



REQUEST FOR PROPOSALS FOR ON-CALL MARINE REPAIR SERVICES

CONTRACT NO. M5270

RFP Issued: June 17, 2026

Submission Deadline: July 17, 2026 at 3:00 PM

Important Notice: A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and will remain in effect until approval of the Selected Respondent by the Trust Board of Directors.

Respondents are prohibited from contact related to this Procurement with any Trust employee other than the designated contact listed here: Dwayne Cremona, Assistant Vice President of Facilities. All inquiries shall be made by email to the following address marinerepair@hrpt.ny.gov. This RFP and all addenda and responses to questions will be posted on the Trust website at: <https://hudsonriverpark.org/about-us/bids-business-opportunities>.

PART I INTRODUCTION

A. BACKGROUND

Hudson River Park Trust (the “Trust”) is a New York State public benefit corporation, created pursuant to the Hudson River Park Act (as amended, the “Act”). The Trust is also regulated pursuant to the New York State Public Authorities Law. Pursuant to the Act, the Trust is governed by a Board of Directors that consists of 13 Directors. Five are appointed by the Governor of the State of New York; five are appointed by the Mayor of the City of New York; and three are appointed by the Manhattan Borough President.

The Trust is responsible for the planning, design, development, construction, operation and maintenance of Hudson River Park (the “Park”), a waterfront park and estuarine sanctuary, which is located between the northern seawall of Battery Park City and West 59th Street along the Hudson River in Manhattan. The Trust operates and maintains the Park with income generated within the Park area by rents from commercial tenants, fees from concessions and permitted events, grants and donations. Capital funding has historically come primarily from the State of New York, City of New York and federal appropriations and grants. The Trust also works closely with Hudson River Park Friends, a New York State not-for-profit corporation established to support the Park, with private donations.

The mission of the Trust is to encourage, promote and expand public access to the Hudson River, to promote water-based recreation, and enhance the natural, cultural, and historic aspects of the river for residents and visitors to the area. For more information about the Trust, please visit the Trust’s website at www.hudsonriverpark.org.

B. INVITATION TO SUBMIT PROPOSAL

The Trust is pleased to invite you to submit a proposal in response to this Request for Proposals for On-Call Marine Repair Services (“RFP”). The purpose of this RFP is to enter into a contract with one or more contractors (each a “Contractor”) as eligible to conduct marine repair services on the Trust’s property from time to time. Such repair services may include:

- **Underwater and splash zone repairs:** Repairing and replacing hardware on bulkheads, piles, and submerged steel frames.
- **Mechanical and Structural Marine Repairs:** UHMW-PE pad replacement, gangway hinge remediation, and welding of HSS framing and application of marine-grade protective coating.
- **Hardware Replacement:** Removal and replacement of corroded bolts, tie-rods, cleats, and fenders.
- **Mooring and Decking:** Cleat replacement, timber rub rail installation, and safety railing repairs.
- **Debris Removal:** Removal of submerged or partially submerged hazards or "ghost" gear snagged on infrastructure.
- **Emergency Work:** Potential for emergency work that requires a response within 24

hours.

Selected Contractors will be eligible for specific tasks that may arise during the next five (5) years, beginning on or about September 17, 2026.

This solicitation seeks to replace, as well as supplement, any and all pre-qualified contractor lists that may exist. Accordingly, Contractors that have provided services to the Trust in the past and those that have existing agreements or contracts in effect must respond to this RFP if they wish to enter into a contract to provide services for the Trust over the next five years.

Work Order Assignments will be issued to the contractor(s) and proposals will be submitted by the contractor(s) to the Trust in accordance with the Scope of Work described in Schedule 1. Work Orders will be awarded on a **best value basis** including proposed pricing and timeline to mobilize and complete the work

Respondents are required to disclose any conflict of interest(s) that may preclude them from participating in this solicitation, including participation in other Trust contracts.

C. MINIMUM REQUIREMENTS

- **Licensing:** Contractor must hold marine construction licenses relevant to the jurisdiction and hold or have as a subcontractor a company with a valid commercial diving.
- **Experience:** Minimum of **5** years of experience in urban waterfront environments with active public use.
- **Safety:** Must comply with all OSHA (Part 1910, Subpart T - Commercial Diving Operations) and Coast Guard regulations.
- **Equipment:** Contractor must provide all vessels, barges, dive rigs, and specialized marine tools necessary for small-scale repairs.

D. THE RFP

1. **In General.** You should review and become familiar with all parts of this RFP prior to submitting your proposal, including the proposed form of Contract included as Exhibit 5.
2. **Specific Terms, Deadlines and Requirements:**
 - a. **Type of Services:** Marine repair services (the “**Services**”) of the type set forth in Schedule 1 attached hereto.
 - b. **Type of Contractor:** Marine repair services with all licenses, insurances in good standing.
 - c. **Minimum Experience Required:** The Contractor must demonstrate expertise in the disciplines and tasks described in Schedule 1.
3. **Contract Information**

Anticipated Contract Date: September 17, 2026

Anticipated Contract Term: Up to Five (5) years

4. **Questions Regarding RFP:** Potential proposers can send questions on this RFP by email to marinerepair@hrpt.ny.gov by 12:00 p.m. on July 3, 2026. Answers to questions will be posted on the Trust website under the Bids and Business Opportunities link for the RFP at <https://hudsonriverpark.org/about-us/bids-business-opportunities> by July 17, 2026.

5. **Proposal Submission Requirements:**

Submission Format:

- a. Electronically to the Trust via Email to cchow@hrpt.ny.gov due on Submission Deadline of **July 17, 2026 by 3:00 pm**.
- b. Electronic proposals shall be sent by email as follows:
 - i. Email subject line- for the Proposal: “[PROPOSER’s NAME] Proposal for Contract No M5270: HRPT Marine Repair Services”
 - ii. Proposer is responsible for ensuring that the proposal is in final form and that the electronic delivery method is appropriate for the size of the document
- c. Please note that only one proposal will be accepted per Respondent. However, MWBE and SDVOB certified contractors may partner with another contractor in addition to submitting a separate proposal.
- d. Proposals received after the submission deadline will not be considered.

What to Include:

- a. Cover Letter signed by a person within the firm who is authorized to bind the Proposer, which letter shall list the scope of services that the Proposer is seeking.
- b. Proposal Certification Form and Supplemental Questionnaire as found in Exhibits 1 and 1A attached hereto.
- c. Non-Responsibility/Lobbying Form (see Exhibit 3)
- d. Non-Collusion Certification Form (see Exhibit 3)
- e. Iran Divestment Form (see Exhibit 3)
- f. NY EO 16 Russian Divestment Form (see Exhibit 3)
- g. Diversity Practices Questionnaire (see Exhibit 4)
- h. Equal Employment Opportunity Policy Statement (see Exhibit 4)
- i. EO 177 Form – Policies Against Harassment and Discrimination (see Exhibit 4)
- j. Resumes, bios or CVs of staff to work on Trust matters.
- k. Fee and Cost Schedule proposal form (see Exhibit 2) to be included in the Price Proposal email.

All forms included in Exhibits 3 and 4 are also available as fillable PDFs on the Trust website

at: <https://hudsonriverpark.org/aboutus/work-with-us/bids-and-business-opportunities/required-forms-procedures/> Other procurement forms will be required of the selected Firms, which forms are also available on the Trust’s Bids and Business Opportunities page.

Recipient’s E-mail address: cchow@hrpt.ny.gov

6. Diversity and Inclusion:

The Trust is committed to diversity and equal employment opportunities among its contractors and consultants. This procurement is conducted in accordance with Article 15-A of the Executive Law and Article 3 of the Veterans’ Services Law. It is the policy of the Trust to maximize opportunities for the participation of MWBE/SDVOBs as bidders, subcontractors, subconsultants, and suppliers on projects.

Although no goals for subcontractor participation in the services by certified MWBE/SDVOBs have been set for this proposal at this time, the Trust seeks proposals from certified MWBE/SDVOBs to serve as on-call marine repair service contractors.

7. Selection Criteria: The Trust will base its selection upon the following criteria:

- 30% Relevant Marine Experience. Relevant experience in each category for which pre-qualification is sought and the qualifications and experience of the staff proposed to be assigned to the Trust’s marine related repaired work including but not limited to, repairs to docks, gangways, and moorings and all associated components, divers, welding, mobilization, quality of work, and the quality of the respondent’s management, reputation, and references.
- 20% Availability and Response Time. Proven ability to hit a 24-hour emergency window. Examples of timelines for other non-emergency work that have been performed.
- 20% Technical Approach. Demonstrated understanding of the challenges of working on the NYC waterfronts in a public facility and with environmental, tide, weather conditions, and hazards. Quality of the company’s written approach to work order response.
- 20% Price. Competitive, realistic, and detailed EXAMPLES of pricing for the EXAMPLE scenarios listed in Exhibit 2 below. Should include time and material, and mobilization at minimum.
- 10% Overall organization, completeness, and quality of proposal, including cohesiveness, clarity of response and demonstrated understanding of the Trust, its mission and activities.

D. RESPONSIVENESS DETERMINATION

A respondent is deemed “responsive” when it submits a proposal containing the required items/information in the form required and as listed in the RFP by the Submission Deadline referenced above.

In order to be considered responsive, your proposal should be organized and include all of the items as listed in paragraph C(5) above.

PART II REQUIREMENTS

A. GENERAL CONDITIONS, TERMS, LIMITATIONS AND REQUIREMENTS

- 1. Proposal as Offer to Contract.** Unless a specific exception is noted by the Trust, submission of a proposal in response to this RFP shall constitute an offer on the part of the successful respondent to execute a Contract substantially in the form annexed hereto as Exhibit 5. Any supporting documents or other items attached as exhibits to this RFP shall be incorporated into the Contract. The successful respondent shall cooperate in supplying any information as may be required by the Trust for background clearance, which is available on the PASSPort website at <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>, the VendRep website at <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system> and any other government review and approval forms.
- 2. Freedom of Information Law.** All proposals submitted to the Trust in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York (“FOIL”). A respondent may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would substantially harm such entity’s competitive position. This characterization shall not be determinative but will be considered by the Trust when evaluating the applicability of any exemptions in response to a FOIL request.
- 3. Equal Employment Opportunity Requirements.** By submission of a proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of the Contract’s Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the services, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside of New York State.

If awarded a Contract, respondent shall submit a Workforce Utilization Form EEO-101 and shall require each of its Subcontractors to submit a Workforce Utilization Form EEO-101, in such format as shall be required by the Trust

during the term of the Contract. Further, pursuant to Article 15 of the Executive Law (the “NYS Human Rights Law”), Title 8 of the New York City Administrative Code, and all other State and Federal statutory and constitutional non-discrimination provisions, the Firm and subcontractors will not discriminate against any employee or applicant for employment because of actual or perceived age, race, creed, color, national origin, gender identity or expression, sexual orientation, predisposing genetic characteristics; military status, marital status, partnership status, domestic violence victim status, or alienage or citizenship status, and shall also follow the requirements of the NYS Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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

4. **Costs.** The Trust shall not be liable for any cost incurred by the respondent in the preparation of its proposal or for any work or services performed by the respondent prior to the execution and delivery of the Contract. The Trust is not obligated to pay any costs, expenses, damages or losses incurred by any respondent at any time unless the Trust has expressly agreed to do so in writing.
5. **The Trust Rights.** This is a “Request for Proposals” and **not** a “Request for Bids”. The Trust shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contrary contained herein, the Trust reserves the right to take any of the following actions in connection with this RFP: amend, modify or withdraw this RFP; waive any requirements of this RFP; require supplemental statements and information from any respondents to this RFP; award a contract to as many or as few or none of the respondents as the Trust may select; accept or reject any or all proposals received in response to this RFP; extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the respondents; permit the correction of deficient proposals that do not completely conform with this RFP; waive any conditions or modify any provisions of this RFP with respect to one or more respondents; reject any or all proposals and cancel this RFP, in whole or in part, for any reason or no reason, in the Trust's sole discretion. The Trust may exercise any such rights at any time, without notice to any respondent or other parties and without liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of a proposal or otherwise. All proposals become the property of the Trust.
6. **Proposals From Principals.** Only proposals from principals and authorized

officers will be considered responsive.

