 year terms

Wages per hour:

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

Benefits per hour:

1st Term \$ 12.55

2nd Term	13.73
3rd Term	14.97
4th Term	16.65

4-638B-StmFtrRef

Steamfitter	05/01/2021
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JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Sprinkler/Steam Fitter \$ 65.01

Temporary Heat & AC Fitter \$ 49.42

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

SUPPLEMENTAL BENEFITS

Per Hour:

Sprinkler/Steam Fitter \$ 50.98

Temporary Heat & AC Fitter 41.83

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

OVERTIME PAY

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

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

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

HOLIDAY

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

REGISTERED APPRENTICES

1 year Terms at the Following:

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

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

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

4-638A-StmSpFtr

Teamster - Heavy Construction	05/01/2021
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JOB DESCRIPTION Teamster - Heavy Construction

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:

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

07/01/2020

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

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

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

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

4-282

Welder

05/01/2021

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2020

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

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

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

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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



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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

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

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

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

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

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

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

Telephone:()

Fax: ()

E-Mail:

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

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

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

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

8. OCCUPATION FOR PROJECT :

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

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

YES ☐ NO ☐

10. Name and Title of Requester

Signature



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

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

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

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

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

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

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

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AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	NYC		AMJAD NAZIR		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROPEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022

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DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTING AND CARMODY CONTRACTING CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAIR 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS TSOUHAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022

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DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	NYC	*****4269	EAST PORT EXCAVATION & UTILITIES		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL	*****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023

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DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNERS		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	AG	*****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022

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

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DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	NYC	*****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC		NICHOLAS FILIPAKIS		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC	*****0818	ONE TEN RESTORATION, INC.		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	NYC	*****5771	PMJ ELECTRICAL CORP		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC	*****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023

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DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTION	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSEsar		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SALVATORE A FRESINA			08/26/2016	08/26/2021
DOL	DOL		SAM FRESINA			08/26/2016	08/26/2021
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025

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DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		STEVEN GOVERNALE		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	*****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	*****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****7361	VIABLE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023

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DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022