

PROJECT MANUAL

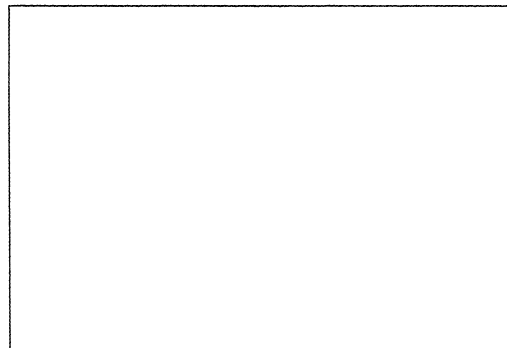
**ORANGE COUNTY COMMUNITY COLLEGE
MIDDLETOWN CAMPUS
115 South Street
Middletown, NY 10940**

**Rowley Center for Science and Engineering
IT Room Electrical and Cooling Upgrade
ITB-OCCC-2021-07**

CONTRACT-ALL WORK HEREIN

DATE: March 17, 2021

**ENGINEERING CONSULTANT
FELLENZER ENGINEERING, LLP
22 MULBERRY STREET
MIDDLETOWN, NY 10940
Ph: (845) 343-1481
Fax: (845) 343-4986
FE Project No. 19-273**



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INVITATION TO BID

Sealed bids will be received by Orange County Community College for the following contract:

ORANGE COUNTY COMMUNITY COLLEGE
ROWLEY CENTER FOR SCIENCE AND ENGINEERING
IT ROOM ELECTRICAL AND COOLING UPGRADE
115 SOUTH STREET
MIDDLETOWN, NY 10940

Sealed bids will be received until **2:00 PM Wednesday, April 7, 2021**, by Orange County Community College (OWNER) at the SECURITY OFFICE in HORTON HALL, 115 South St, Middletown, NY 10940; Bids must be delivered to an individual. Bids will be publicly opened and read aloud at the Horton Hall Warehouse adjacent to the OCCC Security Office. Social Distance Rules apply, all attending must wear a mask. Late bids will not be accepted

Plans, Specifications and Contract Documents for the proposed work are on file and publicly exhibited at Fellenzer Engineering, LLP, 22 Mulberry Street, Middletown, NY 10940. The said plans and specifications may be obtained from Fellenzer Engineering, LLP, 22 Mulberry Street, Middletown, NY 10940 at the above address, in person or by mail beginning Wednesday, March 17th, 2021. The Contractors shall leave their names and correct mailing addresses upon receipt of the plans and specifications.

1. Copies of the Bidding Documents may be obtained upon payment of \$50.00 per set, by certified check or money order, non-refundable, payable to Orange County Community College.
2. Partial sets will not be issued.
3. If Bidding Documents are to be mailed, enclose a separate certified check or money order for postage and handling in the amount of \$50.00, payable to Orange County Community College.

Each bid from a Contractor must be accompanied by a bid bond or certified check, payable to the OWNER, in the amount of ten-percent (10%) of the total amount of the bid as security therefore. The bid bond or certified check shall be returned or refunded to the bidder on the condition that if the bid is accepted by the Owner, the bidder shall enter into a contract for the same, within ten (10) days after notification of award of contract. If no contract is awarded within 60 days of submittal of the bid, the bid may be withdrawn and the bid bond or certified check shall be returned or refunded. Each proposal must be accompanied by an Offer of Surety (Schedule 1), signed by the bidder and by the proposed surety.

At the time of execution of the Contract, the Contractor shall furnish the Owner the necessary bonds. The required bonds shall be substantially conditioned to provide that the Contractor shall faithfully perform the Contract on his part, and shall satisfy all claims and demands incurred for the same, and shall indemnify the College against any and all claims for damage on account of work performed under the Contract.

The Contractor shall procure and maintain, at his expense, until final acceptance by the Owner of the work covered by the Contract, liability insurance for Workmen's Compensation and for bodily injury and property damage, and said insurance shall be kept in full force and effect by the Contractor by payment of the required premiums during the term of the work performed under the Contract.

Pursuant to General Municipal Law § 108, the bidder stipulates and agrees that any agreement shall be void and of no force or effect unless the person, entity or corporation making or performing such agreement secure compensation for the benefit of, and keeps insured during the life of such agreement its employees, in compliance with the Workers' Compensation Law.

The Contractor shall furnish promptly upon demand by the Owner proof that said insurance remains in full force and effect.

The Contractor's failure to procure or maintain said insurance shall constitute an act of default and entitle the Owner to terminate the Contract (as set forth in General Conditions, Article XIII).

All bids shall be submitted subject to the following conditions:

1. All bid envelopes must be marked "**BID PROPOSAL TO BE OPENED WEDNESDAY, April 7, 2021 AT 2:00 PM**". It is the responsibility of the bidder to ensure that their Bid is delivered to an individual at the SECURITY OFFICE in HORTON HALL, 115 South Street, Middletown N.Y. 10940. All Bids are to be stamped in at the reception desk.
2. Bids received after the aforementioned time will not be accepted.
3. The OWNER reserves the right to reject any or all bids and re-advertise for new bids.
4. All bidders shall submit proof of responsibility, as required by the OWNER.
5. Each bid must contain the certificate of non-collusive bidding required by Section 103-d of the General Municipal Law, relating to non-collusion (Schedule 4 hereto).
6. No bids shall be withdrawn for a period of sixty (60) days after the receipt thereof, without the consent of the College.
7. The bidder shall make allowance in his bid for any price increase in labor and materials. Requisitions for work and/or material shall be at the price bid with no additional charges for such increases.
8. All RFI's are to be submitted in writing at Fellenzer Engineering LLP by Friday, March 29th, 2021 to Fellenzer Engineering LLP, 22 Mulberry Street, Middletown, NY 10940.
9. Pre-bid meeting and Site Visit is scheduled for 8:30 am, Wednesday, March 24th, 2021 at Horton Hall Warehouse adjacent to the OCCC Security Office, all interested parties are encouraged to attend.

Agnes Wagner, Comptroller

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SUNY Orange

115 South Street

Middletown, NY 10940

Agnes Wagner, Comptroller

Dated: March 17, 2021

INFORMATION FOR BIDDERS

PREPARATION OF BIDS

Each bid or proposal must be typewritten or written in ink on the forms hereto annexed and signed by the bidder. The blank places in the proposal must be filled in as noted and no change shall be made in the phraseology of the proposal or in the items mentioned therein.

Each proposal shall specify the correct gross sum in the manner hereafter described, for which the work will be performed according to the plans and specifications, together with a Lump Sum Bid and/or Unit Price Bid for each of the separate items as called for in the proposal.

EXAMINATION OF PROPOSED CONTRACT

Prior to bid submittal, the prospective bidder shall read and examine with care the Contract Documents (as defined in Article II of the General Conditions), and must, before bidding but no later than ten (10) days prior to bid opening, request of the Engineer in writing an interpretation or correction of every ambiguity, inconsistency, omission or error in the Contract Documents which a reasonably prudent bidder should discover. The bidder's failure to make said request shall constitute a waiver of the right to make any claim whatsoever, including without limitation claims for injunctive relief, damages or rescission by reason of any alleged ambiguity, inconsistency, omission or error in the Contract Documents. The Engineer shall issue in writing by mail to each person or entity of record having submitted the required deposit for Contract Documents its interpretation or correction, as well as any additional contract provisions the Engineer may deem necessary, and shall further post a copy of same at the places where the Contract Documents are kept available for inspection. Upon mailing and posting such interpretation, correction or additional contract provisions shall become a part of the Contract Documents and shall be binding on all bidders. Bidders are on notice that only the Owner's written interpretation or correction shall be valid and binding, and bidders shall not rely on any oral interpretation or correction, for which the Engineer shall not be responsible.

PRE-BID INVESTIGATION

Prior to bid submittal, bidders shall view and investigate the site of the proposed construction work and adjacent area, and it shall be conclusively presumed that each bidder has full knowledge of all conditions on or around the site which may affect in any way the performance of the work to be done under this Contract. The Owner makes no warranties or representations whatsoever with respect to site conditions.

CHANGED SUBSURFACE CONDITIONS

The Owner makes no warranties or representations whatsoever with respect to subsurface conditions. Boring logs, reports and studies, if any, regarding subsurface conditions which may be supplied by the Owner or Engineer are approximate guidelines only, and supplied if at all solely as a convenience to the bidder, who shall not rely thereon and who is responsible for conducting its own investigations. In the event the Contractor encounters during the performance of its work subsurface conditions at the site materially different from those shown in the Contract Drawings or Specifications and which could not reasonably have been anticipated by the Contractor and which will materially affect the cost of the work to be performed under the Contract, the Contractor shall promptly inform the Engineer in writing of such unanticipated conditions. The Engineer shall promptly investigate the conditions. If the Engineer determines that the conditions are materially different and could not have

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been reasonably anticipated by the Contractor, the Contract may be modified with the Owner's written approval and an appropriate change order issued.

SUBMITTAL OF BIDS

Bids accompanied by a certified check or bid bond must be submitted in a sealed, opaque envelope and appropriately marked with the name of the bidder, project and addressed to the Board advertising for bids, but otherwise unmarked.

BID SECURITY

Each bid or estimate must be accompanied by a certified check or satisfactory Bid Bond in the amount stated in the "Invitation To Bid", which shall be considered as a guaranty that the bidder will execute the Contract and comply with all the statutory provisions thereof within ten (10) days after the Contract form has been delivered to the Contractor by the Owner.

If the successful bidder fails to execute and return the Contract together with the required bonds within ten (10) days as aforesaid, the amount of the Bid Bond and Certified Check made by him shall be forfeited and retained by the Owner as liquidated damages for such failure; but if the Bidder executes the Contract and furnishes required bonds as aforesaid, the amount of the Bid Bond or Certified Check shall be returned to the bidder.

INFORMAL BIDS

Bids that are illegible or that contain omissions, erasures, alterations, additions, or items not called for in the itemized proposal, or that contain irregularities of any kind, may be rejected as informal.

Any bid may also be deemed informal which does not contain prices set opposite each of the items for which there is a quantity exhibited in the itemized proposal or which shall, in any manner, fail to conform to the conditions of the published notice inviting proposals. The lump sum bid and/or unit prices and gross sum bid as called for in the Proposal shall be indicated in words and by figures.

The Owner reserves the right to waive any informalities in or reject all bids submitted, or to accept the bid and award the Contract to the lowest responsible bidder therefore, as provided by law.

BASIS OF AWARD - COMPARISONS OF BIDS

The Contract shall be awarded, if at all, to the lowest responsible bidder. In the case of Lump Sum Contracts, the lowest responsible bid shall be determined by a comparison of the lump sum prices bid, adjusted for alternate prices bid, if any. In the case of Unit Price Contracts, the lowest responsible bidder shall be determined by a comparison of the total, gross price for which the entire work will be performed, arrived at by computing the sum of the estimated quantities specified in the bid at their stated unit prices, as called for in the proposal and in conformity with the specifications.

ERRORS IN BID

In the event that the amount shown in words and its equivalent in figures do not agree, the written words shall be considered binding.

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In the event that the total, gross price set forth in the bid does not agree with the total of all the unit prices as computed from the estimated quantities, the total amount of said unit prices so computed shall be controlling and binding.

UNBALANCED BID

The Owner reserves the right to reject any bid in which the unit prices appear, in the judgment of the Engineer, to constitute an unbalanced, impracticable or unreasonable bid for such work.

APPROXIMATE QUANTITIES

Bidders are advised that the estimate of quantities of the various items of work and materials is approximate only, and is given solely for use as a uniform basis for the comparison of bids and shall not be made the basis of any claim against the Owner. Bidders are responsible for satisfying themselves by personal examination of the site, the work proposed, and the contract documents including the specifications and drawings, and by their own judgment as to the quantities and character of the work to be done, and by such other means as a reasonably prudent bidder would deem necessary, as to the actual conditions and requirements of the work, and shall make their bids accordingly, it being understood that the Contractor will be paid only for the actual quantity of each item of work done at the price specified in the bid proposal.

The Contractor shall assert no claim against the Owner on account of any variation between the estimated quantities and the actual quantities as measured when the work is complete, or on account of any mistake, misunderstanding or misconception as to the nature, location or amount of work to be performed by the Contractor under this Contract.

WORK INCLUDED IN BID PRICE

The lump sum price or, as the case may be, the gross sum price on a unit price contract, shall include all the labor and materials required for the entire completion of the contract work by the Contractor. The price as bid shall include without limitation the restoration, to no less than their original condition existing streets, sidewalks, lawns, driveways, terraces, and all other areas disturbed or damaged by the Contractor during the performance of the contract work.

OFFER OF SURETY

Attention is called to the Offer of Surety and Certificate of Surety in the form annexed hereto as Schedule "2" following the Form of Proposal which must be filled in by all bidders and submitted with their bid.

SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with its delivery of the executed agreement, the successful bidder must deliver to the Owner an executed bond in the amount of 100 percent of the accepted bid, as security for the faithful performance of its Contract, an executed bond in the amount of 100 percent of the accepted bid, as security for the payment of all persons performing labor, or furnishing materials in connection therewith, prepared on the forms of Performance Bond and Labor and Material Payment Bond attached

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hereto as Schedule "7", and having as surety thereon, such surety company or companies as are acceptable to and approved by the Owner, and as are authorized to transact business in this State.

MAINTENANCE BOND

The Contractor shall, upon final completion and together with the submittal of its requisition for final payment, submit an executed Maintenance Bond in the amount of ten percent (10%) of the Final Contract Price for a period of two (2) years following the date of Final Completion, in the form annexed hereto under Schedule "7".

QUALIFICATION OF BIDDERS

Annexed hereto as Schedule "3" is a form entitled "Qualification of Bidder", which the Contractor must complete and submit with the Proposal, setting forth its qualifications, financial references and references with regard to work of the same type as in this Contract performed by the bidder to completion within the last five (5) years. All bidders shall furthermore furnish a recent certified financial statement promptly at the Owner's request.

The Owner shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract, and the bidder shall furnish the Owner all such additional information and data for this purpose as the Owner may request. The right is reserved by the Owner to reject any bid, where such requested information has not been provided by the bidder, or the bidder does not satisfy the Owner that the bidder is qualified to properly carry out the terms of the Contract.

LABOR PREFERENCE AND WAGE RATES

The successful bidder shall employ local labor, insofar as the same may be reasonably available. Attention of the Contractor is called to the requirements and obligations of Article XXV of the General Conditions relating to labor law requirements and prevailing wage rates, which are set forth in Appendix A to the General Conditions.

INSURANCE

The successful bidder shall procure and maintain in full force and effect the insurance specified in Article XXIV of the General Conditions.

CERTIFICATE OF NON-COLLUSIVE BIDDING

Each bidder shall submit the certificate of non-collusive bidding annexed hereto as Schedule 4.

TIME OF COMPLETION

The rate of progress of the work shall be such that the entire work covered under NOTICE TO PROCEED for this Contract shall be fully completed within 60 consecutive calendar days after issuance of the NOTICE TO PROCEED.

LIQUIDATED DAMAGES

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The bidder agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day beyond the time allowed as specified in the NOTICE TO PROCEED thereafter, and as further provided in Article XXII of the General Conditions.

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BID PROPOSAL FOR:

ORANGE COUNTY COMMUNITY COLLEGE

Rowley CSE IT Room Cooling – ITB-OCCC-2019-27148

115 SOUTH STREET

MIDDLETOWN, NY 10940

Date _____

Project No. _____

Proposal of _____
(hereinafter called "Bidder") organized and existing under the laws of the State of _____
To the _____ (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for:

Rowley CSE IT Room Electrical and Cooling Upgrade

having examined the plans and specifications with related documents ("Contract Documents") and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder hereby agrees to commence construction work on this Contract within ten days after the execution of the Contract unless a later starting date is specified, by the Engineer, in the written "Notice to Proceed".

The rate of progress of the work shall be as specified in the Information for Bidders.

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PROPOSAL

ORANGE COUNTY COMMUNITY COLLEGE

**Rowley CSE IT Room Electrical and Cooling Upgrade
ITB-OCCC-2021-07
115 SOUTH STREET
MIDDLETOWN, NY 10940**

BID PROPOSAL

The undersigned Bidder agrees to perform all the work described in the specifications and shown on the Drawings for the Bid Prices shown below:

TOTAL BID PRICE (Includes all contract work):

_____ Dollars (\$_____).

The amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

SEQUENCE OF OPERATION

Contractor shall proceed with project based on owner occupancy schedule at time of project kickoff meeting.

SALES TAX EXEMPTION (If Applicable)

State and local sales taxes on construction materials required for construction shall not be included in the bid.

The OWNER is exempt from payment of State and Compensating Use Taxes of the State of New York on all materials sold to it, used on, or for the project pursuant to the provisions of the Contract Documents.

The purchase by subcontractors of materials to be furnished pursuant to the provisions of the Contract shall be a purchase for resale to the Contractor (either directly or through other subcontractors) and hence exempt from sales tax, regardless of the terms of the Contract between the prime contractor and the subcontractor.

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PROPOSAL

The Bidder further agrees to pay, as liquidated damages, for each consecutive calendar day thereafter, the amount specified in the Information for Bidders.

Name of Bidder

By: _____
Title

Address

City, State, Zip

Telephone Number

ADDENDA

The Bidder acknowledges the receipt of the following Addenda, but he agrees that he is bound by all Addenda whether or not listed herein:

ADDENDUM NUMBERS AND DATES

Number 1	Dated _____
Number 2	Dated _____
Number 3	Dated _____
Number 4	Dated _____

Signature _____
Bidder, Title

TITLE TO MATERIALS

Title to all materials furnished by the undersigned Contractor to the OWNER, pursuant to the provisions of the Contract, shall immediately vest in the OWNER upon payment by the OWNER for such materials irrespective of whether such materials are installed or incorporated in the project. Such materials shall then become the sole property of the OWNER subject to the right of the OWNER and the Engineer to reject the same, within a reasonable period, for failure to conform to the standards or specifications of the Contract Documents or the purchase orders.

Notwithstanding such transfer of title, the Contractor shall have the sole continuing responsibility to install such materials, protect them, maintain them in proper condition, and forthwith repair, replace and make

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good any damage thereto, without cost to the Owner until such time as the work covered by this Contract is fully accepted by the Owner and the two year Guarantee period set forth in Article XX of the General Conditions has expired. Such transfer of title shall in no way effect any of the Contractor's obligations under the Contract. In the event that, after title has passed to the Owner, any of such materials are rejected as being defective or otherwise unsatisfactory within the two-year Guarantee Period, the Contractor shall then replace said defective or unsatisfactory materials with other acceptable materials at no additional cost to the Owner. The Owner shall not be responsible for materials lost, stolen or damaged.