7. **Disclaimer.** The Trust and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Trust does not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or any other facet of this RFP once it has been downloaded or printed from any server, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.
8. **Protest Procedures.** Any protests related to this procurement shall follow the procedures set forth in Exhibit 6.

B. VENDOR RESPONSIBILITY

Each Contractor must register on PASSPort with the Mayor's Office of Contracts for itself and its Subcontractors, for all contracts totaling \$250,000 or more in a 12-month period. If applicable, all Contractors must create an account by clicking <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>.

For Contractors not on PASSport but with a contract value of \$100,000 or more, Contractor must complete the online questionnaire on the VendRep system at <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system>.

C. INTERVIEWS

Interviews may be held with any or all of the respondents after the receipt of proposals. Interviews with the Trust will be scheduled after its initial review of proposals.

D. SELECTION

The Trust will review each respondent's proposal in its totality. The selected respondents, if any, will be a respondent whose proposal is most advantageous to the Trust's goals. See Part I for an explanation of the criteria upon which the Trust will base a selection.

The remainder of this page is intentionally blank.

SCHEDULE 1

SCOPE OF SERVICES FOR ON-CALL MARINE REPAIR SERVICES

I. Background

Once under contract, Work Order Assignments will typically include, but are not limited to, Trust projects involving approximately 4 miles of active in-water infrastructure. These projects are generally small-scale, including but not limited to routine maintenance of pile guides, dock hardware, and ramp transitions, and mooring fields hardware, as well as projects performed in response to emergency situations or under time exigencies (e.g., vessel impacts or asset failures).

While the award of an On-Call Contract does not guarantee a specific number of Work Orders, the Park's infrastructure includes, as examples, complex systems such as UHMW-PE wear pads, HSS framing members, and articulating ramp hinges, reef balls, fendering systems, and moorings that require specialized marine construction and commercial diving capabilities.

II. Contractor Receipt of Work Order Proposal Request

As the need for marine construction services arises, the Trust may issue a Work Order Proposal Request. For this contract, the scope may include, but is not limited to:

- **Underwater and splash zone repairs:** Repairing and replacing hardware on bulkheads, piles, and submerged steel frames
- **Mechanical and Structural Marine Repairs:** UHMW-PE pad replacement, gangway hinge remediation, and welding of HSS framing and application of marine-grade protective coating.
- **Hardware Replacement:** Removal and replacement of corroded bolts, tie-rods, cleats, and fenders.
- **Mooring and Decking:** Cleat replacement, timber rub rail installation and safety railing repairs.
- **Debris Removal:** Removal of submerged or partially hazards or "ghost" gear snagged on infrastructure.
- **Emergency Work:** Potential for emergency work that requires a response within 24 hours.

III. Contractor Response to Work Order Proposal Request

A. General Requirements: Upon receipt of a Request, the Contractor shall:

1. **Site Visit:** Coordinate a site visit (potentially involving boat or dive access) within **forty-eight (48) hours**.
2. **Work Order Estimate:** For non-emergency requests, within five (5) business days, submit a written estimate including labor, materials and mobilization fee. Alternatively, a Lump Sum or Not-To-Exceed proposal may also be submitted with an explanation as to why this type of pricing would be more cost-effective for the Trust.
3. **Approach:** A narrative of means and methods (including vessel/dive requirements), and schedule to mobilize and duration of the proposed work.

B. Emergency Circumstances: Given the public nature of the park, the Trust may require a Site Visit

and Proposal within a shorter window (e.g., **within 24 hours**) for emergencies such as a sheared guide pile or broken ramp hinge.

C. Responsiveness: Failure to respond or conduct Site Visits more than five (5) times shall be grounds for the Trust's unilateral termination of the contract.

D. Approach Plan: If required, the Approach Plan must include:

- **Marine-Specific Narrative:** How the contractor will manage tidal windows, current, and public pedestrian safety.
- **Key Personnel:** List of personnel, expertise and relevant experiences who will perform the work.
- **Experience:** List of similar marine repair projects (e.g., pier maintenance, bulkhead repair) completed in the past five (5) years.
- **Lead Times:** Specific focus on marine-grade hardware (316 Stainless, Hot-Dipped Galvanized) and UHMW-PE materials.

IV. HRPT Selection of Contractor and Assignment of Work

The Trust will assign Work Orders on a **best value basis** including proposed pricing and timeline to mobilize and complete the work. The Trust reserves the right to hire and utilize multiple contractors to perform the Work.

V. Performance of Work

The Contractor shall perform all labor, material, and equipment specified, including:

- **Marine Investigation:** Dive inspections to confirm the extent of underwater section loss or hardware failure.
- **Technical Execution:**
 - **Fasteners:** Replacement of hardware on bulkheads, docks, steel frames, piles, including missing double-nuts and bolts with marine-grade hardware.
 - **Wear Components:** Installation of UHMW-PE pads, stainless steel hinge pins, and application of marine-grade protective coatings.
 - **Welding:** Certified structural welding on HSS framing and ramp running plates.
 - **Carpentry:** Installation of cleats, safety railing, timber rub rails and deck boards.
 - **Mooring Systems:** Inspection and tensioning of anchor chains, replacement of shackles, and repair of guide piles.
 - **Debris Removal:** Retrieval and disposal of submerged or partially submerged hazards or "ghost" gear snagged on infrastructure.
- **Permitting & Coordination:** Coordination with USCG, NYS- DEC, or other maritime authorities as applicable.
- **Public Safety:** Implementation of barriers, signage, and "spotters" when working in high-traffic pedestrian areas.
- **Site Restoration:** Ensuring all land-side pavers and walkways disturbed by marine equipment are reset to HRPT standards.
- **Post-Repair Documentation:** Before/after photos and a brief summary of materials used for asset management tracking.

EXHIBIT 1
RESPONDENT'S PROPOSAL CERTIFICATION FORM

Submitted by

[Insert Name of Respondent] (The "Respondent")

Respondent makes the following statements and representations as part of its Proposal:

- a. That the Respondent has examined all parts of the RFP, including the Contract Draft, and all terms and conditions hereof.
- b. That the Respondent is licensed to perform the Services in New York State.

WHEREFORE, the Respondent submits this Proposal to the Trust.

[INSERT NAME OF RESPONDENT]

Signed by: _____

Printed Name: _____

Title: _____

Respondent's Address: _____

Notice Address (if different from above): _____

Respondent's Telephone Number: _____

Respondent's Fax Number: _____

Respondent's E-mail Address: _____

If a New York State-certified MWBE and/or SDVOB, attach copies of your State-certification.

EXHIBIT 2
EXAMPLE FEE AND COST SCHEDULE

1. The Respondent shall complete and submit SAMPLE Fee and Cost Schedule in the form of the “Fee and Cost Schedule” on the following pages.
2. **PLEASE BE SURE THAT YOU SUBMIT YOUR SAMPLE FEE AND COST SCHEDULE IN A SEPARATE EMAIL Per PART I INSTRUCTIONS.**

(See Fee and Cost Schedule on following page)

EXHIBIT 2

EXAMPLE OF FEE AND COST SCHEDULE

The Respondent shall complete and submit an EXAMPLE Fee and Cost Schedule in response to the examples of proposed work tasks provided below. The purpose of the example Fee and Cost Schedule is for the Trust to evaluate as part of the selective criteria the reasonable and competitive pricing of typical work examples that may be assigned. The respondent's pricing for each of the examples should include time, material, and mobilization. Respondent's labor rates should be broken down by expertise and should adhere to all applicable New York State laws and regulations. Respondent must identify any proposed contractual "minimums" or escalations.

Example 1

Floating Dock Repairs

- a) Repair cracked weld at south UHMW pad bracket and replace deteriorated hardware securing south UHMW pad bracket. **Photo A**
- b) Replace missing bracket supporting north UHMW pad. **Photo B**
- c) Repair failed weld at south UHMW pad bracket and replace missing hardware securing south UHMW pad bracket. **Photo C**
- d) Replace missing bracket supporting north UHMW pad. **Photo D**
- e) Tighten loose south UHMW pad. And Replace missing north UHMW pad. **Photo E**
- f) Tighten loose west UHMW pad. And Replace missing north and south UHMW pads. **Photo F**
- g) Replace four worn UHMW pads at hinge plate connection. **Photo G**
- h) Replace gauged running plates and wheels at the dock end of ramp. **Photo H**



Photo A



Photo B



Photo C



Photo D



Photo E



Photo F



Photo G



Photo H

Example 2

Pontoon Dock Repairs

- a) Replace deteriorated high visibility safety grip tape marking the south, west, and north pontoon step-downs. **Photo A**
- b) Replace 40-LF of timber rub rail, mounting rail and steel grating deflector in-kind along southwest corner of pontoon. **Photo B**
- c) Cleats: Replace two broken cleats. **Photos C1**. Replace six missing cleats. **Photo C2**. Install missing anchor bolt on three cleats. **Photo C3**.
- d) Replace diagonal support pipes, four total, on pile guide frames. **Photos D1 and D2**
- e) Replace deteriorated railing rope with railing chains at two locations. **Photo E**



Photo A



Photo B



Photo C1



Photo C2



Photo C3



Photo D1



Photo D2



Photo E

EXHIBIT 3

DISCLOSURE OF NON-RESPONSIBILITY DETERMINATIONS [LOBBYING FORM]

NON-COLLUSION CERTIFICATION FORM

IRAN DIVESTMENT FORM

EO 16 RUSSIA CERTIFICATION FORM

The forms attached are also available on the Trust's Bids and Business Opportunities Website at <https://hudsonriverpark.org/about-us/bids-business-opportunities>.



Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates Hudson River Park Trust to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address:

Person Submitting this Form:

Name: Title:

Contract Procurement Number: Date:



Disclosure of Prior Non-Responsibility Determinations

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

No Yes

2. If yes to Question #1, then was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

No Yes Not Applicable

3. If yes to Question #1, then was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

No Yes Not Applicable

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)



Disclosure of Prior Non-Responsibility Determinations

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

No Yes

6. If yes, please provide details below.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer certifies that all information provided to Hudson River Park Trust with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature: _____



Affirmation of Understanding of and Agreement pursuant to
State Finance Law § 139-j (3) and § 139-j (6)(b)

hereby affirms that it understands and agrees to comply with the procedures of the Hudson River Park Trust relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).

Signed: _____ Date: _____
Name: Title:

Contractor Name:

Contractor Address:



CERTIFICATION AND SIGNATURE FORM
AFFIDAVIT OF NON-COLLUSION

Name of Respondent:

Business Name:

Business Address:

Phone: Fax: Email:

I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this bid/proposal or, if not, that I have written authorization form that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

1. The prices in this bid/proposal 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 respondent or with any other competitor.
2. The respondent prior to the opening has disclosed neither the price(s) nor the amount of this proposal.
3. No attempt has been made to solicit, cause or induce any company or person to refrain from bidding on this project, or to submit a bid/proposal higher than the bid/proposal of this firm, or any intent ally high or non-competitive bid/proposal or other form of complementary bid/proposal.
4. The bid/proposal of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from any company or person to submit a complementary bid/proposal.
5. My company has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other company or person, or offered, promised or paid case or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by a company or person to refrain from bidding or to submit a complementary bid/proposal.
6. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's bid/proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.
7. By submission of this bid/proposal I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.

The person signing this bid/proposal, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position

Date Signed

Print Name & Company Name

Federal ID Number



IRAN DIVESTMENT ACT AFFIDAVIT OF INDIVIDUAL OR ENTITY

STATE OF NEW YORK)
SS:
COUNTY OF NEW YORK)

[Redacted], BEING DULY SWORN, DEPOSES AND SAYS THAT:

- 1. I am responding to a competitive procurement to provide services and/or supplies on behalf of [Redacted], to the HUDSON RIVER PARK TRUST pursuant to competitive procurement rules and regulations.
2. The address of the company or individual submitting the proposal is: [Redacted]
3. The affidavit is submitted pursuant to the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, and New York State Finance Law (SFL), Section 165-a, effective April 12, 2012, and the regulations promulgated thereunder. It is made under penalty of perjury, for the purpose of showing that the respondent has no "investment activities in Iran".
4. The respondent's taxpayer identifications number is: [Redacted]
5. The respondent/contractor does hereby certify that it is not engaged in "investment activities in Iran" as defined by the laws of the State of New York; nor will it invest or participate in such activities during the terms of the contract.

DATED: _____

Signature

Title

Subscribed to and sworn to before me
This day of , 20__

Notary Public

EXHIBIT 4

M/WBE Policy Statement and EO No. 177 FORMS

- 1. Diversity Practices Questionnaire**
- 2. Minority and Women-Owned Business Enterprise and Equal Opportunity Policy Statement**
- 3. EO 177 Form – Certification of Policies Against Harassment & Discrimination**

* * *

Please note that all of these forms are available on the Trust Website at <https://hudsonriverpark.org/about-us/bids-business-opportunities>.

Diversity Practices Questionnaire

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

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

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

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

0.0%

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

0.0%

- 4. Does your Company provide technical training² to MBEs/WBEs? YES NO

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

5. Is your Company participating in a government approved M/WBE mentor-protégé program?
 YES NO

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

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

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

7. Does your Company have a formal M/WBE supplier diversity program? YES NO

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

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

¹ Do not include onsite project overhead.

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

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

Signature of
Owner/Official
Printed Name of
Signatory
Title

Name of Business

Address

City, State, Zip

-



MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES & EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, , the (awardee/contractor) agree to adopt the following policies with respect to the project being developed or services rendered at

MWBE

EEO

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

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

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

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract



**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES &
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

Agreed to this day of 20

By _____

Print: Title:

Minority Business Enterprise Liaison

is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)
responsible for administering the Minority and Women Owned Business Enterprises Equal Employment
Opportunity (M/WBE-EEO) program.

Contractor's Proposed M/WBE Contract Goals

% Minority Business Enterprise Participation

% Women's Business Enterprise Participation

(Authorized Representative Signature)

Title:

Date:



**CERTIFICATION OF INSTITUTING POLICIES
AGAINST HARASSMENT & DISCRIMINATION**

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor:
(Business name):

By
(Authorized signatory):

Title:

Date:

¹ Form to be signed by an individual officially authorized to sign on behalf of business

EXHIBIT 5

Form of Contract



SERVICE CONTRACT NO. M5270

ON-CALL MARINE REPAIR SERVICE

CONTRACT NO. M5270

ON CALL MARINE REPAIR SERVICE

[COMPANY NAME]

PART I SPECIFIC TERMS AND CONDITIONS

PART II GENERAL TERMS AND CONDITIONS

PART III BID/RFP DOCUMENTS

PART IV SCOPE OF WORK DOCUMENTS

PART V APPENDICES

PART I
SPECIFIC TERMS

HUDSON RIVER PARK TRUST (the “**Trust**”) and the contractor or party identified below (each a “**Contractor**”), in consideration of the mutual covenants contained in this agreement and other valuable and good consideration, do hereby agree to all of the terms and conditions set forth in (i) these Specific Terms (Part I) set forth immediately below, (ii) the General Terms and Conditions (Part II) annexed hereto and made a part hereof and (iii) all other documents identified in Section 1.1 below (the “**Contract Documents**”), which are annexed hereto and made a part hereof (together, the “**Contract**”).

1. The Contract

1.1 Contract: This Contract consists of the following:

- (a) These Specific Terms and Conditions (Part I)
- (b) General Terms and Conditions (Part II)
- (c) Bid/RFP Documents (Part III)
 - (i) Invitation for Bids/Request for Proposals
 - (ii) Addenda
 - (iii) Contractor’s Bid or Proposal (“Bid”), including without limitation, all reports, certifications, forms and other documents submitted therewith
- (d) Scope of Work Documents (Part IV)
 - (i) List of Repair Services
- (e) Appendices (Part V)

1.2 Contract No.

1.3 Contract Date: The date of the Contract is as of

1.4 Commencement Date: The date set forth in the Notice to Proceed

1.5 Term: 5 years

1.6 Maximum Contract Price:

1.7 Liquidated Damages Rate: Intentionally Omitted

1.8 Retainage: Five percent (5 %) as described in greater detail in Section 13.4

1.9 M/WBE Participation Goal: 0%, as provided in Part V, Appendix F

1.10 SDVOB Participation Goal: 0%, as provided in Part V, Appendix F

2. Parties

2.1 The Trust: Hudson River Park Trust, a public benefit corporation of the State of New York, having an office at 353 West Street, Pier 40, New York, NY 10014.

2.2 The Contractor: [Company Name], a New York corporation, having an office at:

2.3 Contractor’s Contact Person:

2.4 Trust’s Contact Person:

2.5 Trust’s Project Manager:

3. **Contract Work.**
 - 3.1 Work Site: Hudson River Park Parkwide
 - 3.2 **Work:** Marine repair services, as further specified in the Scope of Work
4. **Trust's Construction Manager ("CM")/Resident Engineer ("RE").**
N/A
5. **Trust's Other Consultant(s)**
 - 5.1 Architect/Engineer ("A/E")
N/A

The Trust may at any time change the identity of any of the Trust's Contact Person, PM, CM, RE or Other Consultants with Notice to the Contractor.

6. **Notice: Parties and Addresses**

Any notice, approval, consent, acceptance, request, bill, demand or statement required or permitted to be given hereunder ("**Notice**") from either party to the other shall be in writing and shall be deemed given when received by overnight mail or three (3) business days after deposited with the United States Postal Service in a postage prepaid envelope, certified or registered mail, addressed to the other party at the addresses set forth below (with a copy also emailed to the email address of the other party set forth below). This Section on Notice does not apply to routine communications regarding the Work or billing, all of which can be sent by email.

6.1 Notices to the Trust:

Hudson River Park Trust
353 West Street, Pier 40, 2nd Floor
New York, N.Y. 10014
Attn: General Counsel
Email: cfazio@hrpt.ny.gov

with a copy to:

Hudson River Park Trust
353 West Street, Pier 40, 2nd Floor
New York, N.Y. 10014
Attn: Robert Rodriguez, EVP
Email: rrodriguez@hrpt.ny.gov

6.2 Notices to the Contractor:

Attn:
Email:

7. **Special Provisions.** The provisions set forth below are hereby added to and made part of the Contract. In the event any conflict exists between any of the General Terms and Conditions (Part II) of the Contract and these special provisions, these special provisions shall govern.

7.1 Outside Funding. Intentionally omitted.

7.2 Defined Terms. All capitalized terms in the Contract Documents shall have the meaning(s) set forth in Part V, Appendix B unless otherwise defined or the context otherwise requires. The singular shall include the plural and vice versa as the context may dictate. The gender used in this Contract shall be deemed to refer to the masculine, feminine or neuter gender, as the context of the identity of the persons being referred to may require.

7.3 This Contract is subject to section 2879-a of the Public Authorities Law entitled, “Comptroller Approval of Contracts”.

7.4 Construction Management Software. The Contractor shall maintain its records and perform all project correspondence in accordance with the standards for project wide correspondence and document control using the construction management system software specified by the Trust. Standards shall apply to all written and electronic (e-mail) correspondence associated with all aspects of the project, including the development and maintenance of Computer Aided Design (CAD) document control system for all design submittals, engineering drawings, shop drawings and as-built information.

7.5 Vendor Responsibility. The Contractor shall provide the Trust with a list of all Subcontractors employed for the performance of the Contract Work whose subcontract amount totals \$25,000 or more. The Contractor will require any Subcontractor whose subcontract amount totals \$100,000 or more to provide it a copy of its Vendor Responsibility Determination, which may either be a copy of its submission on the Mayor’s Office of Contracts Services Procurement and Sourcing Solutions Portal (PASSPort) or the copy of its submission to the State’s VendRep system or as a hard copy using the Vendor Responsibility form that the Trust has provided to the Contractor. Such submissions by the Subcontractor to the Contractor shall occur in a timely fashion but in no event later than the commencement of the Contract Work performed by such Subcontractor pursuant to its subcontract.

7.6 Workforce Utilization Form. A Workforce Utilization Form is required for all non-construction contracts in excess of \$25,000 and for all construction contracts in excess of \$100,000. Once the Contract has been awarded, the Contractor and its Subcontractor(s) shall each prepare a Workforce Utilization Report which shall indicate the actual workforce utilized in the performance of the Contract broken down by the specified categories including ethnic background, gender, and Federal occupational categories. The Trust will direct the Contractor and its Subcontractor(s) to submit the information directly onto the New York State Contract System and certify that this has been completed for each payment requisition.

7.7 Labor Law Section 220-i. The Contractor shall be registered on the New York State Department of Labor Public Work Contractor and Subcontractor Registry (the “DOL Registry”) and shall provide the Trust with its certification number. The Contractor shall further verify that any Subcontractor that performs construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration or custom fabrication, which is subject to

Article 8 of the Labor Law, is also registered on the DOL Registry by checking the DOL Registry and keeping a record of such Subcontractor’s certification number.

8 **Execution.** This Contract may be executed and delivered in counterparts, including execution by digital or electronic signature, each of which so executed and delivered, when taken together, shall be deemed a fully-executed instrument. The Contractor acknowledges that it has carefully examined the entire Contract and thoroughly understands the same.

IN WITNESS WHEREOF, the Parties hereto have executed the Contract as of the Contract Date here above written.

HUDSON RIVER PARK TRUST

[CONTRACTOR]

By: _____
Noreen Doyle
President & CEO

By: _____
[Name]
[Title]

PART II
GENERAL TERMS AND CONDITIONS

ARTICLE 1
CONTRACT DOCUMENTS, INFERABLE WORK AND PRECEDENCE

1.1 In General.

- (a) The Contract Documents shall be read together as complementary, and the rights and obligations thereunder shall be deemed cumulative.
- (b) The Contract Documents describe a scope of work and services to be performed and the Contractor is expected to include in the Contract Work all items required in order to carry out the intent of the Contract Documents for a complete and functional system whether or not shown or described in the Contract Documents.