Pursuant to the foregoing Information for Bidders, attached hereto is a certified check or bid bond for the sum of 5% of the total amount of the bid submitted, as well as a fully executed offer of surety.

In the event this proposal is accepted by the official Board and the undersigned fails to execute the Contract and furnish a satisfactory bond as required in the foregoing Information for Bidders within ten (10) days, from the date of notification of the awarding of the Contract, then the said Board, may, at its option, determine that the undersigned has abandoned the Contract, and thereupon this proposal shall be null and void, and the certified check or bid bond accompanying this proposal shall be forfeited to and become the property of the Owner as liquidated damages for such failures or neglect; otherwise, such check or bid bond shall be returned to the undersigned.

The word "Bidder" as used in this proposal is to be understood to include the individual, firm or corporation making this proposal. In case a firm shall be the Bidder, it is understood that all statements herein contained shall apply to the firm and each member thereof.

The following are the first and last names of the Bidder, if an individual, and in the case of a corporation, the names of the president, treasurer and manager, or if a partnership, the names of each general partner.

<u>NAME</u>	<u>ADDRESS</u>	<u>SOCIAL SECURITY NO.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature: _____

Name and Business
Address of Bidder:

Employer's Identification No.

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Dated: _____

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IF THE BIDDER IS A CORPORATION, FILL OUT THE FOLLOWING:

Resolved that _____

be authorized to sign and submit the bid or proposal of this

corporation for the following project:

and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General

Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution

adopted by _____

corporation at a meeting of its Board of Directors held on the

_____ day of _____, 2021.

Secretary

CORPORATION SEAL

Bidder

Dated: _____

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SCHEDULE 1

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Here insert the name and address of the Contractor)

as Principal, hereinafter called the Principal, and _____

(Here insert the name and address of the Surety)

as Surety, hereinafter called the Surety, are held and firmly bound unto _____

(Here insert the name and address of the Owner)

as Obligee, hereinafter called the Owner, in the amount of _____

_____ Dollars (\$ _____) for the
payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the principal has submitted to the Owner a
certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for
_____.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract Agreement as stipulated in the INFORMATION FOR BIDDERS attached hereto, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument, by a duly authorized person or officer in the case of a corporation, under their several seals on the date indicated below.

Signed and sealed this _____ day of _____, 2021.

Principal

SEAL

Title

ATTEST: _____
Witness

Surety

SEAL

Title

ATTEST: _____
Witness

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SCHEDULE 2

OFFER OF SURETY

In the event the above proposal is accepted and the undersigned is awarded the Contract for the work, the undersigned offers as surety for provision of a faithful performance bond, and a labor and materials bond, the following surety:

Surety Company

Signed: _____
Bidder

CERTIFICATE OF SURETY, to be signed by a duly authorized official, agent, or attorney of the Surety Company.

In the event that the above proposal is accepted and the Contract for the work is awarded to said

Name of Bidder

the _____
Surety Company

will execute the Surety Bonds as hereinbefore provided.

Signed: _____
Authorized Official, Agent, or
Attorney

Date: _____

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SCHEDULE 3

QUALIFICATION OF BIDDER:

State the name, address and phone number of each project owner, Owner's representative whether engineer or architect, or contractor as the case may be, for whom work has been performed within the last five (5) years; the name and address of the project and contract designation; and the nature, location and date of the work performed.

FINANCIAL REFERENCES:

Name	Address	Telephone No.	Relationship to Bidder
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SCHEDULE 4

NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to General Municipal Law § 103-d, the undersigned Bidder and each person signing on behalf of Bidder, and in the case of a joint bid, each party thereto, certifies as to its own organization under penalty of perjury that to the best of their knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the Bidder prior to opening, directly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Name of Bidder

By: _____

Address

ACCEPTED: _____

(Date) _____

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**SCHEDULE 5
NOTICE OF AWARD**

TO: _____

PROJECT DESCRIPTION: Rowley CSE IT Room Cooling

Total Bid

The OWNER has considered the BID submitted by you for the above described WORK in response to its INVITATION TO BID dated WEDNESDAY, APRIL 7, 2021.

You are hereby notified that your BID has been accepted for the amount of \$ _____.

You are required by the Information for Bidders to execute the CONTRACT and furnish the required CONTRACTOR'S Performance Bond and Labor and Material Bond within ten (10) days from the receipt of this NOTICE OF AWARD.

If you fail to execute said CONTRACT and to furnish said BONDS within said specified period of time, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

1. You, as the low bidder, are also required to return an acknowledged copy of this NOTICE OF AWARD to ORANGE COUNTY COMMUNITY COLLEGE within ten (10) calendar days of the date of this Notice by certified mail, return receipt requested.
2. The Contract Signing has been scheduled for the _____ day of _____, 2020, at _____
(prevailing local time) at _____

NOTICE OF AWARD, dated this _____ day of _____, 2020.

By: _____

ACCEPTANCE OF NOTICE OF AWARD
is hereby acknowledged

Title

this the _____ day of _____, 2020.

By: _____

Title: _____

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SCHEDULE 6

NOTICE TO PROCEED

TO: _____

PROJECT DESCRIPTION: Rowley CSE IT Room Electrical and Cooling Upgrade

You are hereby notified to commence work in accordance with the above referenced CONTRACT dated _____, 2021 within ten calendar days of _____, 2021 and that you are to fully complete the CONTRACT within 60 consecutive calendar days of Equipment Arrival.

You, as the CONTRACTOR, are required to return an acknowledged copy of the NOTICE TO PROCEED to the ENGINEER within ten (10) calendar days of the date of this Notice by certified mail, return receipt requested.

NOTICE TO PROCEED dated this ____ day of _____, 2021.

By: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO
PROCEED is hereby acknowledged

By: _____

Title: _____

Date: _____

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SCHEDULE 7

FORM OF BONDS

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Rowley IT Room Electrical and Cooling Upgrade, OCCC Project # 2021-07
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ACKNOWLEDGEMENT OF SURETY

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____, 2021,
before me personally came and appeared _____
_____ to be known, who, being by me duly sworn, did depose and say that he (she)
resides at _____, that he (she) is the _____ of _____
_____ the corporation described in and which executed the foregoing
instrument; that he (she) knows the seal of said corporation; that one of the seals affixed to said
instrument is such seal; that it was so affixed by order of the Directors of said corporation; and that he
(she) signed his (her) name thereto by like order.

Notary Public

(SURETY SEAL)

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MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____ of _____ (hereinafter called the Principal), as Principal, and _____

(Here insert the name and address of the Surety)
authorized to become Surety in the State of _____ (hereinafter called the Surety) as Surety, are held and firmly bound unto _____ (hereinafter called the Owner) in the penal sum of _____ Dollars (\$ _____) to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the Owner dated _____ for _____ in accordance with the drawings and specifications prepared by _____, which contract is by reference made a part hereof, and is hereafter referred to as the Contract.

WHEREAS, said Contract, in General Conditions Article XX, provides that the Principal will furnish a Bond conditioned to guarantee for the period of two years following final acceptance of the Work by the Owner, or two years following completion of any corrective action as defined therein, as the case may be, against all defects in workmanship and materials which may become apparent during said Guarantee Period;

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, the Principal shall indemnify the Owner for all loss and damage that the Owner may sustain by reason of any defective materials or workmanship which become apparent during the Guarantee Period, and if the Principal so performs, then this obligation shall be void, but otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument, by a duly authorized person or officer in the case of a corporation, under their several seals on the date indicated below:

Signed and sealed this _____ day of _____, 2021.

CORPORATION SEAL

Principal

Title

ATTEST: _____
Witness

SURETY SEAL

Surety

Title

ATTEST: _____
Witness

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LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Here insert the name and address of the Contractor)

as Principal, hereinafter called the Principal, and _____

(Here insert the name and address of the Surety)

as Surety, hereinafter called the Surety, are held and firmly bound unto _____

(Here insert the name and address of the Owner)

as Obligee, hereinafter called the Owner, for the use and benefit of the claimants as herein below defined, in the
amount of _____ Dollars (\$_____)

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

WHEREAS, Principal has by written agreement, dated _____, 2020, entered into a contract with
the Owner for _____ in accordance with the drawings and specifications
prepared by _____ which contract is
by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, or its representatives
or assigns and other subcontractors to whom Work under this Contract is sublet and its or their successors and
assigns shall promptly pay or cause to be paid all lawful claims for:

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1. Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract; and any amendment or extension thereof or addition thereto, whether such persons be agents, servants or employees of the Principal or of any such subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site of the Project regardless of any contractual relationship between the Principal or such subcontractors, or its or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

2. Materials and supplies (whether incorporated in the permanent structure or not), as well as utilities, power, heat, electricity, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void; otherwise to remain in full force and effect.

3. This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety agree that the bond shall be for the benefit of any material man or laborer having a just claim, as well as the Owner itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and its or their successors and assigns, and the Surety herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other person as party plaintiff.

(c) The Principal and Surety agree that neither of them will hold the Owner liable for any judgment for damages or for costs or otherwise, obtained by either or both of them against a laborer or material man in a suit brought by either a laborer or material man under this bond for moneys allegedly due for performing work or furnishing material.

In no event shall the Surety, or its successor or assigns, be liable for a greater sum than the

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penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

(d) Notwithstanding any of the foregoing limitations herein, this bond shall secure the prompt payment or discharge otherwise of any claim filed with the provisions of the Labor or Lien Law of the State of New York, governing liens on account of public improvements, notice of which is given by the Obligee to the Surety within thirty (30) days after the filing thereof with the Obligee, addressed to the Surety at its regular place of business.

4. The Principal, for itself and its successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the Owner to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, material men and third persons, for work, labor, services, supplies or material performed, rendered, or furnished as aforesaid upon the ground that there is no law authorizing the Owner to require the foregoing provisions to be placed in this bond.

5. And the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety, and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed hereunder, or by any payment hereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due or to become due hereunder and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

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IN WITNESS WHEREOF, the Principal and Surety have executed this instrument, by a duly authorized person or officer in the case of a corporation, under their several seals on the date indicated below:

Signed and sealed this _____ day of _____, 2020.

CORPORATION SEAL

Principal

Title

ATTEST: _____

Witness

SURETY SEAL

Surety

Title

ATTEST: _____

Witness

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Here insert the name and address of the Contractor)

as Principal, hereinafter called the Principal, and _____

(Here insert the name and address of the Surety)

as Surety, hereinafter called the Surety, are held and firmly bound unto _____

(Here insert the name and address of the Owner)

as Obligee, hereinafter called the Owner, in the amount of _____
_____ Dollars (\$ _____) for

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

WHEREAS, Principal has by written agreement dated _____, 2020 entered into a contract
with the Owner for _____
in accordance with the drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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NOW, THEREFORE, the conditions of this obligation are such that if the Principal, or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and/or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the Owner from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay for all outlay and expense which the Owner may incur in making good any such default, and shall protect the said Owner against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said Owner or its officers or agents of which the said Owner may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said Work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Principal, or its agents or servants, or the improper performance of the said Work by the said Principal, or its agents or servants, or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner, to fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, covenants thereof, if for any cause, the Principal fails or neglects to so fully perform and complete such Work. The Surety further agrees to commence such work to completion within thirty (30) days after written notice thereof from the Owner and to complete such Work within such time as the Owner may fix.

The Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Work to be performed there under, or by any payment there under before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due there under; and said Surety does hereby waive notice of any and all of such extensions,

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modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the assigns or successors of the Owner.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument, by a duly authorized person or officer in the case of a corporation, under their several seals on the date indicated below.

Signed and sealed this _____ day of _____, 2020.

Principal

SEAL

Title

ATTEST: _____
Witness

Surety

SEAL

Title

ATTEST: _____
Witness

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AGREEMENT

This Agreement is entered into this _____ day of _____, 2021 in the
_____, County of _____, New York, by and between the _____
(hereinafter called the "OWNER"), whose address is _____, and
_____, as Contractor, by _____ whose address is

(hereinafter called the "Contractor") in consideration of the covenants, promises and agreements
contained herein.

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APPENDIX A

Prevailing Wage Rates



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

SUNY Orange

Eric Fellenzer
22 Mulberry Street, Suite 2D
Middletown NY 10940

Schedule Year 2020 through 2021
Date Requested 03/10/2021
PRC# 2021002377

Location OCCC-Rowley Building
Project ID# ITB-OCCC-2021-07
Project Type Upgrade electrical and cooling systems.

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 journeyworker's wage rate for the classification of work the employee is actually performing.

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

SUNY Orange

Eric Fellenzer
22 Mulberry Street, Suite 2D
Middletown NY 10940

Schedule Year 2020 through 2021
Date Requested 03/10/2021
PRC# 2021002377

Location OCCC-Rowley Building
Project ID# ITB-OCCC-2021-07
Project Type Upgrade electrical and cooling systems.

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

Social Security Numbers on Certified Payrolls:

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

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

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

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

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

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

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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





Department
of Labor

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)



New York State Department of Labor
Bureau of Public Work

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 of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

Orange County General Construction

Boilermaker

03/01/2021

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 + \$ 25.35	Wage Paid + 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

03/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange

WAGES

Per hour: 07/01/2020

Building:
Millwright \$ 44.25

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 40.46

OVERTIME PAY

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

HOLIDAY

HOLIDAY:

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

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

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$23.81	\$28.14	\$32.47	\$41.13

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$27.50	\$30.08	\$32.94	\$37.17

8-740.2

Carpenter

03/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Range: : The territory west demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle. The territory south demarcated by a line continuing north on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W to the centerline of Route 32, The territories south and east heading north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Per hour: 07/01/2020

Carpet/Resilient

Floor Coverer \$ 33.15

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 31.17

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
\$13.23	\$16.35	\$21.03	\$25.71

Supplemental Benefits per hour - All apprentice terms:

\$ 23.86

8-2287D&O

Carpenter

03/01/2021

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

03/01/2021

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, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

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

WAGES

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

Core Drilling:

Driller	\$ 41.19	\$ 41.74
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Driller Helper	32.62	32.92
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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 - Building / Heavy&Highway

03/01/2021

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour:	07/01/2020	07/01/2021
		Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 31.48	\$ 1.15

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS

per hour:

Journeyman \$ 23.65

OVERTIME PAY

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

HOLIDAY

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

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

1st year term	\$ 11.80
2nd year term	11.80
3rd year term	14.45
4th year term	14.45

2-42AtSS

Carpenter - Building / Heavy&Highway

03/01/2021

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Sullivan, Ulster

WAGES

WAGES:(per hour)		
BUILDING/HEAVY&HIGHWAY/TUNNEL	07/01/2020	07/01/2021
		Additional
Carpenter, Dockbuilder,	\$ 34.26	\$ 0.80

Piledriver, Dive Tender,
and Diver (Dry) +4.76*

Diver (Wet) \$ 50.00
+4.76*

*For all hours paid straight or premium.

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 28.03

OVERTIME PAY

BUILDING:

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

HEAVY&HIGHWAY/TUNNEL:

See (B, E, P, *R, **T, X) on OVERTIME PAGE.

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

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

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

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

Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

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

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

REGISTERED APPRENTICES

1 Year terms at the following wage rates.

Indentured before July 1 2016

1st	2nd	3rd	4th
\$ 17.13	\$ 20.56	\$ 23.98	\$ 27.41
+2.55*	+2.55*	+2.55*	+2.55*

Indentured after July 1 2016

1st	2nd	3rd	4th	5th
\$ 17.13	\$ 20.56	\$ 22.27	\$ 23.98	\$ 27.41
+2.55*	+2.55*	+2.55*	+2.55*	+2.55*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.33

11-279.2B/H&H

Carpenter - Floor Coverer

03/01/2021

JOB DESCRIPTION Carpenter - Floor Coverer

DISTRICT 11

ENTIRE COUNTIES

Columbia, Sullivan, Ulster

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

WAGES:(per hour)

	07/01/2020	07/01/2021
		Additional
Carpet/Resilient Floor Coverer	\$ 34.26	\$ 0.80
	+4.76*	

* For all hours paid straight or premium

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journey worker	\$ 28.03
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OVERTIME PAY

BUILDING:

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

HEAVY/HIGHWAY:

See (B, E, P, *R, **T, X) on OVERTIME PAGE.

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

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

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

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

Holidays that fall on Sunday will be observed Monday.

HEAVY/HIGHWAY:

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

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

REGISTERED APPRENTICES

1 Year terms at the following wage rates.

Indentured before July 1 2016

1st	2nd	3rd	4th
\$ 17.13	\$ 20.56	\$ 23.98	\$ 27.41
+2.55*	+2.55*	+2.55*	+2.55*

Indentured after July 1 2016

1st	2nd	3rd	4th	5th
\$ 17.13	\$ 20.56	\$ 22.27	\$ 23.98	\$ 27.41
+2.55*	+2.55*	+2.55*	+2.55*	+2.55*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms	\$ 16.33
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11-279.2Floor

Electrician

03/01/2021

JOB DESCRIPTION Electrician
ENTIRE COUNTIES

DISTRICT 11

Orange, Putnam, Rockland

PARTIAL COUNTIES

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

WAGES

Per hour:

	07/01/2020	04/01/2021
Electrician Wireman/Technician	\$ 46.00	\$ 47.00
	+7.00*	+7.00*

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am	\$ 53.97	\$ 55.15
	+7.00*	+7.00*
Shift worked between 12:30am & 8:30am	\$ 60.46	\$ 61.77
	+7.00*	+7.00*

*For all hours paid straight or premium.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, gas masks or in shafts or tunnels, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman when performing welding or cable splicing: \$2.00 above the Journeyman Wireman rate of pay.
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$2.00 above the Journeyman Wireman rate of pay.
- Journeyman Wireman required to have a CDL: \$2.00 above the Journeyman Wireman rate of pay.

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2020	04/01/2021
Journeyman	\$ 25.38 plus	\$ 26.69 plus
	3% of straight	3% of straight
	or premium wage	or premium wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

07/01/2020	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 13.20	\$ 17.60	\$ 22.00	\$ 26.40	\$ 30.80	\$ 33.00
	+.50*	+.50*	+1.00*	+1.50*	+2.00*	+2.00*
2nd Shift	15.49	20.65	25.81	30.98	36.14	38.72
	+.50*	+.50*	+1.00*	+1.50*	+2.00*	+2.00*
3rd Shift	17.35	23.13	28.91	34.70	40.48	43.47
	+.50*	+.50*	+1.00*	+1.50*	+2.00*	+2.00*
04/01/2021	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 13.50	\$ 18.00	\$ 22.50	\$ 27.00	\$ 31.50	\$ 33.75
	+.50*	+.50*	+1.00*	+1.50*	+2.00*	+2.00*
2nd Shift	15.84	21.12	26.40	31.68	36.96	39.60
	+.50*	+.50*	+1.00*	+1.50*	+2.00*	+2.00*
3rd Shift	17.74	23.66	29.57	35.48	41.40	44.36
	+.50*	+.50*	+1.00*	+1.50*	+2.00*	+2.00*

*For all hours paid straight or premium.