1.2 Indicated and Inferable Work and Services. The Contractor expressly warrants that Contractor holds special knowledge, training, and experience in such Contract Work, and that Contractor shall provide everything required or necessary to complete such Work to the highest standards of such workmanship in the industry, regardless of whether all items, materials, equipment or requirements are expressed, identified or detailed in the Contract, the Contract Documents, or in the Drawings and Design Specifications. The Contractor shall, without any additional compensation, as part of the Contract Work, perform all work and services that are indicated on or inferable from any of the Contract Documents including, without limitation, any of the following:

- (a) Work and services that are customary, standard practices or otherwise essential to perform the Contract properly; or
- (b) Any other matters not expressly included in the Contract Documents, but which are reasonably inferable therefrom as being necessary to produce the intended results.

1.3 Contract Work Construed. Notwithstanding anything to the contrary, the Contract Work shall be construed to include any and all items normally required to provide a complete and first-class job in every detail for maximum quality, serviceability and appearance.

1.4 Effect of Contractor's Proposal. Qualifications or exclusions contained in any of the Contractor's Proposal shall not be deemed accepted and agreed to by the Trust unless such qualifications or exclusions have been accepted in writing by the Trust and are specifically set forth in the Contractor's Proposal and incorporated into this Contract in the Specifications.

1.5 Common Technical and Trade Terms. Words used in the Contract Documents that have well known technical or trade meanings shall be construed according to their customary meaning within the building industry in the New York City area.

1.6 Errors, Omissions and Inconsistencies. Intentionally Omitted.

1.7 Conflicts. To the extent the Contractor becomes aware of any direct conflict among or within any of the Contract Documents, the Contractor shall promptly inform the Trust of such conflict. If at any time a direct conflict among or within any Contract Documents is identified, then the conflict shall be submitted to the Trust which, in consultation with the Trust's other Consultants, shall make a determination as to the resolution of such conflict. The Trust's decision shall be final and binding upon the Parties and the Contractor shall proceed with the Contract Work in accordance with such determination. Any of the Contractor's Work performed prior to such resolution shall be done at the Contractor's sole risk, cost and expense.

1.8 Precedence of Contract Documents Intentionally Omitted.

ARTICLE 2 **THE CONTRACT WORK**

2.1 The Contract Work. The Contract Work is specified in Section 3 of the Specific Terms and Conditions (Part I) of this Contract. The Contractor shall promptly perform and furnish all of the labor, Materials and Equipment and all other items necessary or appropriate for the prosecution and completion of all aspects of the Work pursuant to the terms of the Contract. The Contractor shall prosecute and complete the Contract Work in strict accordance with the Scope of Work Documents and all other Contract Documents. The Contractor, as a part of the Contract Work, shall also pay fees, charges and taxes due on or incidental to the Contract Work. The Contractor shall make no change in the Contract Work of any nature whatsoever without first having obtained the Trust's written approval of the proposed change. The Contract Work shall be performed in accordance with all Legal Requirements.

2.2 The Work Site. The Work Site is identified in Section 3.3 of the Specific Terms and Conditions (Part I) of this Contract. The Trust makes no representations whatsoever as to the condition of the Work Site. The Contractor assumes all responsibility and liability for all conditions at the Work Site that could have been discovered by reasonable examination or inquiry.

2.3 Means and Methods of Repair. Unless otherwise expressly provided in the Contract Documents, the means and methods of repair shall be such as the Contractor may choose within trade and industry standards, subject, however, to the provisions of this Contract, including, without limitation, the Scope of Work Documents and subject to the right of the Trust to reject means and methods proposed by the Contractor that will, in the opinion of the Trust:

- (a) Violate any Legal Requirement;
- (b) Constitute or create a hazard to the Contract Work, or to persons or property;
- (c) Not produce finished Contract Work in accordance with the terms of this Contract;
- (d) Be detrimental to the overall progress of the Work.

The Trust's approval of the Contractor's means and methods of repair, or its failure to exercise its right to reject such means and methods, shall not relieve the Contractor of its obligation to complete performance in accordance with this Contract, nor shall the exercise of such right to reject create a cause of action for damages against the Trust, the State, the City or their respective representatives.

2.4 Coordination of Contract Work.

- (a) Except as otherwise expressly provided for herein, the Contractor shall be entirely responsible for the coordination of the Contract Work within its Contract. This Contract may be one of a number of separate contracts pertaining to the Work. The Contractor shall perform the Work at such times and in such manner so as not to delay or interfere with the work of the other contractors. If any dispute arises regarding possible or alleged interference among the various contractors, which dispute may hinder the progress of the Work, the same shall be settled by the Trust's PM or CM, whose decision shall be binding and conclusive upon all contractors.
- (b) The Trust may retain a Project CM to coordinate the overall schedule of construction and repair activities that take place at the Work Site, to assist the Trust in administering the Work, and to insure that the commencement and completion of activities at the Work Site is on schedule. Contractor shall comply with all instructions given by the Trust's Project CM pursuant to this Contract.

2.5 The Trust's Project CM.

- (a) Subject to review of the Trust, the Trust's Project CM shall have the power, in the first instance, to inspect, supervise, guide and manage the performance of the Work.
- (b) The Trust's CM shall not, however, have the power to issue a Change Order unless the Trust has provided written authorization to the contrary. All Change Orders must be issued by the Trust in accordance with Article 7 of these General Terms and Conditions, unless the Trust has provided written authorization to the contrary.

ARTICLE 3 **THE CONTRACTOR**

3.1 Representations of the Contractor. The Contractor represents and warrants and covenants as follows:

- (a) The Contractor is duly organized or formed, validly existing and in good standing under the laws of its jurisdiction of organization or formation, and has all requisite power and authority to authorize, execute, deliver and perform this Contract in accordance with its terms. The Contractor is authorized to do business in the State.
- (b) The execution and delivery of this Contract, and in compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under any statute, indenture, mortgage, deed of trust or other agreement or instrument to which the Contractor is bound, or to the knowledge of the Contractor, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Contractor or any of its activities or properties.
- (c) The Contractor has not been asked to pay, and has neither offered to pay, nor paid, any illegal consideration, whether monetary or otherwise, in connection with the procurement of this Contract.

- (d) The Contractor has not employed any person to solicit or procure this Contract, and has not made and shall not make, except to full-time employees of the Contractor, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee or any other compensation in connection with the procurement of this Contract.
- (e) The Contractor has not acquired nor will it acquire any interest of any nature, direct or indirect (including any interest in land in an area to the Work or any interest in any corporation, partnership, or other entity with any such interest), which would conflict in any manner or degree with the performance of the Work. The Contractor further represents and covenants that in the performance of this Contract no person having any such conflicting interest shall be employed by the Contractor in the performance of this Contract.
- (f) The Contractor is not in arrears to the State of New York (“State”) or the City of New York (“City”) upon any debt, contract or taxes and is not in default, as surety or otherwise, upon any obligation to the State or City, and has not been declared not responsible or disqualified by any agency of the State or the City, nor is there any proceeding pending relating to the responsibility or qualification of the Contractor to receive public contracts. The Contractor represents that it has paid all applicable State and City income, excise and other taxes for all years it has conducted business activities in the State and City.
- (g) All questionnaires and/or disclosure forms and information required by the State and/or City, including PASSPort disclosures, to date are, to the best of the Contractor’s knowledge, true and correct in all material respects; no material change has occurred in the circumstances of the Contractor, or any of its principals or affiliated persons or entities since the respective dates upon which such disclosures were executed; and such disclosures do not contain any untrue statement of material fact or omit to state a material fact necessary in order to make any statement contained in such disclosure is not misleading.
- (h) The Contractor has had the opportunity to consult with or has consulted with legal counsel of its choice prior to entering into this Contract.
- (i) All Materials and Equipment the Contractor utilizes and incorporates in the Contract Work shall be free of any and all liens, claims, chattel mortgages, security interests, encumbrances and conditional sales agreements in favor of the Contractor, any of its Subcontractors or any other person or entity.
- (j) The Contractor has reviewed and understands the Contract Documents and has experience and expertise in the Contract Work described therein.
- (k) That any breach of any of the representations and warranties of this Article 3, section 3.1, any failure of the Contractor to familiarize itself with the Contract Documents, the Work Site or any lack of knowledge on the part of the Contractor of any existing or foreseeable condition or conditions at the Work Site reasonably inferred from the Contract Documents which create difficulties or hindrances in the execution of the Work shall constitute a conclusive and binding determination by the Contractor that resolving any adverse impact

of such breach, failure or lack of knowledge does not constitute Extra Work and a waiver by the Contractor of all claims for additional compensation or damages or time to achieve Substantial Completion as a result of the breach, failure or lack of knowledge.

3.2 Site Conditions. By executing this Contract, the Contractor represents and warrants that it:

- (a) Has visited the Work Site;
- (b) Familiarized itself with the local conditions under which the Work is to be performed;
- (c) Correlated its observations with the requirements of the Contract Documents;
- (d) Understands that the Work may be done in a congested area and has calculated its price and time schedule accordingly;
- (e) Shall coordinate deliveries of Materials and Equipment with the Trust's PM or CM promptly and in a manner so as not to interfere with neighboring operations at the Work Site;
- (f) Shall confine operations at the Work Site to areas permitted by applicable Legal Requirements, permits and the Contract Documents and shall not unreasonably encumber the Work Site with any Materials and Equipment; and
- (g) Shall coordinate all of its operations with and secure approval from the Trust's PM or CM before using any portion of the Site.

3.3 Scheduling of Work.

- (a) Schedule Submittal.
 - (i) Once a work order has been issued, the Contractor will submit within 24 hours a detailed schedule to perform the work. The Trust will review and approve the schedule and will provide direction in coordinating logistics, access, hours of operation, and safety concerns.
 - (ii) If the contractor in the course of performing the work cannot meet the approved schedule, the contractor shall inform the Trust immediately and propose and updated schedule and justification for the change. The Trust will review the request and decide if the change is schedule is reasonable and justified. If the Trust's approves the change, then the work can proceed as proposed. If the Trust finds that proposed change is unreasonable and unjustified then the Trust may elect to cancel the work order. The contractor will be required to return all materials back to the condition it was found.
 - (iii) The contractor shall include in the schedule the pre-work walkthrough with Trust representatives and post-work walkthrough at the conclusion of the work.

3.4 Contractor's Responsibilities.

- (a) Permits and Legal Requirements. Contractor shall comply with federal, State or local codes having jurisdiction. All labor, materials, equipment and services necessary to make the Work comply with such requirements shall be provided without additional cost to the Trust. All applicable laws and regulations shall be deemed to be included in the Contract with the same effect as if set forth in full. The Contractor shall procure and pay for all permits and licenses required for the completion of the Work.

ARTICLE 4

TIME OF PERFORMANCE; SCHEDULES; LIQUIDATED DAMAGES; EXTENSION OF TIME

4.1 Commencement of Contract Work. The Contractor shall commence performance of the Contract Work on the Commencement Date set forth in Part I, the Specific Terms and Conditions.

4.2 Prosecution of the Work

- (a) The Contractor shall proceed with the Work and every part and detail thereof in a prompt and diligent manner and shall do the several parts thereof at such times and in such order as the Trust's PM, CM and the Trust may direct.
- (b) Where the dates for commencement and completion of any portion of the Work or for deliveries of Material and Equipment are not specified, the Contractor shall commence the Work or make such deliveries within the time set forth in a Notice from the Trust or the CM to do so, but in no event later than three (3) days after receipt of such Notice if no time period is set forth in the Notice. Such work or deliveries shall be prosecuted and completed with all possible diligence, or as otherwise directed by the Trust or the CM.
- (c) The Contractor shall prosecute and complete the Work:
 - (i) In strict accordance with the Contract Documents;
 - (ii) In accordance with the time schedules, starting dates, completion dates, and milestones established by the Trust or the CM for any portion of the Work;
 - (iii) To the full satisfaction of the Trust; and
 - (iv) No later than the Completion Date.
- (d) The Contractor shall supply all necessary Materials and Equipment, labor, and all other items required, in the quantities, and at the times necessary, to complete the Work in accordance with all Work Schedules approved by the Trust.

4.3 Time for Completion.

- (a) The Contractor agrees to complete all stages of the Work in such a timely fashion as to allow it and other contractors, including Subcontractors, to meet the deadlines and milestones set forth in all Work Schedules approved by the Trust.
- (b) Contractor acknowledges and agrees that time is of the essence in the commencement, prosecution and completion of the Work.

4.4 Substantial Completion. Intentionally Omitted

4.5 Intentionally Omitted

4.6 Liquidated Damages. Intentionally Omitted.

4.7 Delays and Extensions of Time.

- (a) The Contractor shall provide the requisite labor and sufficient Materials and Equipment to diligently and expeditiously complete the Work. If the Contractor's Work is delayed by reason of its or its Subcontractors' or its Vendors' acts, the Contractor shall, at the Trust's or CM's direction, increase the number of workers, the number of shifts, the days of work and, to the extent permitted by law, institute overtime operations, all at the Contractor's sole cost and expense, in order to regain any time loss and maintain the Work Schedules approved by the Trust. All costs of all standby trades will be charged to the Contractor when such corrective measures are required.
- (b) The Contractor shall not cause any hindrance or delay to other contractors on the Work Site. In addition to and without in any way limiting the Contractor's indemnification and other obligations under Article 10 of this Contract, the Contractor shall be solely responsible and shall indemnify and hold harmless the Trust, the State, the City and all other Additional Insureds, from all claims, including costs and reasonable attorneys' fees related to any and all damages sustained by any other contractor having or who shall hereafter have a contract with the Trust for the performance of work upon the Work Site due to any act or omission of the Contractor including, without limitation, costs incurred due to the Contractor's failure to coordinate work with other contractors or due to delays caused to other contractors by the Contractor. The Contractor agrees to reimburse each such other contractor for all such damages. In addition to the foregoing, the Trust or the CM shall have the right, after three (3) days' written Notice to the Contractor, to provide any such labor, additional labor, overtime labor and Materials and Equipment necessary to remedy such hindrance or delay to each such other contractor's work, and the Trust may, in its sole discretion, in addition to any other remedy it may have under this Contract, or at law or equity, deduct the costs thereof from any moneys then due or thereafter to become due to the Contractor, or to require the Contractor to pay for such costs on demand. In the event the Trust intends to extend any such other contractor's time to complete that contractor's work due to delays caused by the Contractor, such extensions of time shall not be construed as a waiver of the Trust's or the CM's right to be compensated by the Contractor for all damages, losses, costs and expenses, including attorneys' fees and disbursements, resulting from such delay.
- (c) If the Contractor has been delayed and as a result will be unable to complete performance fully and satisfactorily within the time fixed therefor, the Contractor may be granted an extension of time fixed for performance equal to the period the Contractor was actually and necessarily delayed upon submission of evidence of the causes of the delay, subject to the written approval of the Trust in its sole discretion, provided that:
- (i) The Contractor submitted a written claim to the Trust and the CM, if any, within three (3) working days after the commencement of the alleged cause of the delay, hindrance or obstruction;
 - (ii) The Contractor demonstrates that it did not in any way cause and could not have anticipated or avoided such delay, hindrance or obstruction;
 - (iii) The Contractor has used all available means to minimize the consequences thereof; and
 - (iv) The Trust determines that such an extension has been substantiated and is warranted under the circumstances.

The decision of the Trust as to the granting of the extension and its length shall be binding upon the Contractor.

- (d) Subject to the Trust's determination and approval, the Trust may extend the time or times for performance of the Work where such performance has been substantially obstructed, hindered or delayed by reason of one or more of the following limited circumstances:
- (i) Acts of Force Majeure;
 - (ii) Any act, neglect, delay or default of the Trust's Project CM, the Trust, the Architect/Engineer or the Environmental Consultant;
 - (iii) Changes ordered in the Work not resulting from the actions, omissions or negligence of the Contractor;
 - (iv) Rules, orders or regulations of any governmental agency that affect the supply or availability of Materials and Equipment or labor; or
 - (v) If the Contractor is barred from access to the Work Site by individuals or entities not associated with the Trust or by court order.
- (e) The Contractor shall have no claim against the Trust or the Trust's Project CM for any loss or damage sustained by the Contractor nor for any extra compensation in the form of an increase in the Maximum Contract Price, or otherwise, through delay, hindrance, obstruction, disruption, suspension, stoppage, interruption or acceleration of the Contractor's Work caused or directed by:
- (i) The Trust's Project CM or the Trust in order to meet the approved Work Schedules;
 - (ii) The circumstances set forth in Section 4.7(d);
 - (iii) Any other foreseen or unforeseen reasons or circumstances; or
 - (iv) Any other contractor.

Subject to the provisions of Article 7 regarding Protest Work, the Contractor hereby waives all claims for damages, including all costs direct and indirect, and increased costs for labor and Materials and Equipment, incurred on account of any delay, hindrance or cause whatsoever, and the Contractor agrees that its sole right and remedy for any delay, hindrance or cause shall be that the Contractor shall be entitled to an extension of the Contract period, which is acknowledged to be adequate and full consideration to the Contractor for all delays, hindrances or causes.

- (f) Subject to the provisions of this Contract regarding "Overtime" and "Protest Work", Contractor shall perform Work as directed and as is customarily performed by the Contractor's respective trade, at no additional cost so long as overtime work beyond originally planned is not required.
- (g) Contractor shall perform punch-list work only at times as, in the judgement of the Trust's Project CM and the Trust, will not reasonably interfere with the activities of any other contractors, entities or individuals at the Site.

4.8 Overtime.

- (a) The Trust or CM shall have the right to expedite the Work and, with the prior written consent of the Trust, to direct the Contractor to work overtime in furtherance thereof.
- (b) Upon the receipt of such directive, the Contractor shall work such overtime as directed by the Trust or CM. In such event the Trust will reimburse the Contractor for actual additional wages paid by the Contractor in connection with such overtime work, provided that:
 - (i) The Trust has approved such overtime work in advance and in writing;
 - (ii) The Trust has determined that the Contractor is not behind in the Work;
 - (iii) The Contractor is not otherwise in default in any of its obligations under this Contract or in any of the terms and conditions of this Contract; and
 - (iv) The Contractor has, on a daily basis, submitted to the Trust's or CM's representative at the Site time slips covering said additional wages for verification and approval.
- (c) The Contractor shall not be entitled to any payment for overhead or profit with respect to such additional wages.
- (d) If the Trust, in its sole discretion, determines that the Contractor is:
 - (i) Behind in the Work;
 - (ii) Delaying the progress of the Project, the work of other contractors, or its own Work under this Contract, or at variances with the Project Schedule; or
 - (iii) Otherwise in default, as described in section 4.8(b)(iii)

then the Contractor shall, at its sole cost and expense, perform such overtime work with such additional personnel as the Trust or the CM may deem necessary for the Contractor to conform to the approved Work Schedules and otherwise keep abreast with the general progress of the Work at the Project.

- (e) Each and every refusal by the Contractor to commence overtime work as required by this Contract shall constitute an Event of Default.

4.9 Expediting.

- (a) The Contractor shall act immediately to procure and furnish all requisite Materials and Equipment necessary for the Contractor to commence deliveries and start the Work at the Project immediately upon the Commencement Date. The Contractor shall make deliveries of all such Materials and Equipment to the Project Site at such times (including overtime days or hours if necessary) so as to avoid delays to the Work or the Project.
- (b) The Contractor shall furnish and shall direct its Subcontractors to furnish such information to the Trust and CM as each may require regarding deliveries and production and in connection with the expediting of the Project.

4.10 Contract Final Completion.

- (a) The Contractor shall deliver a written Notice to the Trust to inspect the Work when the Contractor believes that the Work is complete. If the Trust determines that the Work is incomplete, the Trust or CM may, at the Trust's sole discretion, provide the Contractor with an Inspection Report.
- (b) If, after the inspection, the Trust or CM provides the Contractor with an Inspection Report, the Contractor shall promptly complete and/or correct all items listed in the Inspection Report.
- (c) The Contractor shall remain fully responsible to perform all Work to the Trust's full satisfaction whether or not an Inspection Report is provided to the Contractor by the Trust or CM.
- (d) The Contractor shall continue to perform all work and services necessary until such time as the Contractor has completed the Work to the full satisfaction of the Trust. The Trust shall have no liability or obligation as a result of the inspection, and the Contractor shall not be relieved of any of its obligations or duties under this Contract as a result of the conduct of any inspection or any acceptance resulting therefrom.
- (e) Final Completion of the Work shall not be deemed to have occurred until the Trust issues a written statement that the Work is complete to its full satisfaction, as determined by the Trust, in its sole discretion.

4.11 The Contractor shall not interfere with or object to such use by the Trust or the State/City and such use shall not give rise to any claim for damages or other cause of action by the Contractor against the Trust, the State, the City or any of their respective representatives or assigns.

ARTICLE 5 WORK HOURS

The Contractor shall perform the Contract work between the hours of 7:00 am to 5:00 pm, Monday through Friday, except as otherwise specified in the Contract Documents or otherwise directed by the Trust or CM. Notwithstanding the foregoing, in an emergency as determined by the Trust or other governmental authority, or when the Contractor is required to complete the Work in accordance with job progress, the Contractor may perform Work at other hours, but only upon the Trust's written consent thereto. The Contractor shall not be entitled to any extra compensation for any overtime charges or additional expenses for performance of Work during hours other than normal working hours set forth above or elsewhere in the Contract Documents unless the Trust shall have authorized such overtime charges or additional expenses in advanced and in writing.

ARTICLE 6 COMPENSATION AND PAYMENT

6.1 Maximum Contract Price. Subject to, and in accordance with this Article, the Trust shall pay to the Contractor, and the Contractor agrees to accept in full consideration for the Services, and for all expenses of the Contractor in connection therewith, including Subcontractors' costs, an amount not to

exceed the Maximum Contract Price, payable in accordance with this Article and as provided in Appendix C.

6.2 Overrun of Unit Price Items. An overrun is any quantity of a unit price item which the Contractor is directed to provide which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

- (a) For any unit price item, the Contractor will be paid at the unit price bid for any quantity up to one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the Work, the actual quantity of any unit price item required to complete the Work approaches the estimated quantity for that item, and for any reason it appears that the actual quantity of any unit price item necessary to complete the Work will exceed the estimated quantity for that item by twenty-five (25%) percent, the Contractor shall immediately notify the Trust or CM of such anticipated overrun. The Contractor shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule without written authorization from the Trust or CM.
- (b) If the actual quantity of any unit price item necessary to complete the Work will exceed one hundred twenty-five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the Trust and CM reserve the right and the Contractor agrees to negotiate a new unit price for such item. In no event shall such negotiated new unit price exceed the unit bid price. If the Trust and CM and Contractor cannot agree on a new unit price, then the Trust and CM shall order the Contractor and the Contractor agrees to provide additional quantities of the item on the basis of time and material records for the actual and reasonable cost, but in no event at a unit price exceeding the unit price bid.