SUPPLEMENTAL BENEFITS per hour:

07/01/2020

1st term	\$ 14.42 plus 3% of straight or premium wage
2nd term	\$ 15.92 plus 3% of straight or premium wage
3rd term	\$ 17.42 plus 3% of straight or premium wage
4th term	\$ 18.42 plus 3% of straight or premium wage

5th & 6th term \$ 19.92 plus 3% of straight or premium wage

09/01/2020

1st term \$ 15.31 plus 3% of straight or premium wage
2nd term \$ 15.81 plus 3% of straight or premium wage
3rd term \$ 17.31 plus 3% of straight or premium wage
4th term \$ 18.31 plus 3% of straight or premium wage
5th term \$ 19.81 plus 3% of straight or premium wage
6th term \$ 20.31 plus 3% of straight or premium wage

11-363/1

Elevator Constructor

03/01/2021

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2020	01/01/2021
Mechanic	\$ 60.49	\$62.51
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

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

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule', form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour	07/01/2020	01/01/2021
Journey person/Helper	\$ 34.765*	\$ 34.825*

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

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

Supplemental Benefits per hour worked:

as Journey person/Helper

1-138

Glazier

03/01/2021

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

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

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

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

SUPPLEMENTAL BENEFITS

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

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only
Paid: See(5, 6, 16, 25)
Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	7/01/2020
1st term	\$ 20.14
2nd term	28.21
3rd term	34.10
4th term	45.80

Supplemental Benefits:

(Per hour)	
1st term	\$ 16.16
2nd term	22.76
3rd term	25.16
4th term	29.73

8-1087 (DC9 NYC)

Insulator - Heat & Frost

03/01/2021

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour:	07/01/2020	05/31/2021
Insulator	\$ 55.00	\$ 2.00
Discomfort & Additional Training**	57.96	
Fire Stop Work*	29.44	

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 34.35
Discomfort & Additional Training	36.30
Fire Stop Work: Journeyworker	17.52

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:			
1st	2nd	3rd	4th
\$ 29.44	\$ 34.55	\$ 39.66	\$ 44.78

Discomfort & Additional Training Apprentices:			
1st	2nd	3rd	4th
\$ 30.99	\$ 36.41	\$ 41.83	\$ 47.26

Supplemental Benefits paid per hour:

Insulator Apprentices:	
1st term	\$ 17.52
2nd term	20.89
3rd term	24.25
4th term	27.61

Discomfort & Additional Training Apprentices:	
1st term	\$ 18.50
2nd term	22.06
3rd term	25.62
4th term	29.18

8-91

Ironworker

03/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES

Per hour:

07/01/2020

Structural	\$ 48.98
Reinforcing*	48.98
Ornamental	48.98
Chain Link Fence	48.98

*NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland County's southern section (south of Convent Road and east of Blue Hills Road).

On Government Mandated Irregular Work Days or Shift Work, the following wage will be paid:

1st Shift	\$ 48.98
2nd Shift	62.38
3rd Shift	66.85

**Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 40.35
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OVERTIME PAY

See (B1, Q, V) on OVERTIME PAGE

HOLIDAY

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

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

REGISTERED APPRENTICES

Wages:

(1) year terms at the following wage:

	1st yr	2nd yr	3rd yr	4th yr
1st Shift	\$ 24.49	\$ 29.39	\$ 34.29	\$ 39.18
2nd Shift	33.35	39.16	44.97	50.76
3rd Shift	36.31	42.42	48.53	54.63

Supplemental Benefits per hour:

1st year	\$ 34.60
2nd year	35.75
3rd year	36.90
4th year	38.05

11-417

Laborer - Building

03/01/2021

JOB DESCRIPTION Laborer - Building

DISTRICT 11

ENTIRE COUNTIES

Orange, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Only the Townships of Andes, Bovina, Davenport, Delhi, Franklin, Hamden, Harpersfield, Kortright, Meredith, Middletown, Roxbury, and Stamford.

Greene: Only the Township of Catskill.

WAGES

GENERAL LABORER: flag person, portable generator tender, portable pump tender, temporary heat tender, chipping hammer, acoustic pump, mixer, concrete laborer, demolition, demo saw, gunite, general cleanup, landscaping, mason tender, jackhammer, pavement breaker, pressure blasting, signalperson, buggies, wrecking, chain saw, vacuums, cutting torch, discharge pipe, mega mixer, pump crete machine.

INTERMEDIATE LABORER: excavation, grading, backfilling, tampers, walk behind roller, when OSHA or contractor requires negative respirator.

PREMIUM LABORER: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

WAGES:(per hour)

	07/01/2020	06/01/2021	06/01/2022
General	\$ 37.20	\$ 38.25	\$ 39.30
Intermediate	39.00	40.10	41.20
Premium	41.85	43.00	44.20

These rates will cover all work within five feet of the building foundation line.

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular work day or when mandated or required by state, federal, county, local or other governmental agency contracts.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 29.93	\$ 30.95	\$ 32.00
Shift	36.70	37.97	39.28

OVERTIME PAY

See (B, E, E5, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Holidays that fall on Saturday shall be observed on Friday, when holidays fall on Sunday they shall be observed on Monday.

REGISTERED APPRENTICES

1000 hour terms at the following wage rates:

1st term	\$ 20.46	\$ 21.04	\$ 21.62
2nd term	24.18	24.86	25.55
3rd term	27.90	28.69	29.48
4th term	31.62	32.51	33.41

Supplemental Benefits per hour:

Apprentices	\$ 24.83	\$ 25.85	\$ 26.90
Shift	30.17	31.44	32.75

11-17.BA

Laborer - Heavy&Highway

03/01/2021

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Orange, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Only the Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Meredith, and Davenport.

Greene: Only the Township of Catskill.

WAGES

CLASS 1: Flagperson, gateperson.

CLASS 2: General laborer, chuck tender, nipper, powder carrier, magazine tender, concrete men, vibrator men, mason tender, mortar men, traffic control, custodial work, temporary heat, pump men, pit men, dump men, asphalt men, joint setter, signalman, pipe men, riprap, dry stone layers, jack hammer, bush hammer, pavement breaker, gunnite nozzle, men on mulching & seeding machines, all seeding & sod laying, landscape work, walk behind self-propelled power saws, grinder, groover, walk behind rollers and tampers of all types, burner men, filling and wiring of baskets for gabion walls, chain saw operator, railroad track laborers, power buggy & pumpcrete ops., plaster & acoustic pump, power brush cutter, retention liners, walk behind surface planer, chipping hammer, manhole, catch basin or inlet installing, mortar mixer, laser men. *Micropaving and crack sealing.

CLASS 3: Asbestos, toxic, bio remediation and phyto remediation, lead or hazardous materials abatement when certification or license is required, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power.

CLASS 4: Asphalt screedman, blaster, all laborers involved in pipejacking and boring operations not exceeding more than 10 feet into pipe, boring or drilled area.

WAGES:(per hour)

07/01/2020

CLASS 1	\$ 35.25
CLASS 2	40.00
CLASS 3	44.25
CLASS 4	49.10

*NOTE: Micropaving and crack sealing laborers shall receive \$2.50 per hour over the CLASS 2 rate.

SHIFT DIFFERENTIAL: On all NYS D.O.T. or other Governmental mandated irregular or off shift work, an additional 15% of wage is required.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 29.75
Shift	33.81

OVERTIME PAY

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

Employees that work on a holiday which falls on a Saturday, shall be paid two and one-half (2-1/2) times the regular hourly rate for all hours worked on that day.

HOLIDAY

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

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

REGISTERED APPRENTICES

1000 hour terms at the following wage rates.

1st term	\$ 20.46
2nd term	24.18
3rd term	27.90
4th term	31.62

Supplemental Benefits per hour:

Apprentices	\$ 24.65
Shift	27.85

11-17.1H/H

Laborer - Tunnel

03/01/2021

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2020	07/01/2021	07/01/2022
Class 1	\$ 50.45	\$ 51.95	\$ 53.45
Class 2	52.60	54.10	55.60
Class 4	59.00	60.50	62.00
Class 5	42.25	43.50	44.80

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

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 32.15	\$ 33.25	\$ 34.45
Benefit 2	48.15	49.80	51.60
Benefit 3	64.15	66.35	68.75

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

11-17/60/235/754Tun

Lineman Electrician

03/01/2021

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

07/01/2020

Lineman, Technician	\$ 53.50
Crane, Crawler Backhoe	53.50
Welder, Cable Splicer	53.50
Digging Mach. Operator	48.15
Tractor Trailer Driver	45.48
Groundman, Truck Driver	42.80
Equipment Mechanic	42.80
Flagman	32.10

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	\$ 53.50
Crane, Crawler Backhoe	53.50
Cable Splicer	58.85
Certified Welder -	
Pipe Type Cable	56.18
Digging Mach. Operator	48.15
Tractor Trailer Driver	45.48
Groundman, Truck Driver	42.80
Equipment Mechanic	42.80
Flagman	32.10

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	\$ 54.82
Crane, Crawler Backhoe	54.82
Cable Splicer	60.30
Certified Welder -	
Pipe Type Cable	57.56
Digging Mach. Operator	49.34
Tractor Trailer Driver	46.60

Groundman, Truck Driver	43.86
Equipment Mechanic	43.86
Flagman	32.89

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 56.01
Crane, Crawler Backhoe	56.01
Cable Splicer	56.01
Digging Mach. Operator	50.41
Tractor Trailer Driver	47.61
Groundman, Truck Driver	44.81
Equipment Mechanic	44.81
Flagman	33.61

Additional \$1.00 per hour for entire crew when a helicopter is used.

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

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (also required on non-worked holidays):

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

Journeyman	\$ 24.90
	*plus 6.75% of hourly wage

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

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

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

07/01/2020

01/01/2021

Cable Splicer	\$ 33.77	\$ 34.78
Installer, Repairman	\$ 32.05	\$ 33.01
Teledata Lineman	\$ 32.05	\$ 33.01
Tech., Equip. Operator	\$ 32.05	\$ 33.01
Groundman	\$ 16.99	\$ 17.50

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

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

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 5.06	\$ 5.06
	*plus 3% of wage paid	*plus 3% of wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

03/01/2021

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

Digger's duties shall consist of traffic control only.
(Ref #14.01.02)

Per hour:

07/01/2020

Lineman, Technician	\$ 47.48
Crane, Crawler Backhoe	47.48
Certified Welder	49.85
Digging Machine	42.73
Tractor Trailer Driver	40.36
Groundman, Truck Driver	37.98
Equipment Mechanic	37.98
Flagman	28.49

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

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

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 24.90
	*plus 6.75% of hourly wage

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

Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms.

	07/01/2020
1st term	\$ 28.49
2nd term	30.86
3rd term	33.24
4th term	35.61
5th term	37.98
6th term	40.36
7th term	42.73

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249aReg8LT

Lineman Electrician - Tree Trimmer

03/01/2021

JOB DESCRIPTION Lineman Electrician - Tree Trimmer
ENTIRE COUNTIES

DISTRICT 6

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

WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

Per hour:	07/01/2020	01/03/21	01/02/22	01/01/23
Tree Trimmer	\$ 26.56	\$ 27.36	\$ 28.25	\$ 29.59
Equipment Operator	23.49	24.19	24.98	26.17
Equipment Mechanic	23.49	24.19	24.98	26.17
Truck Driver	19.56	20.15	20.80	21.79
Groundman	16.11	16.59	17.13	17.94
Flag person	11.80	12.50*	12.50	12.94

*RATE GOES INTO EFFECT 12/31/2020

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 9.98	\$ 9.98	\$ 10.23	\$ 10.48
	*plus 3% of hourly wage	*plus 3% of hourly wage	*plus 3% of hourly wage	*plus 3% of hourly wage

* The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

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

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building

03/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour:

07/01/2020

Bricklayer	\$ 41.31
Cement Mason	41.31
Plasterer/Stone Mason	41.31
Pointer/Caulker	41.31

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

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

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 34.44
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OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

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

11-5du-b

Mason - Building

03/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour:

07/01/2020 12/07/2020

Building:

Tile, Marble, & Terrazzo

Mechanic/Setter

\$54.63

\$ 55.32

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker: \$ 22.31* \$ 22.41*
+ \$7.50 + \$7.50

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Double time rate applies after 10 hours

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

(Counties of Orange & Putnam)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
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:
(Counties of Orange & Putnam)

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*
+\$0.66	+\$0.70	+\$0.80	+\$0.85	+\$1.23	+\$1.27	+\$1.62	+\$1.67	+\$5.82	+\$6.31

Wages per hour:
(Counties of Dutchess, Sullivan, Ulster)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
\$19.16	\$23.16	\$25.14	\$29.14	\$31.81	\$35.32	\$38.52	\$41.52	\$43.05	\$46.30

Supplemental Benefits per hour:
(Counties of Dutchess, Sullivan, Ulster)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55*	\$12.55*	\$14.56*	\$14.56*	\$15.56*	\$16.06*	\$16.56*	\$17.56*	\$15.56*	\$20.31*
+\$0.64	+\$0.68	+\$0.73	+\$0.77	+\$1.14	+\$1.18	+\$1.52	+\$1.56	+\$6.08	+\$6.16

9-7/52B

Mason - Building

03/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour:	07/01/2020	12/07/2020
Building		
Tile, Marble, &		
Terrazzo Finisher	\$ 45.12	\$ 45.44

SUPPLEMENTAL BENEFITS

Journeyworker:

Per Hour	\$ 19.16*	\$ 19.51*
	+ \$7.37	+ \$7.37

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

OVERTIME PAY

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

Double time rate applies after 10 hours on Saturdays.

HOLIDAY

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

9-7/88B-tf

Mason - Building

03/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

07/01/2020

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

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

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

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 35.00
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OVERTIME PAY

OVERTIME:

Cement Mason See (B, E, Q, W) on OVERTIME PAGE.

All Others See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5,6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

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

11-5wp-b

Mason - Building

03/01/2021

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
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Marble Cutters & Setters	\$ 60.35	\$ 60.89
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SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker	\$ 37.24	\$ 37.65
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OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

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

Supplemental Benefits per hour:

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

Mason - Heavy&Highway 03/01/2021

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Range: Entire county except the Township of Tuxedo.

WAGES

Per hour:

07/01/2020

Bricklayer	\$ 41.82
Cement Mason	41.82
Marble/Stone Mason	41.82
Plasterer	41.82
Pointer/Caulker	41.82

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

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

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 34.43

OVERTIME PAY

Cement Mason See (B, E, Q, W, X)

All Others See (B, E, Q, X)

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

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

11-5du-H/H

Mason - Heavy&Highway

03/01/2021

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

07/01/2020

Bricklayer	\$ 42.60
Cement Mason	42.60
Marble/Stone Mason	42.60
Plasterer	42.60
Pointer/Caulker	42.60

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

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

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 34.99

OVERTIME PAY

Cement Mason See (B, E, Q, W, X)

All Others See (B, E, Q, X)

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

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

11-5WP-H/H

Operating Engineer - Building / Heavy&Highway

03/01/2021

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

WAGES

CLASS A5: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 140ft boom and over.

CLASS A4: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 100ft to 139ft boom.

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes with a boom under 100ft.

CLASS A2: Cranes, Derricks and Pile Drivers less than 100 tons with 140ft boom and over.

CLASS A1: Cranes, Derricks and Piler Drivers less than 100 tons with a 100ft to 139ft boom.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with a boom under 100ft.; Autograde Combn. Subgrader, Base Material Spreader and Base Trimmer (CMI and Similar Types); Autograde Pavement profiler (CMI and Similar Types); Autograde Pavement Profiler and Recycle type (CMI and Similar Type); Autograde Placer-Trimmer-Spreader Comb. (CMI & Similar types); Autograde Slipform Paver (CMI & Similar Types); Central Power Plants (all types); Chief of Party; Concrete Paving Machines; Drill (Baur, AMI and Similar Types); Drillmaster, Quarrymaster (Down the Hole Drill), Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill; Draglines; Elevator Graders; Excavator; Front End Loaders (5 yds. and over); Gradalls; Grader-Rago; Helicopters (Co-Pilot); Helicopters (Communications Engineer); Juntann Pile Driver; Locomotive (Large); Mucking Machines; Pavement & Concrete Breaker, i.e., Superhammer & Hoe Ram; Roadway Surface Grinder; Prentice Truck; Scooper (Loader and Shovel); Shovels; Tree Chopper with Boom; Trench Machines (Cable Plow); Tunnel Boring Machine; Vacuum Truck

CLASS B: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of Bucket) not applicable to Pipehook; Boring and Drilling Machines; Brush Chopper, Shredder and Tree Shredder, Tree Shearer; Bulldozer (Fine Grade); Cableways; Carryalls; Concrete Pump; Concrete Pumping System, Pump Concrete and Similar Types; Conveyors (125 ft. and over); Drill Doctor (duties incl. Dust Collector Maintenance); Front End Loaders (2 yds. but less than 5 yds.); Graders (Finish); Groove Cutting Machine (Ride on Type); Heater; Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft); Hoisting Machine, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type; Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist"; Hydraulic Cranes-10 tons and under; Hydraulic Dredge; Hydro-Axe; Hydro Blaster; Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Log Skidder; Pans; Pavers (all) concrete; Plate and Frame Filter Press; Pumpcrete Machines, Squeeze-crete & Concrete Pumping (regardless of size); Scrapers; Side Booms; "Straddle" Carrier-Ross and similar types; Winch Trucks (Hoisting); Whip Hammer