6.3 Progress Payment.

- (a) As the Contract progresses, and provided that the Contractor is not in default of this Contract, but not more than once per month, at regular intervals as may be designated by the Trust, the Contractor may request a Progress Payment.
- (b) Each Request for a Progress Payment must be submitted to the PM or CM and must include the required forms set forth in Appendix D and Section 01290 of the Specifications, as well as any other such statements, records, reports, data, information and documentation, in any format now known or hereafter to become known, pertaining to this Contract as the Trust may require as well as other such forms as may be required by the Trust.
- (c) Each Application for Payment (“AFP”) submitted to the Trust by the Contractor shall constitute a representation that, except as specifically set forth in the AFP, as of the date of the AFP, all representations and warranties made by the Contractor in Article 13 are true, complete and accurate as if made as of the date of the submission of the AFP.
- (d) All Progress Payment documents must be in proper form, complete and duly executed. If the Trust or CM is not satisfied with the accuracy or completeness of the Progress Payment documents, the Trust or CM shall return the Progress Payment documents to the

Contractor, together with a statement listing inaccurate and incomplete items. No further Progress Payments shall be due to the Contractor until the Contractor shall submit new Progress Payment documents in accordance with the 's statement and the Trust and CM shall have approved such Progress Payment in writing.

- (e) When the Trust is satisfied that the Progress Payment documents are accurate and complete, the Trust will authorize payment to the Contractor of the amount set forth in the approved Progress Payment documents, less the Retainage set forth in Part I of the Contract. The Trust's rights under Part II, Section 6.6 or any other provision of the Contract shall not be abrogated by, but shall be in addition to the Trust's right to retain the Retainage identified in Part I. Upon satisfaction of the conditions to payment of the Retainage, the Trust will pay the Retainage to the Contractor upon approval of Final Payment, less any amount retained pursuant to Part II, Section 6.6.

6.4 Final Payment.

- (a) Upon Final Completion of the Work, the Contractor shall submit to the Trust or CM Final Payment Application as set forth in Appendix D Section 01290 and any other such statements, records, reports, data, information and documentation, in any format now known or hereafter to become known, pertaining to this Contract as the Trust may require as well as the following documents or other such forms as may be required by the Trust.
- (b) If the Trust or CM is not satisfied with the accuracy of or the completeness of the Final Payment Application ("FPA"), the Trust or CM shall promptly return the FPA to the Contractor, together with a statement listing the inaccurate, questionable or incomplete items. The statement shall be conclusive and binding upon the Contractor as to the amount due and all other items included therein. No payment shall be due the Contractor until the Contractor shall submit new Final Payment Application in accordance with the statement and until the Trust and CM shall have approved such documents in writing.
- (c) The Trust shall not be obligated to make Final Payment to the Contractor unless:
 - (i) The Contractor has completed all of the Work to the full satisfaction of the Trust and CM; and
 - (ii) The Contractor has provided and furnished all guarantees, warranties, manuals, training, as-built drawings and all other documents required under the Plans and Specifications and other Contract Documents.
- (d) When the Trust determines that Final Completion has been achieved, that all training has been completed and that all the conditions to making the Final Payment set forth in 6.4(a), (b) and (c) have been met, the Trust will authorize payment to the Contractor of the amount set forth in the approved Final Payments documents.
- (e) Final Payment by the Trust shall not act as an estoppel against the Trust or prevent the Trust from enforcing any right under this Contract or any rights that may accrue or have already accrued in law or in equity.

6.5 Payments for Certain Materials and Equipment. The Contractor may request payments for Materials and Equipment not incorporated in the Contract Work but delivered and suitably stored at the Work Site or some other location agreed upon in advance in writing, if:

- (a) The Contractor has requested such an arrangement and the Trust has approved the same in advance and in writing; and
- (b) The Contractor has submitted to the Trust in form and substance satisfactory to the Trust:
 - (i) Bills of sale or such other documentation that establishes the Trust's title to such Materials and Equipment;
 - (ii) Proof of insurance covering such Materials and Equipment;
 - (iii) Proof of acceptable and safe means of transporting such Materials and Equipment stored off the Work Site to the Work Site; and
 - (iv) Such other documentation as the Trust may require to protect its interest in and title to such Materials and Equipment.

6.6 Deductions from Payments.

- (a) The Trust may withhold payment of any amount otherwise due and payable to the Contractor hereunder:
 - (i) If the Trust shall have reasonable grounds for believing that:
 - (1) The Contractor will be unable to perform the Work or any portion thereof fully and satisfactorily in accordance with any approved Work Schedule; or
 - (2) A meritorious claim exists or will exist against the Trust, the State, the City, the Additional Insureds, or any of their respective representatives arising out of the act, mission or negligence of the Contractor or the Contractor's breach of any provision of the Contract.
 - (ii) As may be authorized pursuant to the terms and conditions of this Contract including, without limitation, amounts to cover the following:
 - (1) Retainage;
 - (2) Liquidated Damages;
 - (3) Deductions pursuant to Change Orders;
 - (4) Costs related to "Terminations for Cause";
 - (5) Security for warrantied Materials and Equipment and labor;
 - (6) Discharge of liens and claims;
 - (7) Costs of cleanup and rubbish removal;
 - (8) Costs incurred due to the Contractor's failure to coordinate its work with other contractors;
 - (9) Costs incurred due to delays caused to other contractors by the Contractor;
 - (10) Costs incurred due to inspection, testing and correction of Work; amount necessary to indemnify the Trust pursuant to any relevant indemnification provisions of this Contract;
 - (11) Amounts retained or paid to Subcontractors; or
 - (12) Amounts incurred to complete the Project satisfactorily in accordance with the State's MWBE Program and in order to meet the participation goal set for the Contract.

- (b) Any amount so withheld may be deducted from the Maximum Contract Price, or retained by the Trust for such period as it may deem advisable to protect the Trust, the State and the City against any loss and may, after written Notice to the Contractor, be applied in satisfaction of any claim herein described.
- (c) The Contractor shall, at its sole cost and expense, within five (5) days of written request therefor, file with the Trust and CM, a verified statement, in a form satisfactory to the Trust, certifying:
 - (i) The amounts then due and owing for labor performed and Materials and Equipment furnished under this Contract; and
 - (ii) The names and amounts due each Subcontractor that remains unpaid to date.

6.7 Payments Subject to Receipt of Insurance Policies/Endorsements. Unless otherwise agreed to in writing by the Trust, no payments shall be made to the Contractor unless:

- (a) The Contractor has submitted to the Trust copies of all Insurance Policies and Endorsements required by this Contract; and
- (b) The Trust determines that such Policies and Endorsements are acceptable.

6.8 Miscellaneous Payment Provisions.

- (a) Nothing contained in this Article 6 shall relieve the Contractor of its obligation to give Notice of claims pursuant to any other provision of this Contract.
- (b) The Contractor's acceptance of Final Payment from the Trust is a specific waiver and release of any and all claims that the Contractor may have against the Trust, the State or the City on account of or arising out of the Work.
- (c) All payments by the Trust may be:
 - (i) In the form of one or more separate checks and/or Electronic Funds Transfer ("EFT") which together total the amount due; and
 - (ii) Made payable, at the option of the Trust, either to the Contractor, to the Contractor and one or more of its Subcontractors, or directly to its Subcontractors.

If the Trust issues checks or makes EFTs to any parties other than or in addition to the Contractor, said checks and EFTs shall have the full payment value as presented on the face of the checks or as recorded for the EFTs in satisfaction of the Trust's obligation to pay the Contractor that the checks and EFTs would have if they were made payable only to the Contractor.

- (d) All payments hereunder shall be subject to all applicable federal, State and City laws, regulations, requirements and practice.
- (e) Any monies the Contractor shall receive in payment for the Work shall be received in trust and used by the Contractor to discharge all of its financial obligations with respect to the Work.

- (f) Payments to the Trust shall be made by check unless the Contractor is notified to make payments by EFT.
- (g) The Contractor, at its own expense, shall take all actions necessary to fully comply with the requirements of the Statewide Utilization Management Plan (“SUMP”) of the NYS Contract System. Contractor shall require all Subcontractors to comply with the requirements of SUMP and the NYS Contract System. These requirements include, but are not limited to, the Contractor’s timely payment to all Subcontractors and timely input in to the NYS Contract System of information, including but not limited to, information regarding Subcontractor payments and compliance with Contract requirements, including but not limited to Contract requirements for participation of Minority and Women Owned Business Enterprises in the performance of the Contract.

6.9 Payment Records.

- (a) In addition to and notwithstanding any other obligations under this Contract or as a matter of law related to the Contractor’s records, the Contractor agrees that its Payment Records shall be subject to examination, audit and post audit at any time during or after the performance of the Contract, by the following entities, individuals and/or respective representatives:
 - (i) The Trust;
 - (ii) The NYS Comptroller;
 - (iii) The State of New York;
 - (iv) The City of New York;
 - (v) And any other funding entity or governmental body.
- (b) The Contractor hereby grants its consent to all such audits. The Contractor shall maintain all such records and all other such documents and records required by the Trust and by this Contract at its business premises for a period of at least six (6) years from the date of Final Payment. The maintenance of such documents and records is a material part of the Contract Work.
- (c) In the event that an audit shall disclose that the Contractor has not strictly complied with the terms of this Contract or shall disclose any discrepancy in the Contract Work, then the Contractor shall immediately return to the Trust any monies overpaid to the Contractor as determined by said audit, plus any damages that may be or have been incurred by the Trust as a result thereof.

6.10 Tax Exempt Status. Pursuant to Section 1115(a)(15) of the New York State Tax Law, purchases of tangible personal property by the Contractor or its Subcontractors arising out of this Contract are exempt from sales and use tax imposed by Article 28 of the New York State Tax Law, to the extent that such property:

- (a) Is used to alter, maintain or improve, and becomes an integral component part of, the real property which is improved under this Contract; or
- (b) Remains tangible property and is installed on such real property.

This exemption does not apply to tools, machinery, equipment or other property leased by the Contractor or its Subcontractors, or to Materials and Equipment or other property that are consumed in the course of construction or for any other reason not incorporated into the real property which is improved under this Contract.

6.11 Exclusion of Tax from Maximum Contract Price. The Contractor represents and warrants that state and local sales tax has been excluded from the Maximum Contract Price, to the extent applicable. The Contractor and its Subcontractors shall be responsible for and shall pay any and all applicable taxes, including sales and use taxes imposed upon leased tools, machinery, equipment, and upon all other Materials and Equipment other than supplies or property not incorporated on the Work Site as provided by law. The Maximum Contract Price shall be deemed to include full payment and consideration for the sale of all Materials and Equipment necessary for the performance of the Contract.

6.12 Tax Exempt Certificates. The Contractor shall obtain and shall cause its Subcontractors and material suppliers to obtain necessary tax exempt certificates including, without limitation, Contractor Exempt Purchase Certificates (Form ST-120.1), and shall furnish and shall cause its Subcontractors to furnish the same to all persons or entities from which they purchase Materials and Equipment for the performance of the Contract Work.