CLASS C: Asphalt Curbing Machine; Asphalt Plant Engineer; Asphalt Spreader; Autograde Tube Finisher and Texturing Machine (CMI & Similar types); Autograde Curecrete Machine (CMI & Similar Types); Autograde Curb Trimmer & Sidewalk, Shoulder, Slipform (CMI & Similar Types); Bar Bending Machines (Power); Batchers, Batching Plant and Crusher on Site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozer (except fine grade); Car Dumpers (Railroad); Compressor and Blower Type Units (used independently or mounted on dual purpose Trucks, on Job Site or in conjunction with jobsite, in Loading and Unloading of Concrete, Cement, Fly Ash, Instacrete, or Similar Type Materials); Compressors (2 or 3 in Battery); Concrete Finishing Machines; Concrete cleaning decontamination machine operator; Concrete Saws and Cutters (Ride-on type); Concrete Spreaders (Hetzl, Rexomatic and Similar Types); Concrete Vibrators; Conveyors (under 125 feet); Crushing Machines; Directional Boring Machines; Ditching Machine-small (Ditch-witch, Vermeer, or Similar type); Dope Pots (Mechanical with or without pump); Dumpsters; Elevator; Fireman; Fork Lifts (Economobile, Lull and Similar Types of Equipment); Front End Loaders (1 yd. and over but under 2 yds.); Generators (2 or 3 in Battery); Giraffe Grinders; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibrator (in conjunction with Generator); Heavy Equipment Robotics Operator Technician; Hoists-Roof, Tugger, Aerial Platform Hoist & House Cars; Hoppers; Hopper Doors (power operated); Hydro Blaster; Hydraulic Jacking Trailer; Ladders (motorized); Laddervator; Locomotive-dinky type; Maintenance -Utility Man; Master Environmental Maintenance Technician; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols; Pavement Breakers (small self propelled ride on type-also maintains compressor hydraulic unit); Pavement Breaker-truck mounted; Pipe Bending Machine (Power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (Post Pounder & Auger); Rod Bending Machines (Power); Roller-Black Top; Scales (Power); Seaman pulverizing mixer; Shoulder widener; Silos; Skidsteer (all attachments); Skimmer Machines (boom-type); Steel Cutting Machine (service & maintain); Tam Rock Drill; Tractors; Transfer Machine; Captain (Power Boats); Tug Master (powerboats); Ultra High Pressure Waterjet Cutting Tool System operator/maintenance technician; Vacuum Blasting Machine; Vibrating Plants (used in conjunction with unloading); Welder and Repair Mechanics

CLASS D: Brooms and Sweepers; Chippers; Compressor (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines-large diesel (1620 HP) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operation & Maint. of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yard); Generator (single); Grease, Gas, Fuel and Oil supply trucks; Heaters (Nelson or other type incl. Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers (Concrete, small); Mulching Equipment (Operation and Maintenance of); Pumps (2 or less than 4 inch suction); Pumps (4 inch suction and over incl. submersible pumps); Pumps (Diesel Engine and Hydraulic-immaterial of power); Road Finishing Machines (small type); Rollers-grade, fill or stone base; Seeding Equip. (Operation and Maintenance of); Sprinkler & Water Pump Trucks (used on jobsite or in conjunction with jobsite); Steam Jennies and Boilers-irrespective of use; Stone Spreader; Tamping Machines, Vibrating Ride-on; Temporary Heating Plant (Nelson or other type, incl. Propane, Natural Gas or Flow Type Units); Water & Sprinkler Trucks (used on or in conjunction with jobsite); Welding Machines (Gas, Diesel, and/or Electric Converters of any type, single, two, or three in a battery); Wellpoint Systems (including installation by Bull Gang and Maintenance of)

CLASS E: Assistant Engineer/Oiler; Drillers Helper; Maintenance Apprentice (Deck Hand); Maintenance Apprentice (Oiler); Mechanics' Helper; Tire Repair and Maintenance; Transit/Instrument Man

WAGES:(per hour)

	07/01/2020	07/01/2021 Additional	07/01/2022 Additional
Class A5	\$ 61.32	\$ 2.30	\$ 2.25
Class A4	60.32		
Class A3	59.32		
Class A2	56.82		
Class A1	55.82		
Class A	54.82		
Class B	53.23		
Class C	51.32		
Class D	49.69		
Class E	47.98		
Safety Engineer	55.56		

**Outside Material Hoist (Class B) receives \$ 1.00 per hour on 110 feet up to 199 feet total height, \$ 2.00 per hour on 200 feet and over total height.

Helicopter:

Pilot/Engineer	56.64
Co Pilot	54.82
Communications Engineer	54.82

Surveying:

Chief of Party	54.82
Transit/Instrument Man	47.98
Rod/Chainman	45.40

Additional \$0.75 for Survey work Tunnel under compressed air.
Additional \$0.50 for Hydrographic work.

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

- On HAZARDOUS WASTE REMOVAL or ASBESTOS REMOVAL work, or any state or federally DESIGNATED HAZARDOUS WASTE SITE:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 34.35
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SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

OVERTIME PAY

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

*15% premium is also required on shift work benefits

HOLIDAY

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE
 Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE
 Holidays falling on Sunday will be celebrated on Monday.

REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage.

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

Supplemental Benefits per hour:

Apprentices \$ 34.35

11-825

Operating Engineer - Marine Dredging

03/01/2021

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 Foreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	25.66	26.37

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2020	10/01/2020
	\$11.58 plus 7.5% of straight time wage, Overtime hours add \$ 0.63	\$11.98 plus 8% 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 - Steel Erectors

03/01/2021

JOB DESCRIPTION Operating Engineer - Steel Erectors

DISTRICT 11

ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

WAGES

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with a 140 ft. boom and over.

CLASS A2: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with up to a 139 ft. boom and under.

CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 140 ft. boom and over.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with up to a 139 ft. boom and under.

CLASS B: "A" Frame; Cherry Pickers(10 tons and under); Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms; Straddle Carrier

CLASS C: Aerial Platform used as Hoist; Compressors (2 or 3 in Battery); Concrete cleaning/ decontamination machine operator; Directional Boring Machines; Elevator or House Cars; Conveyers and Tugger Hoists; Fireman; Fork Lifts; Generators (2 or 3 in Battery); Heavy Equipment Robotics Operator/Technician; Master Environmental Maintenance Technician; Maintenance -Utility Man; Rod Bending Machines (Power); Captain(powerboat); Tug Master; Ultra High Pressure Waterjet Cutting Tool System; Vacuum Blasting Machine; Welding Machines(gas or electric,2 or 3 in battery, including diesels); Transfer Machine; Apprentice Engineer/Oiler with either one compressor or one welding machine when used for decontamination and remediation

CLASS D: Compressor (single); Welding Machines (Gas, Diesel, and/or Electric Converters of any type); Welding System Multiple (Rectifier Transformer type)

CLASS E: Assistant Engineer/Oiler; Maintenance Apprentice (Deck Hand); Drillers Helper; Maintenance Apprentice (Oiler); Mechanics' Helper; Transit/Instrument Man

WAGES:(per hour)

	07/01/2020	07/01/2021 Additional	07/01/2022 Additional
Class A3	\$ 63.34	\$ 2.30	\$ 2.25
Class A2	61.68		
Class A1	58.84		
Class A	57.18		
Class B	54.39		

Class C	51.73
Class D	50.20
Class E	48.44
Vacuum Truck	55.15
Safety Engineer	56.01

Helicopter:	
Pilot/Engineer	58.84
Co Pilot	58.45
Communications Engineer	58.45

Surveying:	
Chief of Party	55.15
Transit/Instrument man	48.44
Rod/Chainman	45.40
Additional \$0.75 for Survey work Tunnels under compressed air.	
Additional \$0.50 for Hydrographic work.	

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.
- On HAZARDOUS WASTE REMOVAL or ASBESTOS REMOVAL work, or any state or federally DESIGNATED HAZARDOUS WASTE SITE:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 34.35
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OVERTIME PAY

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

*15% premium is also required on shift work benefits

HOLIDAY

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Holidays falling on Sunday will be celebrated on Monday.

REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage.

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

Supplemental Benefits per hour:

Apprentices	\$ 34.45
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11-825SE

Painter

03/01/2021

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

WAGES

Per hour

07/01/2020

Brush/Paper Hanger	\$ 35.14
Dry Wall Finisher	35.14
Lead Abatement	35.14

Sandblaster-Painter 35.14
Spray Rate 36.14

See Bridge Painting rates for the following work:

Structural Steel, all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 24.04

OVERTIME PAY

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

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT OF AT LEAST A FIVE (5) DAY DURATION (MONDAY THROUGH FRIDAY), WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

4:00 PM to 6:30 AM REGULAR RATE PLUS 15%**

OVERTIME ON MULTIPLE SHIFT WORK AND SINGULAR IRREGULAR SHIFT THE SHIFT RATE IS THE BASE RATE

**SHIFT RATE STOPS AFTER 6:30AM

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

Six (6) month terms at the following percentage of Journey person's wage

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

1st term	\$ 10.64
All others	24.04

1-155

Painter - Bridge & Structural Steel

03/01/2021

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	\$ 20.60	\$ 21.20
	+ 3.15*	+ 3.45*	+ 3.86*
2nd year	\$ 30.15	\$ 30.90	\$ 31.80
	+ 4.73*	+ 5.18*	+ 5.78*
3rd year	\$ 40.20	\$ 41.20	\$ 42.40
	+ 6.30*	+ 6.90*	+ 7.71*

Supplemental Benefits - Per hour:

1st year	\$.25	\$.25	\$.25
	+ 11.86*	+ 12.00*	+ 12.24*
2nd year	\$ 10.20	\$ 10.90	\$ 10.90
	+ 17.79*	+ 18.00*	+ 18.36*
3rd year	\$ 10.20	\$ 10.90	\$ 10.90
	+ 23.72*	+ 24.00*	+ 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

03/01/2021

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:

Painter (Striping-Highway):	07/01/2020	07/01/2021	07/01/2022
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

03/01/2021

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

Plumber

03/01/2021

JOB DESCRIPTION Plumber

DISTRICT 11

OUTER COUNTIES
Orange, Rockland, Sullivan

PARTIAL COUNTIES

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

WAGES

REFRIGERATION: For commercial and industrial refrigeration which means service, maintenance, and installation work where the combined compressor tonnage does not exceed 40 tons.

AIR CONDITIONING: Air conditioning to be installed that is water cooled shall not exceed 25 tons. This will include the piping of the component system and erection of water tower. Air conditioning that is air cooled shall not exceed 50 tons.

WAGES: (per hour)

	07/01/2020	05/01/2021 Additional
Plumber	\$ 34.59	\$ 2.00

Star Certification: an additional \$ 1.00 per hour over scale will be paid to all those who have Star Certification.

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular work day or for 2nd and 3rd shift.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman
\$ 33.07*

*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

OVERTIME PAY

See (B, G, P, *V) on OVERTIME PAGE

* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

HOLIDAY

Paid: See (5, 6, 13, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1)year terms at the following wage.

	07/01/2020	01/01/2021
1st term	\$ 12.11	\$ 13.84
2nd term	15.57	15.57

3rd term	19.03	19.03
4th term	22.49	22.49
5th term	27.68	27.68

Supplemental Benefits per hour:
Apprentices

1st term	\$ 11.66*	\$ 13.30*
2nd term	14.96*	14.96*
3rd term	18.25*	18.25*
4th term	21.55*	21.55*
5th term	26.49*	26.49*

*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.
11-373 Refrig

Plumber 03/01/2021

JOB DESCRIPTION Plumber

DISTRICT 11

ENTIRE COUNTIES

Orange, Rockland, Sullivan

PARTIAL COUNTIES

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

WAGES

WAGES:(per hour)	07/01/2020	05/01/2021
		Additional
Plumber/Steamfitter	\$ 46.70	\$ 2.50

Note: For all work 40-60 feet above ground add \$ 0.25 per hour, over 60 feet add \$ 0.50 per hour.

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular work day or for 2nd and 3rd shift.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 40.82*

*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

OVERTIME PAY

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

* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

When a holiday falls on a Saturday, the day prior shall be considered and recognized as the holiday. When a holiday falls on a Sunday, the day proceeding shall be considered and recognized as the holiday to be observed.

REGISTERED APPRENTICES

(1) year terms at the following wages.

	07/01/2020
1st term	\$ 16.35
2nd term	21.02
3rd term	25.69
4th term	30.36
5th term	37.36

Supplemental Benefits per hour:

1st term	\$ 14.37*
2nd term	18.44*
3rd term	22.50*
4th term	26.58*
5th term	32.67*

*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.
11-373 SF

Roofer

03/01/2021

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

03/01/2021

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

SheetMetal Worker 07/01/2020
\$ 43.65
+ 3.27*

*This portion is not subject to overtime premiums.

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:
10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 42.55

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 16.16	\$ 18.18	\$ 20.21	\$ 22.23	\$ 24.24	\$ 26.27	\$ 28.77	\$ 31.27
+ 1.31*	+ 1.47*	+ 1.64*	+ 1.80*	+ 1.96*	+ 2.13*	+ 2.29*	+ 2.45*

*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

Apprentices

1st term	\$ 18.31
2nd term	20.60
3rd term	22.88
4th term	25.19
5th term	27.47
6th term	29.75
7th term	31.56
8th term	33.39

8-38

Sprinkler Fitter**03/01/2021****JOB DESCRIPTION** Sprinkler Fitter**DISTRICT 1****ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour

07/01/2020

Sprinkler \$ 45.52
Fitter**SUPPLEMENTAL BENEFITS**

Per hour

Journey person \$ 27.57

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following percentage of journey person's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 21.97	\$ 24.41	\$ 26.59	\$ 29.02	\$ 31.45	\$ 33.88	\$ 36.31	\$ 38.74	\$ 41.17	\$ 43.60

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 18.70	\$ 18.70	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95
									1-669.2

Teamster - Building / Heavy&Highway**03/01/2021****JOB DESCRIPTION** Teamster - Building / Heavy&Highway**DISTRICT 11****ENTIRE COUNTIES**

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

GROUP 1A: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP 2: All equipment 25 yards and up to and including 30 yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks. Water Trucks, Bus.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour) 07/01/2020

GROUP 1	\$ 33.25
GROUP 1A	34.39
GROUP 2	32.69
GROUP 3	32.47
GROUP 4	32.36
GROUP 5	32.24
GROUP 6	32.24

NOTE ADDITIONAL PREMIUMS:

- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.
- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

SUPPLEMENTAL BENEFITS

Per hour:

First 40 hours	\$ 35.55
Over 40 hours	28.75

OVERTIME PAY

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

*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.

**Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

HOLIDAY

aid: See (5, 6, 15, 25) on HOLIDAY PAGE
vertime: See (*1) on HOLIDAY PAGE

See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

Welder 03/01/2021

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)

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

YES ☐ NO ☐

10. Name and Title of Requester

Signature



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

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

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

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

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

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

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

NYSDOL Bureau of Public Work Debarment List 01/13/2021

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	NYC		AMJAD NAZIR		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROPEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	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 MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022

NYSDOL Bureau of Public Work Debarment List 01/13/2021

Article 8

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		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	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 PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		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	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
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	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024

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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		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 65POUGHQUAG NY 12570	02/19/2016	02/19/2021
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 REPAI 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 TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINSVILLE 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	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTI ON	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
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	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
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 BALDWINSVILLE NY 13027	02/03/2020	01/09/2023

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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 LATTI 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		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
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	AG		J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTI BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
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 AVENUE OSWEGO 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 LATTI 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 LATTI BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		281 MILL RD P.O BOX 296 EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302 STUART 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	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2 REGO 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

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DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	AG	*****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
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 PLATZ 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

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DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
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	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4 YONKERS 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 29 MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204 NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOOR STATEN 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	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023

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DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
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		28 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	NYC	*****5771	PMJ ELECTRICAL CORP		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC	*****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSEAR		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	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021

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

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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	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
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		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
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 PHEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****7361	VIABLE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
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

GENERAL CONDITIONS

ARTICLE I

Statement of Performance and Compensation

1.1 The Contractor, at its own sole cost and expense, shall furnish all labor and services and all material and equipment necessary to perform the Contract Work and all work incidental thereto and shall perform all such work to completion in strict accordance with the Contract Documents as defined herein and subject to the satisfaction and approval of the Owner, within the time specified in the Information for Bidders, and further subject to all the covenants, agreements, promises, and conditions hereto.

1.2 The Owner shall pay and the Contractor shall accept, in full consideration of the Contractor's performance of the Contract, subject to additions and deductions as provided herein, the sum of

(\$_____).

ARTICLE II

Definitions

2.1 The Contract. The following shall be referred to as the "Contract Documents" and shall be deemed to be a part of this Contract:

- a. Invitation to bid and information for bidders;
- b. Proposal or bid;
- c. Qualification of Bidder;
- d. Notice of Intent to Award;
- e. Notice of Award;

- f. Notice to Proceed;
- g. General Conditions;
- h. Special Conditions;
- i. Specifications;
- j. Drawings;
- k. All Addenda issued by Owner;
- l. All provisions required by law to be deemed included in this Contract whether or not actually appearing therein;
- m. Performance and Payment Bonds.

2.2 "ADDENDUM" or "ADDENDA" shall mean those additional contract provisions issued in writing by the Owner prior to receipt of bids.

2.3 "CHANGE ORDER" shall mean those written orders, specified in Article IX, by which the Owner may order revisions, additions, or omissions to the Work.

2.4 "CONTRACT" shall mean the agreement between the parties as expressed in those Contract Documents referred to in Paragraph 2.1 of this Article.

2.5 "CONTRACT PRICE" shall mean the lump sum price, or gross price in the case of a unit price contract, provided in Article I for which Contractor agrees to perform the Work.

2.6 "CONTRACTOR" shall mean the party of the second part hereto, whether corporation, partnership, joint venture, or individual, or any combination thereof, and its, their or his or her successors, personal representatives, executors, administrators and assigns, and any person, firm or corporation who or which shall at any time be legally substituted in the place of the party of the second part under this Contract.

"OTHER CONTRACTORS" shall mean any contractor (other than the party of the second part or its sub-contractors) who has a contract with the Owner for work on or adjacent to the building or site of the work.

2.7 "CONTRACT DRAWINGS" shall mean only those drawings specifically entitled as such and listed in the specifications or in any addenda, or any detailed drawings furnished by the Owner, pertaining or supplemental thereto.

2.8 "CONTRACT WORK" shall mean everything required to be furnished and done by the Contractor by any one or more of the parts of the Contract referred to in Paragraph 2.1 hereof, except Extra Work as hereinafter defined; it being understood that, in case of any inconsistency or ambiguity in or between any part or parts of this Contract, the Owner shall determine which shall prevail.

2.9 "DISPUTED WORK" shall mean work which the Contractor is ordered to perform, and which the Contractor claims should be considered Extra Work and not Contract Work and which the Owner claims is Contract Work.

2.10 "ENGINEER" shall mean the Engineer of the Owner duly designated by the Owner to be its representative at the site of the work, to administer the Contract and to exercise all the duties and rights to which the Engineer is entitled under the Contract and the Engineer's agreement with the Owner.

2.11 "EXCUSABLE DELAY" shall mean delay in the Contractor's performance of the Work which arises through no fault, error, act or omission of the Contractor.

2.12 "EXTRA WORK" shall mean work duly authorized other than that required by the Contract at the time of its execution.

2.13 "FINAL ACCEPTANCE" shall mean final acceptance of the work by the Owner, as evidenced by its authorized signature upon the Certificate of Final Completion, a copy of which shall be sent to the Contractor. Such acceptance shall be deemed to have taken place as of the date so stated in such Certificate.

2.14 "MATERIALMAN" shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor, or any Subcontractor, to fabricate or deliver, or

who actually fabricates or delivers, plant, materials or equipment incorporated in the Work.

2.15 "MEANS AND METHODS OF CONSTRUCTION" shall mean the labor, materials, temporary structures, tools, plant, and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

2.16 "PROJECT" shall mean the public improvement to which this Contract relates.

2.17 "SITE" or "PROJECT SITE" or "WORK SITE" shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

2.18 "SPECIFICATIONS" shall mean all of the directions, requirements and standards of performance applying to the work as hereinafter detailed and designated under the Contract Document entitled "Specifications".

2.19 "SUBCONTRACTOR" shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or his Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the site.

2.20 "WORK" shall mean everything required to be furnished and done by the Contractor under the Contract, and shall include both Contract Work and Extra Work.

ARTICLE III

The Work and Its Performance

3.1 Character of the Work. The Contractor agrees to perform and complete the Work in strict accordance with the Contract Documents, with the best modern practice, and with workmanship and materials of the highest quality so as to achieve the results intended by the Contract Documents and to the

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satisfaction of the Owner and the Engineer.

3.2 Contractor's Warranties. The Contractor warrants and represents that the Work shall satisfy all the requirements of the Contract and shall conform strictly to the Contract Drawings and Specifications; be completed free from fault and defects; be of the highest quality and incorporate only new materials and equipment unless the Contract otherwise provides; be free of liens and encumbrances; be constructed in compliance with all applicable laws and insurance requirements; and be fit for the intended use and purpose. The Contractor further warrants and represents that it has reviewed carefully the Contract Documents, and that the Contractor can perform the Contract Work for the Contract Price and can achieve Substantial Completion on or before the scheduled completion date as specified in the Information for Bidders.

3.3 Means and Methods of Construction. The Contractor shall, at its own expense, provide all labor, materials, apparatus, scaffolding, appliances, utensils, tools, machinery, transportation and cartage and whatever else may be required of every description necessary to perform and complete the Work, and shall be solely responsible for the same and for the safe, proper and lawful construction, maintenance and use thereof. Unless otherwise expressly provided in the Contract Drawings, Specifications or Addenda, the Contractor shall be responsible for choosing the means and methods of construction; subject, however, to the Engineer's right to reject means and methods proposed by the Contractor which:

- a. Will constitute or create a hazard to the work, or to persons or property; or
- b. will not produce finished work in accordance with the terms of the Contract.

The Engineer's acceptance of the Contractor's means and methods of construction, or the Engineer's failure to exercise its right to reject such means or methods, shall not relieve the Contractor of any of its obligations under the Contract; nor shall the exercise of such right to reject create any claim or cause of action for damages, which Contractor hereby expressly waives.

3.4 Shop Drawings. The Contractor shall submit on a timely basis all Shop Drawings and revisions thereto, as provided in the Special Conditions.

3.5 Utilities. The Contractor shall have sole responsibility for making all arrangements with respective utilities for the relocation of utility lines and facilities or the interruption or resumption of service, as may be provided in the Special Conditions and Specifications, and waives all claims against the Owner, its employees, agents or representatives for damages relating to or arising therefrom.

3.6 Contractor's Familiarity with Site and Work Conditions. The Contractor represents that it has inspected and is familiar with the nature and location of the Project Site and all physical conditions relating to the Work, including without limitation utilities, location of utility lines, existing buildings and structures, roads, streets, access to and from the Project Site, topographical conditions, local climate and weather conditions, surface conditions, and normal and foreseeable soil, rock, water and subsurface conditions.

3.7 Unforeseeable Conditions. The Contractor shall be solely responsible for performing to completion all its Work notwithstanding the existence of any surface or subsurface conditions, whether foreseeable or unforeseeable. The Contractor shall perform under Change Order any Extra Work, pursuant to Article IX, required by reason of Unforeseeable Conditions and shall accept Extra Payment therefor, as the Contractor's total compensation for any and all losses, damages or expenses arising out of or relating to Unforeseeable Conditions. The Contractor shall give further written notice to the Engineer within three (3) days after discovery of any condition which the Contractor claims to be an Unforeseeable Condition. The Contractor waives and releases any right to Extra Payment relating to an Unforeseeable Condition if the Contractor fails to give such notice as provided.

3.8 Representative Detail. All specifications, notations, or details in the Contract specifically applicable to one or a number of similar situations, materials or processes, or shown as typical or

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representative, shall apply to all similar situations, materials, or processes, wherever appearing in the Work, unless the Contract clearly requires a contrary result. A typical or representative detail indicated on the Contract Drawings shall be the standard of workmanship and material in all corresponding parts of the Work. Where necessary, and where inferable from the Contract Drawings and Specifications, the Contractor shall adapt such representative detail for all corresponding parts of the Work. All references in the Contract to materials, equipment, or facilities shall be construed to require the Contractor to furnish the same in accordance with the grades and/or standards indicated in the Contract. Where the Contract does not specify any explicit quality or standard for materials or workmanship, the Contractor shall use only workmanship and new materials of the best quality.

3.9 Measurements. The Contractor shall be responsible for all measurements required for execution of the Work to the exact position and elevation as required by the Contract. Before executing any work, Contractor shall verify all measurements by inspection or examination at the Site. Contractor acknowledges that the Contract Drawings do not necessarily show all variations in alignment, elevation, or dimension required to satisfy architectural and structural limitations; and Contractor assumes responsibility for the proper and correct construction.

3.10 Interpretation of Contract Documents. The Contractor shall submit to the Engineer, pursuant to Article XII, all issues, questions, and problems concerning the meaning and intent of the Contract, including issues resulting from inconsistencies between or among any documents forming part of the Contract. The Engineer's determination shall be conclusive, final and binding on the Contractor.

3.11 Permits. The Contractor shall secure all permits, licenses, and approvals required under the Contract or otherwise necessary for the proper performance and completion of the Work.

3.12 Specifications and Drawings. The Contract Specifications and Drawings and all other Contract Documents are intended to supplement each other, and together constitute one complimentary set

of plans, so that any work exhibited in the one and not in the other shall be executed just as if it had been set forth in all, in order that the Work shall be completed in every respect according to the complete design or designs as decided and determined by the Engineer. Should anything be omitted from the Specifications or Drawings which is necessary to a complete understanding of the Work, or should any error appear either in the various drawings furnished or in the work done by other Contractors affecting the Work covered hereby, the Contractor shall promptly notify the Engineer in writing, pursuant to Article XII within three (3) days of discovery of the error or omission. In the event of the Contractor's failure to do so, he shall make good any damage or defect in his work caused by reason of such error or omission and waives any claim for Extra Payment therefor.

3.13 Satisfaction of the Owner and Engineer. All work under this Contract shall be done to the satisfaction of the Owner and Engineer. The Engineer shall determine the quantity, quality, acceptability and fitness of the various items of work and materials to be furnished and paid for hereunder, and whether the Contractor has performed in accordance with the Specifications and Drawings. The Engineer may direct the Contractor to correct or remove such materials or work as in the Engineer's opinion are not in accordance with the Specifications or Drawings and to substitute therefore without delay other work and materials, and in such event the expense of doing so and of making the directed correction or substitution shall be borne solely and fully by the Contractor. The determination of the Engineer in all such matters shall be conclusive, final and binding upon the Contractor.

3.14 Contractor's Duty to Correct Defective Work. Upon notification from the Engineer, the Contractor shall, at its own cost, promptly correct any and all defects, including without limitation settlement, shrinkage, and nonconforming materials, in its Work or in that of any Subcontractor employed by the Contractor which occur due to the fault of the Contractor or its Subcontractors during the progress of the Work or which appear within twelve (12) months after the date of Final Acceptance. If, within ten (10)

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days after mailing of notice in writing to the Contractor or its agents of the occurrence or appearance of any such defect the Contractor has not corrected such defect, the Owner may correct such defect. In the event of an emergency where, in the opinion of the Engineer, delay could cause serious loss or damage to persons or property, the Owner may correct such defect without advance notice. The Engineer shall determine the cost to the Owner of any defect corrected by the Owner, whose determination shall be conclusive, final and binding, and such cost shall be borne solely by the Contractor. All sums or expenses so incurred by the Owner shall be deducted or offset from money when due or thereafter due from the Owner to the Contractor.

3.15 Lines, Marks and Grades. The Contractor shall, at its own expense, promptly furnish all labor and materials necessary or proper for marking and preserving all lines, marks or grades that may be given to the Contractor by the Engineer. The Contractor shall carefully follow and preserve all the lines, marks and grades given by the Engineer, and shall notify the Engineer promptly whenever the Contractor will need lines, marks or grades other than those which have already been provided, and the Contractor shall not be entitled to any extension of time for delays occurring in the giving of any lines, marks or grades by the Engineer unless twenty-four hours notice in writing is given to the Engineer that additional lines, marks and grades as the case may be are needed. All Work shall conform to the lines and grades by the Engineer in accordance with the said plans, it being understood and agreed, however, that such lines and grades may be from time to time modified in the discretion of the Engineer.

3.16 Inspection. During the progress of the Work and up to the date of Final Acceptance, the Contractor shall at all times afford the Owner and its representatives access to its Work Site and every reasonable, safe and proper facility for inspecting all work done or being done at the Site, and also the manufacture or preparation of materials and equipment at the place of such manufacture or preparation. The Contractor shall also provide such access to representatives of the United States Environmental

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Protection Agency, the New York State Department of Environmental Conservation, and all other duly authorized governmental authorities. The Contractor's obligations hereunder shall include the uncovering or taking down of finished Work, and its restoration thereafter; provided, however, that the order to uncover, take down and restore shall be in writing, and further provided that if work thus exposed proves satisfactory, such uncovering or taking down and restoration shall be considered an item of Extra Work to be paid for in accordance with the provisions of Article IX hereof.

3.17 Inspection and acceptance by the Owner, the Engineer or their representatives of finished Work or of Work being performed, or of materials and equipment at the place of manufacture, preparation or storage, shall not relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract. Finished or unfinished Work found not to be in strict accordance with the Contract shall be replaced as directed by the Engineer at Contractor's sole cost, even though such work may have been previously accepted and paid for. Rejected work and materials shall be promptly taken down and removed from the Site, which must at all times be kept in a reasonably clean and neat condition.

3.18 Protection of Work and of Persons and Property. During performance and up to the date of Final Acceptance, the Contractor shall be under an absolute obligation to protect the unfinished Work as well as materials and equipment against any damage, loss or injury; and, in the event of such damage, loss or injury, he shall promptly replace or repair such Work, whichever the Engineer in its discretion shall determine to be preferable. The obligation to deliver finished Work in strict accordance with the Contract prior to Final Acceptance shall be absolute and shall not be affected by the Engineer's approval of or failure to prohibit means and methods of construction used by the Contractor. During performance and up to the date of Final Acceptance, the Contractor must take all reasonable precautions to protect persons and property of the Owner and of others from damage, loss or injury resulting from its or its Subcontractors' operations under this Contract. The Contractor's obligation to protect shall include the duty to provide,

place and adequately maintain at or about the Site suitable and sufficient security guards, lights, barricades and enclosures necessary to ensure protection.

3.19 Contractor's Duty to Report. Within three days after written notice to the Contractor of the occurrence of any loss, damage or injury to work, persons or property, the Contractor shall make a full and complete report in writing to the Engineer.

3.20 Indemnification. The Contractor agrees that, in the event that persons or property of the Owner or of others sustain loss, damage or injury, including death, resulting from the intentional, reckless or negligent acts of the Contractor, or its Subcontractors, in their performance of this Contract, or from its or their failure to comply with any of the provisions of this Contract or of law, the Contractor shall indemnify and hold the Owner and its representatives harmless from all legal expenses and attorneys' fees incurred, all claims and judgment for damages, and all other costs by reason thereof.

3.21 Project Meetings. The Contractor shall attend without exception all Project Meetings upon advance notice from the Owner or Engineer. A copy of the minutes of each meeting shall be sent to the Contractor, who shall promptly inform the Engineer or Owner, in writing, of all errors or omissions in the minutes. The Contractor's failure to do so shall constitute a conclusive and binding admission on the part of the Contractor that the information contained in the minutes is true, accurate and complete.

3.22 No Right of Action. The provisions of this Article shall not be deemed to create any right of action in favor of third parties against the Contractor, or against the Owner or its representatives.

Article IV

Provisions Relating to Time

4.1 Commencement and Prosecution of the Work. The Contractor must commence its Work within ten days after the date specified in the written Notice to Proceed signed by the Owner or Engineer.

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The time for performance of the Work under the Contract shall be computed from the 10th day after the date specified in such written Notice to Proceed. The Contractor agrees that time is of the essence of this Contract, and the Contractor shall therefore prosecute the Work diligently, using such means and methods of construction as will assure its completion not later than the date specified therefor, or on the date to which the time for completion may be extended as provided herein.

4.2 Progress Schedule. To enable the Work to be planned and prosecuted in an orderly and expeditious manner, the Contractor, within 10 days after the award of this Contract, unless otherwise directed by the Engineer in writing, shall submit to the Engineer a proposed Progress Schedule, showing:

- a. The anticipated time of commencement and completion of each of the various items of Work to be performed under this Contract;
- b. The sequence of each of these items of Work and their inter-relationship with each other and with those of all other related contracts; and
- c. The estimated time required for fabrication or delivery of all materials and equipment required for the Work; and

4.3 The proposed progress schedule shall be revised as directed by the Engineer and shall be subject to the Engineer's satisfaction. The accepted Progress Schedule shall be strictly adhered to by the Contractor. If the Contractor fails to adhere to the accepted Progress Schedule, or to the Schedule as revised, the Contractor shall promptly adopt such other or additional means and methods of construction as will make up for the time lost and will assure completion in accordance with such Schedule. The Contractor's failure to provide Progress Schedules or requested revisions thereto, or to complete the Work in accordance therewith, shall constitute a material breach of this Contract.

4.4 The Contractor agrees that its submittal of Progress Schedules is for the Owner and Engineer's information, and the Engineer's acceptance of same shall not imply that the Engineer represents

or warrants that the Contractor can complete the Work in accordance with the Progress Schedule. If at any time the Engineer determines in its sole discretion that the Contractor's Work is not progressing in accordance with the Progress Schedule or that the Work is likely to be delayed, the Engineer may give written notice directing the Contractor to increase its manpower and amount or types of equipment, and to undertake additional work shifts. If the Engineer and the Contractor do not agree as to the cause or existence of the delay, or if the Contractor disputes the necessity of the Engineer's directive, the Contractor shall nonetheless comply with the Engineer's directive and shall perform in conformance therewith, subject to Article X (Disputed Work).

Article V

Cooperation with Other Prime Contractors

5.1 The Contractor acknowledges and agrees that the Owner may award contracts to other prime contractors for other portions and aspects of the Project. The Contractor agrees to cooperate fully and coordinate its Work with all other prime contractors in order to avoid disputes and delays, and to assure the timely progress of the Work and the work of all other prime contractors, and the proper, efficient, and expeditious completion of the Project.

5.2 The Contractor agrees to provide access to all other prime contractors to review documents in the Contractor's possession relating to the Work and to observe the Work as necessary or desirable in order to comply with the provisions and purpose of this Article.

5.3 The Contractor agrees to use its best efforts to organize and integrate its Work with the work of all other prime contractors and their subcontractors so as not to interfere with or delay the timely and proper performance of any other prime contractor's work. The Contractor agrees to commence the Work on the Commencement Date and to prosecute the Work with all possible speed so as to comply with

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the Progress Schedule; submit shop drawings promptly to the Engineer and to other prime contractors so as to cause no delay in the work of any other prime contractor; correct promptly all work which is incorrect or defective, or which does not conform to the Contract; review carefully in advance the progress schedule of all other prime contractors and all Drawings and Specifications in the Contract of each other prime contractor, and all shop drawings, which may affect the work; allow all other prime contractors to review in advance all documents forming a part of the Contract, and all shop drawings, which may affect the work of such other prime contractors; to coordinate its Work carefully and to allow other prime contractors reasonable access to the Contractor's Site in order to coordinate the Work of all contractors; not to excavate, uncover, cut or alter the work of any other prime contractor unless so ordered by the Engineer; and notify promptly all other prime contractors and the Engineer of all problems which may cause obstruction, damage, or delay to either Contractor or other prime contractors and to cooperate with the other prime contractors to mitigate the effects of the problem.

5.4 The Contractor agrees that the Owner does not guarantee that the Contractor or any other prime contractor will perform its Work in a responsible, efficient or timely fashion; and that the Contractor shall have no recourse or claim whatsoever against the Owner for any loss or damages resulting from any acts or omissions of any other prime contractor, and the Contractor hereby waives any such recourse or claim against the Owner, including damages for delay.

Article VI

Subcontractors

6.1 Submittal. The Contractor shall, with its bid proposal, and prior to entering into any Subcontract, submit to the Engineer, with respect to each proposed Subcontractor, the name and address of the Subcontractor; a description of the work to be performed or materials or equipment supplied by the Subcontractor; a description of the Subcontractor's past experience in performing similar work; a statement

that the Subcontractor has sufficient capacity and financial resources to perform and complete its Subcontract; and any other information as to Subcontractor's fitness and responsibility as the Owner or Engineer may request.

6.2 Acceptance. The Engineer shall inform the Contractor prior to execution of the Contract whether the proposed Subcontractor is acceptable. The Engineer's acceptance shall not be construed as any representation or warranty with respect to the Subcontractor's qualifications and fitness or ability to perform the work. The Contractor shall assert no claim for loss or damages by reason of the Engineer's rejection of a proposed Subcontractor. Nothing contained in this Contract shall create any relationship of contract or agency between the Owner and Subcontractor.

6.3 Contractor's Responsibility for Subcontractor. The Contractor shall have full responsibility for all work performed by all its Subcontractors and for all acts and omissions of all its Subcontractors and its Subcontractors' employees.

6.4 Subcontracts. All Subcontracts shall be in writing and an executed copy furnished promptly to the Engineer upon request. The Contractor, prior to entering into each Subcontract, shall inform the Subcontractor in detail of all requirements under this Contract relating to the Subcontractor's Work. All Subcontracts shall provide expressly that such Subcontract is subject to all the requirements of this Contract and that all work under the Subcontract shall comply with all the requirements of this Contract. The Contractor's execution of a Subcontract shall constitute a representation to the Owner that the Contractor has informed the Subcontractor in detail of all requirements under this Contract relating to the Subcontractor's work.