6.13 Taxes.

- (a) The Trust is a public benefit corporation and as such is exempt from all sales taxes in New York State. Pursuant to the New York Tax Law Section 1115, the tax exemption includes materials purchased by the Contractor on the Trust's behalf and incorporated into the structures, buildings or real property of Hudson River Park. Accordingly, the Trust will not reimburse the Contractor for sales or use taxes over \$10.00 incurred in connection with the purchase of such materials. The Trust will provide the Contractor with a sales tax certification evidencing its tax exempt status for any such purchases.
- (b) The Contractor agrees to pay and hereby assumes full and exclusive liability for the payment of any and all contributions or taxes imposed by federal, state and city laws as applicable and which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on the Contract Work or by Material and Equipment costs.
- (c) The Contractor shall furnish the Trust with such payroll information or employment records including, without limitation, Payroll Reports in the form annexed hereto in Appendix D, and as may be necessary to assist the Trust in complying with any law imposing such contributions or taxes.
- (d) The Contractor agrees to reimburse the Trust for the entire amount of contributions, taxes or penalties that the Trust may be required to pay because of the failure of the Contractor to furnish such information or records, or because of the failure of the Contractor to pay such contributions or taxes.

ARTICLE 7
CHANGE ORDERS; PROTEST WORK

7.1 Changes in the Work. The Trust shall have the right and authority to order minor changes in the Work, if those changes do not involve any adjustment to the Maximum Contract Price. The Contractor shall promptly comply with any such interpretation or order. No change in the Work is effective unless the Trust executes and delivers a Change Order to the Contractor.

7.2 Change Orders and Additional Work Authorizations.

- (a) During the course of the Contract Work, the Trust may require a significant portion of the Work to be changed, added to or deleted. The Contractor shall perform all Change Order Work as directed and only if ordered to do so by the Trust pursuant to a written Change Order in the form provided by the Trust. Neither oral directives nor any writing not designated by the Trust as a Change Order shall constitute a Change Order.
- (b) Upon receipt of a Change Order or Additional Work Authorization from the Trust, the Contractor shall act promptly to carry out the instructions set forth in the Change Order or Additional Work Authorization.
- (c) If a proposal for a potential Change Order is requested by the Trust, the Contractor shall respond with a cost proposal within 7 days of receipt of the request.
- (d) If the Change Order adds or deletes the work or services of the Work, then the amount of the price to be paid or the credit to be taken for said Change Order Work shall be determined in one or more of the following ways, as may be applicable:
 - (i) If the Contractor and the Trust agree upon a lump sum amount or an amount based on a unit price value to increase or decrease the Maximum Contract Price for the Change Order Work, which amount shall be stated in the Change Order, the Maximum Contract Price shall be changed by such an amount; and/or
 - (ii) If this Contract and/or bid of the Contractor is based on unit prices which are applicable to the type of work or services involved in the Change Order Work, then said unit prices shall be used to set the value of the increase or decrease to the Maximum Contract Price for the Change Order; and/or
 - (iii) If the value of the Change Order Work cannot be determined pursuant to Section 7.2(d)(i) or 7.2(d)(ii) and prior to the performance of the Change Order Work and such Change Order Work is Extra Work, then the Contractor shall be paid for the performance of such Change Order Work in an amount equal to either of the following:
 - (1) With respect to Change Order Work performed by the Contractor, the sum of:
 - a) Contractor's Actual Costs;
 - b) Contractor's Additional Costs; and
 - c) Contractor's Profit (calculated at a rate of ten percent (10%) of the Contractor's Actual Costs)
 - (2) With respect to Change Order Work performed by a Subcontractor, the sum of:
 - a) Subcontractor's Actual Costs;
 - b) Subcontractor's Additional Costs;

- c) Subcontractor's Profit (calculated at ten percent (10%) of the sum of the Subcontractor's Actual Costs and Subcontractor's Additional Costs); and
 - d) An amount not more than five percent (5%) of the sum of Subcontractor's Actuals Costs, Subcontractor's Additional Costs and Subcontractor's Profit provided that the total of the mark-ups described in section 7.2(d)(iii)(2)a-d, inclusive shall not exceed twenty-seven percent (27%) of the Subcontractor's Actual Costs.
- (iv) If the value of the Change Order Work cannot be determined pursuant to Sections 7.2(d)(iii) above, and such Change Order is Deleted Work, then the amount of credit to the Trust shall not be less than the sum of the value of the Actual Costs, Additional Costs and Profits that the Contractor and all Subcontractors would have earned if the Deleted Work had been performed.
 - (v) When both debits and credits are involved in any one Change Order, the allowance for Additional Costs and profit, if any, shall be based upon the net increase resulting from the Change Order, if any.

7.3 Payment for Change Orders.

- (a) Payments for Change Orders shall not become due and payable to the Contractor until:
 - (i) The Contractor has performed the Change Order Work to the full satisfaction of the Trust;
 - (ii) The Contractor has submitted a complete and fully executed Change Order Form that sets forth the Contractor's agreement to and acceptance of the Change Order including, without limitation, the value and scope of the Change Order Work or such other form as may be acceptable to the Trust, plus any documentation the Trust may require.
- (b) The Trust may, in its sole discretion, make payments to the Contractor on account of any Change Order Work before the Change Order Work is complete, but payment will be limited to no more than eighty percent (80%) of the total cost of the Change Order Work complete to date, exclusive of any and all mark-ups for Profit and Additional Costs, provided that a Change Order Form for the full price of the Change Order has been signed by all Parties. The balance of such payments shall be made upon completion of the Change Order Work to the full satisfaction of the Trust.

7.4 Debits for Change Orders. If the Change Order results in a credit to the Trust, the Trust shall, as applicable, apply the deduction for said Change Order immediately upon the issuance of said Change Order against any funds due or become due under this Contract and/or any other Change Orders.

7.5 Protest Work. If the Contractor claims that any work or services requested by the Trust or being performed by the Contractor constitutes Change Order Work for which no Change Order has been issued, the Contractor must, before commencing such Work or services, and in no event any later than within fifteen (15) calendar days of the Contractor having actual or constructive knowledge of the claim or the cause thereof, submit a written Notice of Claim/Change Order Protest to the Trust. If the Contractor fails to submit a Notice of Claim/Change Order Protest to the Trust prior to commencement of the alleged Change Order Work within fifteen (15) days of the Contractor having actual or constructive knowledge of the claim or the cause thereof, the Contractor shall be deemed to have waived and shall be estopped from protesting such work or services as Change Order Work and the Contractor

shall be deemed to have acknowledged such work or services as part of the Contract Work. Notwithstanding any such claim or protest, the Contractor shall proceed to diligently perform the work or services in question, unless the Trust notifies the Contractor in writing not to perform such work or services.

7.6 Records for Change Order Work or Protest Work. During the course of its performance of any Change Order Work or any Protest Work, the Contractor shall furnish to the Trust and CM on a daily basis for each day the Contractor is performing such Change Order Work or Protest Work a written statement listing the following information:

- (a) The name of each worker employed on such work;
- (b) The number of hours each such worker has worked;
- (c) The type of work each such worker has performed;
- (d) The nature and quantity of any Materials and Equipment furnished or used in connection with such work; and
- (e) The identity of each individual or entity from whom such Materials and Equipment have been purchased or rented.

The Contractor's failure to comply with the requirements of this Section 7.6 shall be deemed a waiver of any claim for payment for such work or services as Change Order Work or Protest Work.

ARTICLE 8 SUBCONTRACTS

8.5 Subcontracts in General.

- (a) The Contractor may enter into one or more Subcontracts with Subcontractors for the purpose of performing the Work, subject to the Trust's prior written approval, which shall not be unreasonably withheld. The Trust, in its sole discretion, may require the Contractor to obtain written approval of any or all of the following:
 - (i) Each Subcontractor;
 - (ii) The scope of work or services to be performed by each Subcontractor;
 - (iii) The compensation to be paid to each Subcontractor;
 - (iv) The principal or other member(s) of the Contractor's staff responsible for supervising the performance of each Subcontractor's activities; and
 - (v) Subject to any other applicable provisions of this Contract including, without limitation, those set forth in this Article 8.
- (b) The Contractor, and not the Trust, is responsible for each Subcontractor's work, acts or omissions. Neither this Contract nor any Subcontract shall create any relationship or obligation on the part of the Trust to any Subcontractor.
- (c) In addition to any other right the Trust may have under this Contract in the event this Contract is subject to MWBE/DBE requirements, the Trust may reject, and it shall be reasonable for the Trust to withhold approval of any Subcontractor proposed by the Contractor if acceptance of the proposed Subcontractor would result in the diminution of the MWBE/DBE requirements.

- (d) The Contractor shall pay any Subcontractor approved by the Trust for work that has been satisfactorily performed no later than seven (7) days from the date of the Contractor's payments from the Trust.
- (e) The Contractor is solely responsible for the payments to the Subcontractors. Notwithstanding the foregoing, the Trust reserves the right, after three (3) calendar days prior written Notice, to retain any money due to the Contractor and to pay Subcontractors directly for Material and Equipment, labor, tools, services and all other obligations of the Contractor and to deduct the amount of any such direct payments from any payments or amounts then due or thereafter to become due to the Contractor.
- (f) The Contractor shall inform all Subcontractors fully of the terms and conditions of this Contract and shall include in every Subcontract, and enforce, all such terms and conditions, as applicable.
- (g) All Subcontracts shall contain the following provisions:
- (i) There is no privity of contract between the Subcontractor and the Trust, the State and the City;
 - (ii) Neither the Trust, the State nor the City will incur any liability by the virtue of any act, omission, negligence, or obligation of the Subcontractor or the Contractor;
 - (iii) The Subcontractor shall indemnify, defend and hold harmless the Trust, State, City and all other Indemnitees as defined in Article 10, Section 10.1 against any and all claims, judgements or liabilities to which they may be subject (including, without limitation, any and all claims for injuries to persons (including death) and damage to property) because of any negligence or any fault or default of the Subcontractor and/or its representatives or the breach of the Subcontractor's obligations under the Subcontract;
 - (iv) The Subcontractor's AFPs shall comply with the requirements and include the representations, warranties and agreements set forth in Article 6, Section 6.3;
 - (v) The Subcontractor shall maintain insurance during the performance of the work by the Subcontractor in compliance with the Insurance requirements in Appendix E.
 - (vi) The "Events of Default" set forth in Article 9, Section 9.3 as grounds for termination for cause shall be "Events of Default" and grounds for termination of the Subcontractor for cause;
 - (vii) The Subcontract may be assigned without the written consent of the Subcontractor to the State, City, the Trust or any other corporation, agency or instrumentality having authority to accept the assignment;
 - (viii) All work or services under the Subcontract shall strictly comply with the requirements of this Contract; and
 - (ix) A representation and warranty that the Subcontractor currently has no interest, and shall not acquire any interest, that would directly or indirectly conflict in any manner or degree with the performance of its work and no person having any such conflicting interest shall be employed in the performance of the Subcontract.
- (h) If the Contractor fails to include the provisions set forth in this Article 8 in any Subcontract, the Contractor hereby agrees to indemnify and hold harmless the Trust, the State, the City and all other Indemnitees as defined in Article 10, Section 10.1 against any and all claims, damages, awards, judgements, liabilities, expenses, fines, penalties, costs and/or fees

incurred by or imposed upon the Trust, the State, the City and their respective representatives, including reasonable attorneys' fees, as a result of said failure.

8.6 Indemnification against Subcontractor's Liens. The Contractor shall indemnify and hold harmless the Trust, the State, the City and all other Indemnitees as defined in Article 10, Section 10.1 against any and all Subcontractors' liens which may be filed. If the Contractor shall fail to promptly discharge all Subcontractors' liens, the Trust shall have no obligation to make any payment to the Contractor and shall have the right to discharge any liens which may be filed by any Subcontractor of any tier in accordance with the provisions of Article 14.