Article VII

Contractor's Representatives

7.1 Designated Representatives. The Contractor shall, upon execution of the Contract,

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designate in writing one or more persons who shall have full authority to act on behalf of the Contractor with respect to this Contract and to bind the Contractor, and at least one of whom shall be available at all times during the Contractor's performance of its Work. The Contractor may change the designated representatives upon advance written notice to the Owner.

7.2 Site Representative. The Contractor shall maintain on site at all times during the performance of its Work a superintendent who shall have full authority to make all decisions with respect to the Work, attend job meetings and represent the Contractor in coordinating its Work with other prime contractors.

Article VIII

Payment to Contractor

8.1 Detailed Schedule. For each Lump Sum item bid, prior to the submittal of its first progress payment requisition and as a condition to payment, the Contractor shall submit to the Engineer a Detailed Schedule setting forth a breakdown of the contract price for all the labor and materials to be furnished. The Detailed Schedule shall set forth the quantity and price of each lump sum item of the Work, and shall list the quantity and price as to labor and materials separately. The Detailed Schedule shall be revised promptly by the Contractor upon the Engineer's request and to the satisfaction of the Engineer, and shall not be changed following acceptance except with the Engineer's authorization.

8.2 Progress Payments. Payments for work performed and materials supplied up to the date of Substantial Completion shall only be made pursuant to Requisitions for Payment on forms provided by the Owner, signed by the Contractor and approved by the Engineer. Such Requisitions may be submitted no more than once each month for work and materials actually furnished during the period commencing on the last date covered by the Contractor's last prior Requisition and ending on the date specified in the current Requisition.

8.3 Contents of Requisitions. Each Requisition shall have annexed the Detailed Schedule, annotated to reflect all lump sum items of Work actually completed to date. Each Requisition shall set forth separately the quantity and price of all labor and materials furnished and incorporated in the Project during the current requisition period, the percentage of the Work actually completed to date, and the quantity and price of all approved Extra Work, clearly designated as such. The Contractor shall also furnish with each Requisition all documents reasonably requested by the Engineer, including without limitation bills of lading or sale and proof of amounts paid or owing to Subcontractors. Each Requisition shall constitute a representation by the Contractor that the work and materials reflected therein have been actually furnished; that the quantities and prices therefore are true and accurate; and that the Contractor has no knowledge of any mechanics', material men's, laborers' or vendors' liens having been filed against the Project or the funds appropriated therefore. Each Requisition shall further constitute a waiver and release of any and all liens by the Contractor for all work and materials furnished through the last day of the last prior Requisition for which payment has been made by the Owner.

8.4 Unincorporated Material. The Owner may, but is not obligated to, approve payment for material which has been fabricated and stored, or undelivered on condition that the Contractor shall have furnished to the Engineer all documents the Owner may require, such as bills of lading or sale and evidence of appropriate insurance coverage.

8.5 Retainage. The Owner shall be entitled to retain out of any amount approved for payment up to five percent (5%) of such amount until the Contractor shall have achieved Substantial Completion, as set forth in Article XVII. The Owner shall in addition be entitled to retain an amount necessary, in the Owner's opinion, to satisfy all claims, liens or judgments against the Contractor which have not been discharged. The amounts retained pursuant to this Paragraph 8.5 are in addition to amounts which the Owner may retain or withhold pursuant to other Articles of this Contract, including Article XIII (Default),

Article XIX (Final Completion), Article XX (Maintenance and Guarantee), and Article XXII (Liquidated Damages).

8.6 Disapproval and Withholding of Payment. The Engineer may disapprove and withhold any payment or portion thereof to the extent that, in the Engineer's opinion: the Requisition or any annexed documents are incorrect or incomplete; the Work or materials described in such Requisition or in any previous Requisition does not comply with the Specifications and Drawings or was not furnished as stated; a lien against the Project or funds appropriated therefore has been filed relating to the Contractor's Work or materials furnished; a claim has been asserted against the Owner for which the Contractor has agreed to indemnify the Owner pursuant to Article III, Paragraph 3.30; any amounts are due and owing from the Contractor to any Subcontractor or employee pursuant to the labor or lien laws; or the Owner has determined the Contractor to be in default pursuant to Article XIII. The Engineer shall notify the Contractor in writing if the Engineer disapproves all or part of a Requisition and the reasons therefor. The Contractor agrees to perform immediately all corrective action required by the Engineer and shall continue to perform the Work without delay in accordance with the Contract.

Article IX

Change Orders, Omitted Work and Extra Work

9.1 Owner's Right to Issue Change Orders. The Contractor agrees that the Owner reserves the right to issue written Change Orders at any time and for any reason whatsoever to revise the Specifications and Drawings, add Extra Work, or omit Work or portions thereof, or which may change the nature, scope, quantity, area, sequence, grade, or size of the Work, whenever in the Owner's opinion it shall be necessary or in its best interests to do so. No Work shall be omitted, and no Extra Work added, except pursuant to a written Change Order approved by the Owner and signed by the Engineer, and the Contractor shall not perform any Extra Work without such Change Order. The Contractor shall not be entitled to any Extra

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Payment for any Extra Work to the extent such Extra Work is, in the opinion of the Engineer, required due to the Contractor's fault, error, omission, negligence or delay.

9.2 Reduction in Contract Price. The Contract Price shall be reduced to the extent that any Change Order, whether for omitted Work or otherwise, results in a decrease in the Contractor's cost to perform the work involved, as determined by the Engineer based on the estimated costs of: a) necessary materials; b) necessary direct labor; c) required insurance; d) operation, maintenance and rental of necessary plant and equipment; plus e) ten percent (10%) of the total of items (a) through (d) as compensation for all overhead and administration costs; plus f) ten percent (10%) of the total of items (a) through (e) as compensation for profit. The parties agree that all rental costs of plant and equipment shall be based on the most recent New York State Department of Transportation index or comparable index, in the Engineer's discretion.

9.3 Extra Payment. If the Owner requires Extra Work involving items of work for which unit prices or lump sum amounts are specified in the Contract, the Extra Payment shall be determined by the Engineer in accordance with such unit prices or lump sum amounts. In the event any Extra Work or materials are required by the Owner involving items of work or materials for which prices are not specified in the Contract, the Owner may request the Contractor in writing to submit a proposed quotation for such work or materials on either a lump-sum, unit price, or time and materials basis, in the Owner's discretion. The Contractor shall submit within ten (10) days of the request a written quotation which shall set forth in detail the Contractor's estimated costs, overhead and profit. The quotation shall constitute the Contractor's offer to the Owner to perform such Extra Work at the price quoted, and such offer shall be irrevocable for a period of sixty (60) days from date of receipt; thereafter, any revocation of the offer must be made to the Owner in writing.

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9.4 Inability to Agree on Price. If the Owner and the Contractor are not able to agree on the amount of Extra Payment for the proposed Extra Work, and the Owner exercises its right to issue a Change Order for such Extra Work, or if the Owner exercises its right to issue a Change Order for such Extra Work without requesting or receiving within the time required the Contractor's quotation, then the Contractor shall proceed immediately with the Extra Work, and any Extra Payment due the Contractor for such Extra Work shall be computed on a Time and Material basis, as provided in the following Paragraph 9.5.

9.5 Time and Material Basis. For all Extra Work performed by the Contractor on a Time and Material basis, the Owner shall pay, and the Contractor shall accept, the reasonable costs actually incurred by the Contractor to perform and complete such Extra Work, as determined by the Engineer based on the costs of: a) necessary materials; b) necessary direct labor; c) required insurance; d) operation, maintenance and rental of necessary plant and equipment; plus e) ten percent (10%) of the total of items (a) through (d) as compensation for all overhead and administration costs; plus f) ten percent (10%) of the total of Items (a) through (e) as compensation for profit. The parties agree that all rental costs of plant and equipment shall be based on the most recent New York State Department of Transportation index or comparable index, in the Engineer's discretion.

9.6 Extra Work Performed by Subcontractor. If a Subcontractor performs Extra Work on a lump-sum basis, the Contractor shall be paid the Subcontractor's lump-sum price plus five (5%) of such lump-sum price which shall be deemed to include the Contractor's profit and all costs and expenses, including without limitation, costs of superintendence, administration, insurance, and delay. If a Subcontractor performs Extra Work on a Time and Material basis, the Contractor shall be paid only the actual and reasonable cost of the subcontracted Extra Work, based on the criteria (a) through (f) listed in Paragraph 9.5 above, plus five percent (5%) of such actual and reasonable cost which shall be deemed to include the Contractor's profit and all costs and expenses, including without limitation costs of overhead,

superintendence, administration, insurance and delay.

9.7 Time and Material Statement. The Contractor understands and agrees that the timely submittal of Time and Material Statements is of utmost importance and is a condition precedent to asserting any claim for Extra Payment for Extra Work performed on a Time and Material basis. The Contractor shall deliver to the Engineer on each day during which Extra Work has been done on a Time and Material basis a signed, detailed statement in form acceptable to the Engineer setting forth, separately as to each such day, the following:

- a. the quantity, cost, and description of all materials furnished;
- b. the name of each worker and his or her social security number; number of hours worked; hourly rate of pay; the total wages, taxes, union and insurance assessments; his or her title or category; and description of work performed;
- c. each piece of equipment or machinery used; whether it is owned or rented and if rented, the rental cost; and all costs incurred, including without limitation costs of insurance, fuel, and necessary maintenance.

9.8 Failure to Deliver Time and Material Statements. The Contractor's failure to submit timely a signed and complete Time and Material Statement shall constitute a waiver of any right to Extra Payment to the extent that such Statement is not timely delivered or is incomplete. The Engineer, in its sole discretion, may accept an untimely or incomplete Statement but such acceptance shall not constitute any waiver of the Owner's right to strict enforcement of this provision or to disallow any claim for Extra Payment, and shall not relieve the Contractor of its obligation to comply with the provisions of this Article. The Contractor understands that the information contained in the Time and Material Statements is to enable the Owner to monitor and verify the Extra Work performed and shall not be binding on the Owner.

9.9 Acceptance of Extra Payment. The Contractor's acceptance of Extra Payment for any Extra

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Work shall constitute an unconditional waiver and general release of the Owner of all claims and causes of action with respect to such Extra Work, whether asserted by the Contractor or through the Contractor on behalf of others.

Article X

Disputed Work

10.1 Notice. In the event the Owner or Engineer directs the Contractor to perform Disputed Work, the Contractor shall promptly and expeditiously perform such Disputed Work to completion. As a condition precedent to asserting any claim for Extra Payment with respect to such Disputed Work, the Contractor shall give written notice to the Engineer, prior to the Contractor's commencement of the Disputed Work, that the Contractor is performing such Disputed Work under protest.

10.2 Contents of Notice. The Notice shall state that the Contractor claims the work is Disputed Work and that the Contractor shall perform such Disputed Work under protest. The Notice shall also set forth in detail a description of the Disputed Work, the number of workdays the Contractor estimates necessary to complete the Disputed Work, and the specific grounds upon which the Contractor claims the Disputed Work should be considered Extra Work. The Contractor's failure to give timely written notice as herein provided shall constitute a waiver of all claims relating to such Disputed Work.

10.3 Time and Material Statement for Disputed Work. As a further condition precedent to the right to claim Extra Payment for performing such Disputed Work, the Contractor shall submit to the Engineer a signed Time and Material Statement for Disputed Work setting forth the items required in Article IX, Paragraph 9.7, on each day during which the Disputed Work was performed. Upon completion of the Disputed Work, the Contractor shall submit a final Time and Material Statement for Disputed Work on the Friday of the last week in which Disputed Work was performed, setting forth the total dollar amount the Contractor will claim as Extra Payment for labor and materials. The Contractor's failure to submit

timely signed and complete Time and Materials Statements for Disputed Work shall constitute a waiver of all claims relating to such Disputed Work. The Engineer, in its sole discretion, may accept an untimely or incomplete Statement but such acceptance shall not constitute any waiver of the Owner's right to strict enforcement of this provision or to disallow any claim for Extra Payment, and shall not relieve the Contractor of its obligation to comply with the provisions of this Article. The Contractor understands that the information contained in the Time and Material Statements for Disputed Work is to enable the Owner to monitor and verify the Disputed Work performed and to evaluate the Contractor's claims and shall not be binding on the Owner.

Article XI

Suspension of Work

11.1 Notice to Suspend Work. The Owner shall have the right to order the Contractor, upon written notice, to stop or suspend its Work and Extra Work at any time and for any reason. The Notice to Suspend Work shall specify the date on which the Work and Extra Work shall stop and may set forth an estimated date of resumption or may provide that the Work shall be suspended until further notice. The Contractor shall resume its Work and Extra Work upon the Owner's written Notice to Resume Work. The Contractor waives all claims for loss or damage by reasons of such suspension, and agrees that its rights to an Extension of Time, as provided in Paragraph 11.2 of this Article, and to elect to terminate, as provided in Paragraph 11.3 of this Article, shall constitute the Contractor's sole remedies in the event of suspension of work.

11.2 Extension of Time. The Contractor shall receive an Extension of Time to complete the Contract corresponding to the number of days the Work is suspended unless the Owner determines that the suspension was necessary by reason of the Contractor's delay, defective or incorrect Work, failure to place timely orders for materials, equipment, services or labor, or other failure to comply with the Contract.

11.3 Contractor's Election to Terminate. If, pursuant to a Notice to Suspend Work issued by the Owner, the Work is suspended for a period exceeding one hundred twenty (120) days or for a period exceeding in the aggregate one hundred eighty (180) cumulative days by reasons of two or more Notices to Suspend Work, the Contractor may elect to terminate the Contract by giving written notice to the Owner. The Contractor's right and obligation to perform the Work shall terminate upon the Owner's receipt of the Contractor's Notice of Election to Terminate. Following receipt of the Contractor's Notice of Election to Terminate, the Owner shall pay to the Contractor all sums unpaid and owing pursuant to duly submitted Requisitions less amounts retained or withheld pursuant to this Contract. The Contractor's Notice of Election to Terminate shall constitute a waiver and release of all claims and causes of action against the Owner and Engineer except for sums unpaid and owing pursuant to duly submitted Requisitions, sums retained or withheld pursuant to this Contract, and Extra Payment for alleged Disputed Work for which the required Notice and Time and Materials Statements for Disputed Work were duly submitted and which have not been the subject of a Final Determination by the Engineer as of the date of receipt of the Contractor's Notice of Election to Terminate.

11.4. Compliance with Article XV. The Contractor, upon giving Notice of Election to Terminate, shall comply with and perform the obligations provided in Article XV of this Contract.

Article XII

Interpretations and Disputes

12.1 In order to resolve disputes, avoid litigation, and promote the orderly and timely progress of the Work, the Contractor and the Owner hereby authorize the Engineer to act as the arbiter and interpreter of the Contract and to determine all questions, whether of a legal or factual nature, arising thereunder, including without limitation:

- a. issues relating to the meaning, interpretation and scope of the Contract Drawings and Specifications and the other Contract Documents;
- b. issues relating to the performance, quantity, quality, acceptability, fitness and progress of the Work and compliance by the Contractor and its Subcontractors with the requirements of the Contract;
- c. issues relating to Change Orders, Extra Work and Disputed Work including without limitation:
 - whether any Disputed Work is Contract Work or Extra Work;
 - whether the Contractor is entitled to Extra Payment by reason of any Change Order and the amount of any such Extra Payment; and
 - (i) whether the Owner is entitled to a reduction in the Contract Price by reason of any Change Order, and the amount of such reduction in the Contract Price;
- d. issues relating to the Contractor's completion of the Work in accordance with the Contract and Final Punch List;
- e. issues relating to the suspension of the Work;
- f. issues relating to the termination of the Contractor.

12.2 Duty to Notify. In the event the Contractor believes that any discrepancy, inconsistency, error or omission exists under any of the Contract Documents, or if the Contractor disputes any written order or notice of the Engineer or Owner, the Contractor shall immediately inform the Engineer and shall also submit to the Engineer a written notice of the dispute or a written request for interpretation, within three (3) days of the date the Contractor receives the order or notice in dispute or discovers or should have discovered the discrepancy, inconsistency, error or omission, as the case may be.

12.3 Contents of Notice. Each notice of dispute or request for interpretation must specify in reasonable detail:

- (a) the nature of the Contractor's dispute with a description of Disputed Work, if any, or the information or interpretation requested by the Contractor;
- (b) the date by which the Contractor requires a determination; and
- (c) the Contractor's proposal to resolve the problem or resolve the dispute.

The Contractor shall include with the Contractor's notice or request all documents and other information which the Contractor deems relevant. The Contractor shall furnish promptly any additional information which the Engineer requests in connection with any such matter. The Engineer may reject the Contractor's notice or request if, in the Engineer's judgment, such notice or request is not sufficiently detailed.

12.4 The Engineer shall review each matter submitted hereunder and deliver a Final Determination to the Contractor within thirty (30) days which sets forth the Engineer's reasons for such Final Determination and, if the Final Determination involves computation of a monetary amount, the method of such computation.

12.5 The Engineer's Final Determination shall be final, conclusive and binding.

12.6 The Contractor's failure to submit a matter in timely fashion to the Engineer under this Article shall be a waiver of any claim for Extra Payment, extension of time, and all loss or damage relating to the particular matter.

Article XIII

Default

13.1 Grounds for Default. The Owner may declare the Contractor to be in default of this Contract upon the occurrence of any of the following events:

- (a) The Contractor fails to commence Work on the Commencement Date, unless by reason of an Excusable Delay;
- (b) The Contractor abandons the Work;
- (c) The Contractor refuses to proceed with the Work when directed by the Engineer or the Owner;
- (d) The Contractor reduces its work force to a number which, if maintained, would be insufficient, in the Engineer's opinion, to complete the Work in accordance with the Progress Schedule;
- (e) The Contractor assigns this Contract, or Contractor's rights or obligations hereunder, except as permitted under Article XXVI hereof;
- (f) The Contractor fails to obtain and maintain all required insurance;
- (g) The Contractor has failed to propose Subcontractors on a timely basis or to award Subcontracts after approval;
- (h) The Contractor has willfully or in bad faith violated any of the provisions of this Contract or has not been performing the Contract in accordance with its requirements; or
- (i) The Work cannot be completed on or before the scheduled Completion Date, or revised Completion Date unless by reason of an Excusable Delay;
- (j) The Contractor does not complete the Work on or before the scheduled Completion Date, unless by reason of an Excusable Delay;
- (k) Any lien is asserted against the Owner by any Subcontractor or Material man or others and not discharged, by bonding or otherwise, within thirty (30) days after written notice from the Owner to the Contractor;

- (l) The unpaid balance of the Contract Price is clearly insufficient, in the Engineer's opinion, to complete the Work or to pay all known liens;
- (m) The Contractor fails to perform or observe any other term, covenant, condition or provision of the Contract for three (3) days after receipt of written notice from the Engineer or the Owner specifying the nature of the Contractor's failure;
- (n) The Contractor consents to or suffers the appointment of a receiver of all or a material part of the Contractor's property or income; or admits in writing the Contractor's inability to pay debts as they become due; or makes a general assignment for the benefit of creditors; or files a voluntary petition in bankruptcy, or a petition seeking reorganization or an arrangement with creditors under any federal or state law relating to bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation or similar relief or files an answer admitting the material allegations of a petition filed against Contractor in any proceeding under any such law; or is adjudicated insolvent or is subject to an involuntary petition in bankruptcy, and such adjudication or filing is not set aside or terminated within thirty (30) days;
- (o) An attachment is levied or a judgment is executed against all or any material part of the Contractor's property or income and the same is not discharged within thirty (30) days;
- (p) Any statement or representation of the Contractor in the Contract or in any document submitted by the Contractor with respect to the Contractor, its officers, principal employees, its proposal, the Work, the Project, or the Contract was untrue or incorrect when made;

- (q) Any Work is attached, levied upon, seized in any legal proceedings, or held by virtue of any encumbrance;
- (r) The Contractor or its chairman or president, or any vice president, treasurer, or shareholder owing more than five percent (5%) of the Contractor's issued and outstanding capital stock, or the sole proprietor of the Contractor or any general partner or joint venturer of the Contractor or the chairman, president, any vice-president, treasurer or shareholder owing more than five percent (5%) of the issued and outstanding capital stock is finally determined to be guilty of a felony related or pertaining to the business activities of the Contractor; or
- (s) a duly convened governmental body determines the Contractor to be not responsible.

13.2 Upon the Owner's determination that the Contractor is in default, the Owner shall issue a written Notice of Default to the Contractor. The Notice of Default shall specify the date of the determination of Default and the grounds upon which such Default is based.

13.3 Pursuant to the Owner's determination of Default, the Owner may do any or all of the following, in any sequence, in the Owner's discretion upon three (3) days prior written notice to the Contractor (or without notice in case of emergency):

- (a) terminate the Contractor's right to perform all or any part of the Work to the extent specified by the Owner in such notice;
- (b) at the Contractor's sole expense, take all reasonable actions which the Owner deems necessary or desirable to cure all or any portion of such Default. For this purpose, the Owner may:
 - (i) take possession of and use to the extent permitted by law any or all

materials, tools, plant, equipment, supplies and/or facilities used or to be used by Contractor for the Work;

(ii) employ any contractor, architect, engineer, consultant, or other person on terms satisfactory to the Owner to advise and consult, or to furnish services, labor, materials, tools, plant, equipment, supplies, and/or facilities of any kind to complete the Work, to replace or repair any defective Work, or otherwise to cure such Default;

(iii) repair or replace any other Work or part of the Project, or work of other prime contractors, damaged or removed by reason of Contractor's Default, or the curing and correction thereof;

(iv) compel the Surety to perform Contractor's obligations under the Contract, upon giving thirty (30) days written notice to the Surety.

13.4 Upon a determination by the Owner that the Contractor is in Default, the Contractor shall be liable to the Owner for all loss, damages and expenses suffered, paid or incurred by the Owner relating to any and all action described in Paragraph 13.3 of this Article. Such loss, damages and expenses arising by reason of the Contractor's Default are referred to as "Default Expenses".

13.5 The Owner shall determine the amount of the Default Expenses from time to time and:

- (a) to the extent the Default Expenses exceed the portion of the Contract Price attributable to Work being performed by others under Paragraph 13.3 of this Article, such excess amount shall be deducted from any unpaid balance of the Contract Price, and the Contractor shall pay the Owner, upon demand, any amount exceeding the unpaid balance of the Contract Price; and
- (b) upon Final Completion of the Work, but only to the extent the total Default

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Expenses and total amounts withheld pursuant to this Contract are less than the unpaid balance of the Contract Price, the Owner shall pay the Contractor any balance of the Contract Price still due and unpaid for Work actually performed by the Contractor, without interest, on condition the Contractor has complied with all requirements of Article XV and after audit by the Owner.

13.6 Continuing Liability. The Contractor and the Surety shall remain liable under the Contract and Bond whether or not the Owner terminates Contractor's right to perform all or any part of the Work.

13.7 If the Owner terminates the Contractor's right to perform the Contract and it is determined subsequently for any reason whatsoever that a Default did not occur or that the Contractor had cured such Default in a timely manner, then the Owner's termination of the Contractor's right to perform the Contract shall be deemed to have been an elective termination of the Contract pursuant to Article XIV.

13.8 The rights and remedies of the Owner under this Article are not intended to be exclusive. Each and every right and remedy shall be cumulative and shall be in addition to all other rights and remedies given the Owner under this Contract or available at law or in equity.

Article XIV

Elective Termination by the Owner

14.1 Notice of Termination. The Owner may terminate the Contractor's right and obligation to perform all or any portion of the Work, at any time and for any reason whatsoever, with or without cause, upon written Notice of Termination to the Contractor. Such Notice of Termination shall specify the effective date of such termination and the extent to which performance of the Work is terminated.

14.2 Payment in the Case of Termination. Following termination, the Owner shall pay the Contractor all unpaid balance due for Contract Work and Extra Work, less amounts retained and withheld, upon the condition that the Contractor has complied fully with all the requirements of Article XV and after

audit by the Owner. The Contractor waives any and all claims for damages relating to or arising out of such termination.

14.3 Post-Termination. After the effective date of termination, the Owner may take all action necessary or desirable to complete the Work, including entering into contracts with other contractors, with or without public bidding to the extent allowed by law.

Article XV

Contractor's Obligations Upon Termination

- 15.1 Upon termination pursuant to Articles XIII or XIV, the Contractor shall promptly:
- a. Stop all Work on the date and to the extent directed by the Owner;
 - b. Take all action necessary to protect the Work and materials, equipment, and other property;
 - c. Deliver to the Engineer upon request copies of all Subcontracts, purchase orders, bills of lading and bills of sale of materials incorporated into the Project, fabricated or delivered;
 - d. Give written notice to the Contractor's sureties and insurers of the termination, with a copy of each such notice to the Owner;
 - e. Terminate all Subcontracts and purchase orders;
 - f. Transfer or assign to the Owner all legal right, title and interest in materials incorporated into the Project, fabricated or delivered and for which payment has been made by the Owner;
 - g. Deliver to the Engineer all documents, including without limitation shop drawings, required to be furnished to the Owner pursuant to this Contract.

Article XVI

Delay

16.1 Extensions of Time. To the extent that the Contractor is prevented from performing the Work in a timely manner and as represented in the Progress Schedule through no fault of the Contractor and due to causes beyond the Contractor's reasonable control such as acts of God, unforeseeable conditions, utility failures, fire, flood, explosion, Owner delays, or delays caused by other prime contractors, the Contractor shall be entitled to an extension of the scheduled Completion Date equal to the actual time so lost on condition that Contractor complies fully with the provisions of this Article.

16.2 Requests for Extension of Time. As a condition to obtaining an Extension of Time, the Contractor shall give written notice to the Engineer within three (3) days after the commencement of the delay. Such notice shall contain a request for an extension of time and shall also state:

- a. the nature of the delay;
- b. the cause of the delay;
- c. the Work affected by the delay;
- d. the date the delay started;
- e. the effect of the delay on the Progress Schedule; and
- f. the actions taken and proposed by the Contractor to mitigate or lessen the impact of the delay.

16.3 Contractor assumes exclusive responsibility for submitting all the information specified above. The Contractor shall furnish promptly all additional documents or other information relating to the alleged delay upon request of the Engineer or the Owner.

16.4 The Contractor's failure to give the required notice in a timely and complete manner as required shall constitute a waiver of any right to an Extension of Time.

16.5 The Contractor shall not be entitled to a separate Extension of Time for each of several causes of delay operating concurrently, but only for the actual total period of delay, as determined by the Engineer, irrespective of the different concurrent causes of such delay. If one of several causes of delay operating concurrently results from any fault, inaccuracy, error, act or omission of the Contractor, and would of itself (irrespective of the other concurrent causes) have delayed the Work, the Contractor shall not be entitled to receive any Extension of Time for such delay.

16.6 The Contractor shall receive no extension of time for any delay in the Work which will not result in a delay in the scheduled Completion Date.

16.7 Subject to the foregoing, if the Contractor is entitled to any requested Extension of Time, the Owner shall issue a Change Order specifying the duration of any such permitted extension.

16.8 Contractor's Waiver of Delay Damages. The Contractor acknowledges and agrees that the Owner seeks to promote fiscal stability and protect the integrity of the public bidding process by ascertaining, prior to the award of this Contract, the full cost of the Work in order to assure, to the extent possible, that the lowest responsible bid for this Work reasonably corresponds to what the public will actually pay. The Contractor understands that delays are common to public improvement projects such as this, and that changes in the Contract, Design, Drawings and Specifications may occur and may require extensive and lengthy reviews by various public authorities and may undergo a lengthy approval process. The Contractor is advised, therefore, that this public improvement project is complex and may be subject to delays. Accordingly, the Contractor agrees to make no claim whatsoever against the Owner, its employees, agents or representatives on account of any delay in the performance of the Work or any other obligation of the Contractor under this Contract, including any delay caused by or resulting from any act or omission of the Owner, its employees, agents and representatives. In appropriate circumstances, as provided herein, the Contractor may be entitled to an Extension of Time in which to complete its performance of the Work. The

Contractor nonetheless agrees that, whether or not it is granted an Extension of Time, the Contractor waives any and all right to claim damages for delay, and represents that it has taken into consideration the risk of loss and damage from delay in preparing and submitting its bid, and assumes all risk of loss therefrom.

16.9 Discretionary Allowance of Escalation Costs. Notwithstanding any provision in this Article, the Owner may, in its sole and absolute discretion, issue the Contractor a Change Order for Extra Payment to reimburse the Contractor for escalation in labor rates and material prices incurred by the Contractor by reason of an Excusable Delay, on condition that the Contractor shall have complied fully with the requirements and conditions for obtaining an Extension of Time and shall have furnished to the Engineer and to the Engineer's satisfaction proof of such escalation costs. The Contractor shall in no event be entitled to reimbursement for increased costs due to overhead, labor inefficiency or to any profit on the amount of such increased costs. The granting of any such Change Order shall not be deemed a waiver of any of the Owner's rights under this Contract or of any condition to be fulfilled by the Contractor.

Article XVII

Substantial Completion

17.1 The Contractor shall have achieved Substantial Completion of its Work when all of the conditions set forth in this Article have been met to the satisfaction of the Owner and Engineer.

17.2 Statement of Substantial Completion. The Contractor shall submit to the Engineer a signed, notarized Statement of Substantial Completion in which the Contractor certifies that:

- a. all Work and Extra Work, excepting the items on the Final Punch List and any close-out requirements, are complete and in all respects in compliance with the Contract;
- b. all equipment and machinery, if any, furnished by the Contractor are operational and in good working order;

- c. all utilities specified or required under the Contract are connected and functioning properly;
- d. The Contractor shall achieve Final Completion, including completion of all Final Punch List items and close-out requirements, on or before a date certain ("Final Completion Date").

17.3 Statement of Claim. Simultaneously with its Statement of Substantial Completion, the Contractor shall submit to the Engineer a signed, notarized Statement of Claim setting forth in detail all claims asserted by the Contractor against the Owner, if any, relating to Work or Extra Work performed to the date of the Statement of Claim. Such Statement of Claim shall identify separately each such item of Work and Extra Work for which a claim is made; the dollar amount claimed and quantity of material supplied if applicable; and the date each such item of Work or Extra Work was completed or furnished. In the case of Extra Work, the Contractor shall state whether the Extra Work was authorized by the Engineer in writing and shall attach a copy of such authorization or applicable Change Order, as well as all Time and Material Statements if applicable. The Statement of Claim shall also identify all claims asserted by the Contractor on behalf of its Subcontractors and Material men.

17.4 Drawings. The Contractor shall submit, prior to or simultaneously with its Statement of Substantial Completion, a set of as-built (or record) drawings and all manufacturers' warranties and guarantees as required under the Contract Documents (unless the Contract Documents allow the Contractor to submit such drawings, warranties and guarantees prior to Final Completion).

17.5 Temporary Certificate of Occupancy. If a Certificate of Occupancy is required for occupation of the Project, a temporary Certificate of Occupancy has been issued covering the whole of the Project.

17.6 Request for Final Punch List. Prior to submittal of its Statement of Substantial

Completion, the Contractor shall request the Engineer in writing to prepare the Final Punch List setting forth those deficiencies which remain to be corrected or supplied. The Engineer shall prepare and furnish to the Contractor such Final Punch List. The Engineer may furnish the Final Punch List to the Contractor prior to the Contractor's request therefor.

17.7 Rejection and Approval. Upon receipt of the Contractor's Statement of Substantial Completion, the Engineer shall verify whether the Contractor has met all the conditions of Substantial Completion, and whether, in the Engineer's opinion, the Statement and information therein are correct and accurate. The Engineer may accept or reject such Statement as submitted in whole or in part and shall so notify the Contractor. In the case of rejection, the Engineer may direct the Contractor to correct or remedy deficiencies or errors and the Contractor shall promptly comply and submit one or more revised Statements as required by the Engineer. Upon approval of the Statement of Substantial Completion and verification that the Contractor has met all required conditions, the Engineer shall deliver to the Owner with a copy to the Contractor its certification that the Contractor has achieved Substantial Completion. The Engineer's acceptance and certification are for fiscal and record keeping purposes and shall not in any way constitute a waiver of any right of the Owner to assert any claims for loss, damage, reimbursement or indemnification against the Contractor, Engineer or any other party.

17.8 Substantial Completion Requisition. Following receipt of the Engineer's Certification of Substantial Completion, the Contractor may submit to the Engineer a Substantial Completion Requisition for the remaining balance of the Contract Price less amounts to be retained pursuant to this Contract. After receipt of a proper Substantial Completion Requisition satisfactory to the Engineer, the Engineer will prepare and certify, and the Owner will approve, a voucher for payment of the unpaid balance, less two times the value as determined by the Engineer of all remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably

discharged, and any amounts withheld under Article XX. The voucher will be filed with Orange County Community College, with a copy available to the Contractor upon request. The Owner will pay the Contractor the amount specified in the voucher after the filing of such voucher in the Orange County Community College office.

17.9 Waiver and Release. The Contractor's acceptance of payment hereunder shall be construed as a complete, unconditional and general release of the Owner by the Contractor, and all persons claiming by, through or under the Contractor with respect to all claims for loss or damages relating to, or arising out of, this Contract or the Work, except for:

- a. unresolved claims set forth in the Statement of Claim pursuant to Paragraph 17.3 of this Article submitted by the Contractor and any claim arising out of or relating to Work performed by the Contractor after the Contractor's submittal of such Statement; and
- b. The Contractor's claims against the Owner for any amount then withheld pursuant to this Article. Nothing herein shall be construed as a right to revive any claims waived by the Contractor under other provisions of the Contract.

17.10 Owner's Discretion. Notwithstanding any of the above provisions, the Owner has the discretion to waive any of the above conditions upon which the Contractor's entitlement to Substantial Completion or payment therefor is based.

Article XVIII

Early or Partial Acceptance

18.1 Owner's Right to Early Occupation. At any time, whether before or after Substantial Completion, the Owner shall have the right to enter and occupy the Project Site, including any area in which the Work is being performed, for any reason whatsoever, including use and occupancy, any emergency, or

the installation of any equipment, fixtures, or other property of any kind. Any occupancy by the Owner hereunder shall not constitute the Owner's acceptance of the Work, or Substantial Completion or Final Completion, and shall not otherwise relieve the Contractor of any responsibility under the Contract except as otherwise specified in this Article.

18.2 Partial Acceptance. At any time prior to Substantial Completion of all the Work, the Owner may elect, in the Owner's judgment, to certify any portion or phase of the Work as substantially complete. The Owner shall exercise such election by written Certificate of Partial Acceptance to the Contractor which:

- a. describes the portion accepted;
- b. states the portion of the Contract Price and the amount of retainage (if any) allocable to the portion accepted; and
- c. includes a Final Punch List for the accepted portion.

18.3 Partial Substantial Completion. Within thirty (30) days of delivery of the Owner's Certificate of Partial Acceptance, the Contractor may submit a Statement of Claim in conformity with Paragraph 17.3 and a Requisition for Substantial Completion as to the portion accepted in conformity with Paragraph 17.8. The terms and conditions set forth in Paragraphs 17.3, 17.4, 17.8, 17.9 and 17.10 shall apply with the same force and effect with respect to any Certification of Partial Acceptance, Statement of Claim and requisition for Substantial Completion thereunder.

18.4 The Owner's Certification of Partial Acceptance shall constitute, with respect to the portion in question, Substantial Completion for all purposes of the Contract except that, if the Owner commences beneficial use and occupancy (and not mere testing) of the portion accepted before Final Completion, the Guarantee Period specified in Article XX shall commence, with respect to the portion accepted, on the date when the Owner commences such beneficial use and occupancy.

Article XIX

Final Completion

19.1 The Contractor shall have achieved Final Completion of its Work when all of the conditions set forth in this Article have been met to the satisfaction of the Owner and Engineer.

19.2 Statement of Final Completion. The Contractor shall submit to the Engineer a signed, notarized Statement of Final Completion in which the Contractor certifies that:

- a. all Work and Extra Work, including all the items on the Final Punch List and any close-out requirements, are complete and in all respects in compliance with the Contract;
- b. all equipment and machinery, if any, furnished by the Contractor are operational and in good working order;
- c. all utilities specified or required under the Contract are connected and functioning properly.

19.3 Statement of Claim. Simultaneously with its Statement of Final Completion, the Contractor shall submit to the Engineer a signed, notarized Statement of Claim setting forth in detail all claims asserted by the Contractor against the Owner, if any, relating to Work or Extra Work performed to the date of the Statement of Claim. Such Statement of Claim shall identify separately each item of Work and Extra Work for which a claim is made; the dollar amount claimed and quantity of material supplied if applicable; and the date such item of Work or Extra Work was completed or furnished. In the case of Extra Work, the Contractor shall state whether the Extra Work was authorized by the Engineer in writing and shall attach a copy of such authorization or applicable Change Order, as well as all Time and Material Statements if applicable. The Statement of Claim shall also identify all claims asserted by the Contractor on

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behalf of its Subcontractors and Material men.

19.4 Drawings. The Contractor shall submit, prior to or simultaneously with its Statement of Final Completion, a set of as-built (or record) drawings and all manufacturers' warranties and guarantees as required under the Contract Documents.

19.5 Certification of Final Completion. Upon receipt of the Contractor's Statement of Final Completion, the Engineer shall verify whether the Contractor has met all the conditions of Final Completion and whether the Statement and information therein are correct and accurate. The Engineer may approve such Statement as submitted in whole or in part and shall so notify the Contractor. In the case of rejection, the Engineer may direct the Contractor to correct or remedy deficiencies or errors and the Contractor shall promptly comply and submit one or more revised Statements as required by the Engineer. Upon approval of the Statement of Final Completion and verification that the Contractor has met all required conditions, the Engineer shall deliver to the Owner with a copy to the Contractor its certification that the Contractor has achieved Final Completion. The Engineer's approval and certification are for fiscal and record keeping purposes and shall not in any way constitute a waiver of any right of the Owner to assert any claim for loss, damage, reimbursement or indemnification against the Contractor, Engineer or any other party.

19.6 Certificate of Occupancy. As a further condition to Final Completion, all governmental authorities having jurisdiction over the Project shall have inspected the Work and the Project and unconditionally authorized occupancy of the entire Project, and shall have issued all required permanent Certificates of Occupancy and all other permits, licenses, or certificates required for occupancy and the intended use.

19.7 Final Payment. The Contractor shall submit a Requisition for Final Payment simultaneously with its Statement of Final Completion. After receipt of a proper Requisition for Final Payment satisfactory to the Engineer, the Engineer will prepare and certify, and the Owner will approve, a

voucher for payment, less all amounts necessary as determined by the Engineer to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged, and all amounts withheld under Article XX. The voucher will be filed with Orange County Community College, with a copy available to the Contractor upon request. The Owner will pay the Contractor the amount specified in the voucher after the filing of such voucher in the Orange County Community College office. Such Final Payment shall constitute Final Acceptance of the Work.

19.9 Waiver and Release. The Contractor's acceptance of Final Payment (or the Contractor's failure to submit a Requisition for Final Payment and Statement of Claim as required in this Article within ninety (90) days after issuance of written notice to the Contractor of the Owner's determination that Final Completion has occurred) shall be construed as the Contractor's complete, unconditional and general release of the Owner by the Contractor (and all persons claiming by, through and/or under the Contractor) relating to all claims for loss and damage relating to, or arising out of, this Contract or the Work, except for:

- a. unresolved claims set forth in the Contractor's Statements of Claim;
- b. the Contractor's claim for amounts still withheld. Nothing herein shall be construed as a right to revive any claim previously waived by the Contractor under other provisions of the Contract.

19.10 Owner's Discretion. Notwithstanding any of the above provisions, the Owner has the discretion to waive any of the above conditions upon which the Contractor's entitlement to Final Completion or payment therefor is based.

Article XX

Correction of Work, Guarantee, and Maintenance Bond

20.1 The Contractor guarantees unconditionally to complete, repair, replace, restore, rebuild and correct promptly all Work which is incorrect, defective, omitted, or does not otherwise comply with the

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Contract, of which the Engineer or the Owner gives the Contractor written notice at any time during the Guarantee Period. "Guarantee Period" means the period beginning on the commencement date set forth in the Notice to Proceed and continuing:

- (a) through and until two (2) years after Final Completion; and
- (b) with respect to any Work repaired, replaced, restored or rebuilt by Contractor after Final Completion, through and until two (2) years after the completion of the applicable corrective action.

20.2 If the Contractor fails to commence required corrective action hereunder within three (3) days after written notice from the Engineer, or if the Contractor does not thereafter perform diligently and complete its corrective work, the Owner may undertake the necessary corrective work itself; and the Contractor shall bear all costs of such corrective work; or, at the Owner's election, the Owner may require the Surety to take corrective action under the Performance Bond, or Maintenance Bond where applicable.

20.3 The costs of corrective work referred to herein shall include the following:

- (a) all amounts paid by the Owner to any Contractor, consultant, or other person engaged by the Owner to advise, consult, or furnish labor, materials, services or equipment of any kind necessary (in the Owner's judgment) to perform the corrective Work;
- (b) all costs of correcting, repairing or replacing any other Work or part of the Project, or work of any other prime contractor, damaged, removed, or uncovered by reason of the Contractor's defective or omitted Work;
- (c) all costs of removing rejected Work from the Site; and
- (d) all loss, expenses and damages which the Owner incurs in connection with the foregoing.

20.4 The Owner or the Engineer may elect, by Change Order, to accept defective or non-conforming Work and charge the Contractor for the amount by which the value of the Work has been reduced, as determined by the Engineer.

20.5 The Guarantee Period specified herein establishes only the Contractor's specific obligation to correct the Work and shall not be construed to establish a period of limitation with respect to any other obligations or liabilities of Contractor under the Contract. This Article XX is intended to supplement and not to limit the Contractor's obligations under other provisions of the Contract.

20.6 Any amounts for which the Contractor is responsible hereunder shall be deducted from the unpaid balance of the Contract Price and the Contractor shall pay to the Owner upon demand any amount owing hereunder which exceeds the unpaid balance of the Contract Price.

20.7 The Contractor shall secure from the manufacturers of all equipment and materials required under the Contract such manufacturers' standard warranties and guarantees (or such other warranties and guarantees as the Specifications may require) in the name of the Owner and shall deliver the same to the Engineer.

20.8 To the extent that the Contractor has performed the Contractor's obligations under this Article, the Owner shall so certify after the expiration of the Guarantee Period.

Article XXI

Books and Records and Right of Audit

21.1 All payments whatsoever by the Owner to the Contractor with respect to the Contract, and all Work of the Contractor and all Subcontractors, shall be subject to audit by the Owner at any time, whether before or after Final Completion.

21.2. The Contractor and all Subcontractors shall, upon written notice from the Owner, produce

for examination and copying at the Contractor's, or the applicable Subcontractor's, office, by representatives of the Owner, any and all books and records as specified in Paragraph 21.3. Moreover, the Contractor, every Subcontractor, and their employees shall submit to examination under oath by any person designated by the Owner to investigate claims against the Owner, possible overpayments to the Contractor, or any other matters with respect to this Contract.

21.3 In this Contract, "Books and Records" means any and all books of account, bills, vouchers, invoices, payrolls, payroll reports, cost estimates and bid computations and analyses, pre-bidding worksheets, take-offs, and quotations from prospective Subcontractors, Subcontracts, purchase orders, time books, logs, daily job diaries and reports, periodic cost analyses kept during the course of the Work, bank deposit books, bank statements, check books, canceled checks, correspondence, and all other documents showing acts and transactions or relating to or arising out of the Work, this Contract, or any Subcontract.

21.4 The Contractor shall keep and maintain all books and records for at least six (6) years after Final Completion.

21.5 If the Contractor and its Subcontractors do not comply with Paragraphs 21.2 and 21.4 of this Article, the Owner shall be released from all claims arising under or relating to this Contract, except for sums certified by the Owner to be due under the Contract. No person has power to waive any provision of this Article; and in any legal proceeding against the Owner to recover any sum in excess of the sums certified by the Owner to be due under this Contract, the Contractor must allege in the Contractor's complaint, and prove at trial, the Contractor's compliance with this Article.

21.6 In addition to the foregoing, after commencement of any legal proceeding by the Contractor arising under or by reason of this Contract, the Owner shall have the right upon written notice from the Owner's attorneys to require the Contractor under oath to produce all or any books and records for examination and to cause any officers, principals and employees of the Contractor to be examined under

oath by the Owner's attorneys. The Contractor agrees that service of a subpoena for any such purpose shall be effective by mailing to the Contractor or any of its officers or principals by certified mail, return receipt requested to the address specified in this Contract therefor, or if such address ceases to be valid, to the party's last known address.

Article XXII

Liquidated Damages

22.1 If the Contractor fails to complete the Work on or before the scheduled Completion Date (as may be extended in accordance with Article XVI), the Contractor shall owe the Owner the amount specified in the Information for Bidders for each and every calendar day beyond such scheduled Completion Date until the occurrence of Substantial Completion to compensate the Owner for the delay suffered in obtaining beneficial use of the Work. The Contractor agrees that the Owner's actual damages for delay in obtaining beneficial use of the Work would be difficult or impossible to ascertain and that such amount constitutes a fair and reasonable amount of damages for the Owner's loss of beneficial use.

22.2 The Owner shall deduct any amounts owing to the Owner under this Article from any unpaid balance of the Contract Price, and the Contractor shall pay to the Owner, upon demand, any amount for liquidated damages, which exceeds the unpaid balance of the Contract Price.

22.3 This Article is intended to supplement (and not to restrict) all other rights and remedies of the Owner under the Contract. This Article is not intended, and shall not be construed, to limit the Owner's right to claim actual damages.

Article XXIII

Legal Proceedings by the Contractor

23.1 Limitation Period. The Contractor agrees that it must commence any and all legal

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proceedings of whatever nature against the Owner, Engineer, or their representatives, agents, officers and employees, no later than one calendar year following:

- a. Substantial Completion, with respect to claims arising out of or relating to Work or Extra Work performed, or events occurring, prior to Substantial Completion;
- b. Final Completion, with respect to claims arising out of or relating to Work or Extra Work performed, or events occurring, prior to Final Completion;
- c. Termination pursuant to Articles XIII and XIV.

23.2 Attorney's Fees and Legal Costs and Expenses. In the event that the Contractor commences any legal proceeding against the Owner seeking money damages arising out of or relating to the Work, the Contract or the Project, and the Owner thereafter makes a written offer of payment to the Contractor to settle such legal proceeding, and the Contractor does not accept in writing the Owner's offer of payment within thirty (30) calendar days of receipt thereof (unless otherwise extended in writing by mutual consent) and continues to prosecute the legal proceeding to a judgment or final determination, then the Contractor shall pay the full amount of the Owner's reasonable attorney's fees, legal costs and expenses if the Contractor recovers a judgment or final determination against the Owner for an amount (exclusive of interest) less than the amount offered by the Owner to settle. Furthermore, the Contractor shall pay the full amount of the Owner's reasonable attorney's fees, legal costs and expenses, whether or not the Owner made any written offer of settlement, if the Owner obtains a judgment or final determination dismissing the legal proceeding.

Article XXIV

Insurance

24.1 Required Insurance. "Required Insurance" means each and every insurance coverage and policy specified in this Article. Unless the Owner specifies otherwise, the Contractor, at its sole cost and

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expense, shall obtain and maintain in full force and effect all Required Insurance from the Contract Date through Final Completion and otherwise during any period when the Contractor or any Subcontractor is performing any work. The minimum periods and the minimum limits of coverage are not intended, and shall not be construed, to limit any liability or obligation of indemnity of the Contractor under this Contract.

If Contractor fails to pay any premium for Required Insurance, or if any insurer cancels or modifies any Required Insurance without the Owner's consent, the Owner at its discretion may pay such premium or procure similar insurance coverage from the same or another insurer, and the Owner may deduct the entire cost or any part thereof from the Contract Price, or the Contractor shall pay the entire cost of any part thereof upon demand. The Contractor shall not perform Work, or allow any of Contractor's or Subcontractor's employees on the Site, during any period when any policy of Required Insurance is not in effect.

24.2 Workers' Compensation. The Contractor shall take out and maintain during the life of the Contract Workers' Compensation Insurance in conformity with the provisions of the Workers' Compensation Law of the State of New York, for all Contractor's employees engaged in work under this Contract, and in case any such work is sublet, the Contractor shall require all subcontractors engaged in work under this Contract to provide similar statutory Workers' Compensation and Employer's Liability Insurance. This Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation and disability benefits coverage for employees in compliance with the provisions of the Workers' Compensation Law.

24.3 Commercial General Liability. The Contractor shall furnish a Contractor's Commercial General Liability Policy in the name of and for the benefit of the Owner, protecting the Owner, its agents and employees, its officers, agents and employees from any and all claims, liability for personal injury (including death) and property damage to anyone arising out of the operations of the Contractor and all

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Subcontractors under this Contract. Blasting shall also be covered under said policy. The limits for this coverage, as to personal injury as well as to property damage, shall be in an amount no less than \$1,000,000 for each person and \$3,000,000 for each occurrence. The Contractor shall also furnish a Commercial General Liability policy for damage coverage in its own name identical to that provided for the Owner, protecting it from the operations of its Subcontractors under this Contract in an amount no less than \$1,000,000 for each person and \$3,000,000 for each occurrence.

24.4 Commercial Automobile Liability and Physical Damage. The Contractor shall furnish Bodily Injury Liability and Property Damage Liability insurance covering all automotive equipment used by it on this Contract with a limit of no less than \$1,000,000 combined single limit for Bodily Injury and Property Damage.

24.5 Builder's Risk. The Contractor shall carry Builder's Risk (fire and extended coverage) Insurance upon all work in place and/or materials stored at the construction site, including foundations and building at the construction site, and including building equipment. The insurance shall be for the benefit of the Contractor and the Owner as an additional insured, and each shall be named in the policy, or policies, as an insured. The policy shall furnish coverage at all times for the full replacement cost value of all completed construction, as well as materials in place and/or stored at the site, whether or not partial payment has been made by the Owner.

24.6 Proof of Coverage. Insurance certificates indicating proof of coverage of the required insurance shall be furnished in the name of the Owner and for all of the insurance required under this Contract, and certificates and the policies shall provide that the certificates and the policies cannot be changed or cancelled until 30 days written notice has been given to the Owner.

The insurance required shall be maintained in full force and effect during the performance of the Work. Two (2) copies each of these insurance certificates shall be furnished to the Owner by the Contractor at least ten (10)

days prior to the commencement of any Work under this Contract. The original and one copy of the Owner's Commercial General Liability Insurance Policy shall be delivered to the Owner. All policies shall contain an endorsement to the effect that the Owner shall not be responsible for payment of any premium.

ARTICLE XXV

Labor Law Requirements

25.1 Labor Law, Article 8. The Contractor shall comply with Article 8 of the Labor Law of the State of New York, the terms of which are referred to and incorporated as though set forth fully herein.

25.2 No laborer, worker or mechanic in the employ of the Contractor, Subcontractor, or other person performing the Work or any part thereof 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 cases of extraordinary emergency including fire, flood or danger to life or property.

25.3 Prevailing Wage Rates. Each laborer, worker and mechanic employed by the Contractor and its Subcontractors or other persons performing the Work or any part thereof shall be paid prevailing wages in accordance with Article 8 of the Labor Law. Each employee and person engaged in Work on this project, in the grade, or occupation listed on the Prevailing Wage Rate Schedule (Appendix A hereto), shall be paid not less than the wage rate so listed for that trade or occupation.

25.4 In the event it becomes necessary for the Contractor or any Subcontractor to employ on the project under this Contract any person in a trade or occupation (except executive, supervisory, administrative, clerical or other non-manual workers) for which no minimum wage rate is herein specified, the Contractor shall immediately notify the Owner, who will promptly thereafter furnish the Contractor with the minimum rate. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

ARTICLE XVI

Miscellaneous

26.1 Patented and Copyrighted Material. The Contract Drawings, the Specifications, and all other documents forming part of the Contract and all drawings and shop drawings issued by the Owner or the Contractor in connection with this Contract or the Work shall be and shall remain the property of the Owner, whether or not the Owner completes the Project or terminates the Work or the Contract. The Owner shall own all patents and copyrights to all such material, including without limitation plans, drawings, designs, specifications, shop drawings, samples, studies, and surveys prepared by the Contractor, any Subcontractor, or the Owner relating to the performance of the Work, whether prior or subsequent to the Contract Date.

26.2 Notices. All notices, requests and demands required under this Contract shall be sent by hand or by certified mail, return receipt requested unless otherwise specified in this Contract, and shall be addressed to the Contractor or the Owner at their respective addresses as set forth in this Contract and to the Engineer as set forth in the Invitation to Bid. The Contractor shall promptly notify the Owner of all address changes.

26.3 Applicable Laws, Jurisdiction and Venue. This Contract shall be governed and construed under the laws of the State of New York. The parties consent to the jurisdiction of the Courts of the State of New York to resolve all disputes and claims arising out of or relating to this Contract. The parties agree that the venue of any and all litigation arising hereunder shall be in the County of Orange, New York.

26.4 Merger. This Contract embodies the entire agreement of the parties and supersedes all prior and contemporaneous representations, agreements and understandings relating to the subject matter hereof, and any and all such prior and contemporaneous representations, agreements or understandings are deemed to be merged herein.

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26.5 The Contractor agrees and represents that the Contractor shall make no claim and shall bring no action against any official or employee in his or her individual, personal capacity for any act, omission or statement made or done relating to or arising out of this Contract.

26.6 General Municipal Law § 109. The Contractor shall not assign, transfer or convey this Contract or any of its right, title or interest herein without the express prior consent in writing of the Owner.

26.7 A finding, ruling or determination that one or more of the provisions, terms or conditions in this Contract may be illegal or void shall not affect the validity of the remaining provisions, terms and conditions, which shall be severable and which shall be given their full force and effect.

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IN WITNESS WHEREOF, Orange County Community College has caused this agreement to be signed by
Linda Dauer, VP of Administration & Finance, pursuant to a resolution of authorization by said Orange
County Community College on the _____ day of _____, 2021, and the
Contractor has hereunto set his hand and seal this _____ day of _____, 2021.

By: _____

Title of Signatory: _____

Witness: _____

Contractor

Address: _____

By: _____

Title of Signatory: _____

Witness: _____

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STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

On this _____ day of _____, 2020, before me the subscriber personally
appeared, to me known, and who, being by me duly sworn, did depose and say that he resides in
_____, and that he is the Supervisor of the Board of said _____;
that he knows the seal of said _____ and that the seal affixed to the foregoing
instrument is such seal; that the same was affixed thereto by the order of the Board of said
_____, and he signed his name hereto by like order.

Notary Public

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ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

On this ____ day of _____, 2020, before me personally came and appeared _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____, that he is the _____ of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was affixed by order of the Directors of said corporation; and that he signed his name thereto by like order.

Notary Public

(CORPORATION SEAL)

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ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF NEW YORK)

)

SS:

COUNTY OF ORANGE)

On this ____ day of _____, 2021, before me personally came and appeared _____
_____ to me known to be one of the members of the firm of _____ described in and
who executed the foregoing instrument; and he duly acknowledged to me that he executed the same as and
for the act and deed of said firm.

Notary Public

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ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

On this _____ day of _____, 2021, before me personally came and appeared
_____ to me known to be the person described in and who executed
the foregoing instrument; and he duly acknowledged to me that he executed the same.

Notary Public