8.7 Subcontracts to Separate Materials and Equipment from Labor. All Subcontracts shall be in a form similar to this Contract with respect to the separation of the sale of Materials and Equipment from the work, labor, services, consumable supplies and any other items to be provided. All Subcontracts shall provide separate prices for Materials and Equipment and separate prices for all other services and items. Such separation shall actually be followed in practice, including the separation of payments for Materials and Equipment from the payments for other work, labor, and services to be provided.

ARTICLE 9 SUSPENSION OR TERMINATION

9.1 Delay, Postponement or Suspension of Work.

- (b) The Trust shall have the right to delay, postpone or suspend the Work, or any portion thereof, immediately or upon a specified date, for a period not more than ninety (90) days, upon written Notice to the Contractor and for any reason deemed by the Trust to be in its interest. The Contractor and all of its Subcontractors and their respective representatives shall cease all Work, or any portion thereof, immediately or as of the date specified in the Notice.
- (c) Any such delay, postponement or suspension shall not give rise to any cause of action for damages against the Trust, the State or the City, but the Contract Term specified in Part I of this Contract and the Contractor's time for the performance of the Contract Work shall be extended for the period of the delay, postponement or suspension.
- (d) In the event the Trust delays, postpones or suspends the Work for more than ninety (90) days, the Trust, after consultation with the Contractor, may:
 - (i) Terminate the Contract; or
 - (ii) Extend the Contract Term specified in Part I of this Contract and increase the Maximum Contract Price set forth in Part I of this Contract to include any additional mobilization or other costs incurred by the Contractor as a direct result of such delay, postponement or suspension; or
 - (iii) Negotiate a new contract with the Contractor.
- (e) The Contractor shall be solely responsible for securing the Contract Work, removing or correcting all hazardous conditions and ensuring that the Work Site is made safe and maintained in a safe condition to the Trust's satisfaction during any period of delay, postponement or suspension.

- (f) The Contractor shall resume the Work upon the date specified in the Notice or upon such other date as the Trust may thereafter specify in writing.

9.2 Termination for Convenience. The Trust shall have the right to terminate the Work, or any portion thereof, immediately or upon a specified date, upon written Notice to the Contractor and for any reason deemed by the Corporation to be in its interest.

9.3 Defaults and Termination for Cause.

- (a) In addition to any other right that the Trust may have, upon the occurrence of an Event of Default, the Trust shall have the right to declare the Contractor in default and terminate this Contract, in whole or in part, for cause, by giving Notice in writing to the Contractor of the cause and the date of such termination.
- (b) An “Event of Default” shall be deemed to have occurred if:
- (i) The Contractor becomes insolvent, files for bankruptcy or is adjudged a debtor under the U.S. Bankruptcy Code;
 - (ii) There is any material adverse change in the financial condition of the Contractor;
 - (iii) The Contractor fails to perform the Work in the method and manner required hereunder;
 - (iv) The Contractor fails to complete the Work, or any portion thereof, within the time limits provided in this Contract or any schedule approved by the Trust;
 - (v) The Contractor fails to assign workers, order Materials and Equipment or enter into Subcontracts in a manner sufficient to permit completion of the Work, or schedule approved by the Trust;
 - (vi) The Contractor voluntarily, or by operation of law, assigns, transfers, conveys or otherwise disposes of its interest in this Contract or its right to receive funds hereunder without the prior written consent of the Trust;
 - (vii) The Contractor violates any term, covenant or provision of this Contract;
 - (viii) The Contractor fails to comply with any Legal Requirement including, without limitation, any Applicable Statutes or any Applicable Agreements;
 - (ix) Any representation or warranty made by the Contractor in Article 13, in any other Article in this Contract or in any other Contract Document shall prove to be untrue, or be otherwise breached;
 - (x) In the judgement of the Trust, the conduct of the Contractor is such that the interests of the Trust are likely to be impaired or prejudiced; or
 - (xi) The Contractor fails to comply with the provisions of Article 18.

9.4 Effects of Termination for Convenience or for Cause.

- (c) The Contract, or such portion of the Contract described in the written Notice of termination, shall terminate as of the termination date set forth in such Notice, or immediately if no date is listed.
- (d) Upon receipt of a written Notice of termination, the Contractor, its Subcontractors and its representatives shall cease any or all Work, immediately or on the date specified, in

accordance with the terms of the Notice, and take all steps necessary to remove or correct all hazardous conditions and make the Work Site safe.

- (e) Termination, whether for convenience or for cause, shall not give rise to any cause of action for damages against the Trust, the State or the City.
- (f) Within ten (10) days after the effective date of termination, the Contractor shall surrender and turn over to the Trust all Work Product and any other materials related to this Contract requested by the Trust including, without limitation, all Materials and Equipment purchased by the Contractor in connection with this Contract.
- (g) If the termination was for cause, the Trust may, in its sole discretion, have the Work completed by another contractor or elect not to complete the Work.

9.5 Review of Costs Upon Termination. Upon termination with or without cause, the Contractor shall promptly present to the Trust a verified statement of all costs actually incurred prior to the date of termination, together with all documents in the Contractor's possession related thereto that the Trust may demand in order to verify such statement of costs including, without limitation, canceled checks, Subcontracts, and paid receipts and bills from Subcontractors. The Trust will promptly review the statement of costs and review or audit any supporting documentation provided by or in the Contractor's possession. The Trust will Notify the Contractor in writing of the results of such review and audit and the amount approved for payment.

9.6 Submission of Final Payment Documents. Upon receipt of the Trust's Notice pursuant to Section 9.5 above, the Contractor shall submit to the Trust, in proper form, all Final Payment documents, plus such other documentation as the Trust may require.

9.7 Payment Following Termination for Cause. If the termination was for cause, the Contractor shall receive such equitable compensation for all such Work as shall, in the judgment of the Trust, have been satisfactorily performed by the Contractor up to the date of the termination, such compensation to be fixed by the Trust, subject to any rights of audit provided herein, and subject to set-off by the Trust for any additional expenses the Trust incurs to complete the Work satisfactorily, including the expenses of engaging another contractor and all incidental expenses incurred by the Trust as a result of the termination for cause including, without limitation, all actual legal fees and accounting fees. The sum of (1) such additional expenses incurred by the Trust for the completion of the Work, and (2) payments made to the Contractor prior to the termination of the Contract shall hereafter be referred to as the "Contract Completion Costs".

9.8 Termination or Suspension Related to Unavailability of Funds. In addition to any other right to postpone, delay, suspend or terminate the Work or the Contract, if, pursuant to the Applicable Statutes or Applicable Agreements or otherwise, there shall be a suspension, termination or reduction of the Funds funding this Contract as a result of which Funds are not available for some or all payments under this Contract, the Trust shall also Notify the Contractor and the Contractor shall, and agrees to, cease to perform the activities specified in the Notice (permanently or temporarily, as specified in the Notice) on the date set forth therein, which may be immediately. The Contractor shall assume no further binding obligations in connection with any Contract Work specified in the Notice to be stopped after the date set forth in the Notice, except that such cessation need only be for the period of suspension if the specified Work is suspended rather than terminated. The award of Funds funding this Contract may

be suspended or terminated if the Contractor materially fails to comply with any term of such award. The award may also be terminated for convenience in accordance with the applicable statutes and agreements.

9.9 Release. Termination of this Contract, whether by expiration of its term or otherwise, shall not release the Contractor from any liability to the Trust or from the Contractor's indemnification and other obligations that survive the expiration or earlier termination of this Contract.

ARTICLE 10 **INDEMNIFICATION AND CLAIMS**

10.1 Indemnification. Notwithstanding anything to the contrary contained herein, the Contractor shall be responsible for all injuries to persons, including death, or damage to property sustained during its operations and performance of the Work, if and to the extent the same results from any act, omission, negligence, fault or default of Contractor or Subcontractors, or their employees, agents, servants, independent contractors or subcontractors retained by Contractor pursuant to the Contract. Contractor agrees to defend, indemnify and hold the Trust, the State of New York, the City of New York, and each of their respective offices, agencies, departments, commissioners, directors, officers, agents and employees and any other Additional Insureds (collectively the "Indemnitees") harmless from any and all claims, judgments and liabilities, including but not limited to claims, judgments and liabilities for injuries to persons (including death) and damage to property if and to the extent the same results from any act, omission, negligence, fault or default of Contractor or its Subcontractors, or their agents, employees, servants, independent contractors and subcontractors and from any claims against, or liability incurred by the Indemnitees by reason of claims against Contractor or its Subcontractors, or their employees, agents, servants, independent contractors and subcontractors for any matter whatsoever in connection with the Services performed under the Contract, including, but not limited to, claims for compensation, injury or death, and agree to reimburse the Indemnitees for reasonable attorney's fees incurred in connection with the above. Contractor shall be solely responsible for the safety and protection of all its Subcontractors, or the employees, agents, servants, independent contractors, or subcontractors of Contractor or its Subcontractors, and shall assume all liability for injuries, including death, that may occur to said persons due to the negligence, fault or default of Contractor, its Subcontractors, or their respective agents, employees, servants, independent contractors or subcontractors. To the maximum extent permitted by law, the defense and indemnity set forth in herein includes all liability, damages, loss, claims, subrogation efforts, demands and actions on account of personal injury, bodily injury (including injury to Contractor's employees) including death or property or economic loss (other than the Work itself) to any Indemnitee, any of the Indemnitees' employees, agents, licensees or invitees, or to any other persons or property, whether based upon, or claimed to be based upon, statutory (including Worker's Compensation), contractual, tort or other liability of Indemnitee.

This Subsection 1 shall survive the expiration or earlier termination of the Contract.

10.2 Claims or Actions Against the Trust.

- (a) In no event shall the Trust's aggregate liability hereunder in connection herewith or related to the performance of the Contract Work exceed the Maximum Contract Price. The Contractor acknowledges and agrees that it will be adequately compensated by money damages alone for

- any act or omission of the Trust and therefore specifically waives any and all right that it may have for equitable relief, including injunctive relief, in connection with this Contract.
- (b) Upon the Contractor's acceptance of Final Payment, the Contractor agrees that it shall be deemed to have released the Trust from any and all claims, causes of action and liability to the Contractor, its representatives, successors and assigns, in connection with this Contract or the performance of the Contract Work.
 - (c) The Trust's, the State's and the City's representatives shall have no personal liability in connection with this Contract or any failure of the Trust to perform its obligations hereunder.
 - (d) No person or entity shall have any right or claim against the Trust, the State, the City or any of their representatives by reason of the failure of the Trust to withhold money pursuant to any provision of this Contract permitting the Trust to do so.
 - (e) The Contractor agrees that it shall have no claim against the Trust for the damages, or in any action or proceeding at law or in equity, unless the Contractor shall give the Trust Notice of the existence of the claim within sixty (60) days after the cause of action arose, or the damages first became ascertainable, whichever shall occur first.
 - (f) The filing of a Notice of Appeal by the Trust in any judicial proceeding shall stay the enforcement of any judgment against the Trust, pending a resolution and final determination of that appeal, without the Trust posting any security and without any court order being obtained.
 - (g) If any claim is made or any action brought relating to this Contract or the Work, whether or not the Contractor is a party, the Contractor shall diligently render to the Trust and all assistance which the Trust may require of the Contractor, without compensation.
 - (h) The provisions of this Section 10.2 shall not waive, limit or in any way prejudice any other right of the Trust.

10.3 Contractor As Independent Contractor.

- (a) Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that in the performance of the terms, covenants and conditions of this Contract, the Contractor, its Subcontractors and their representatives shall not be deemed to be acting as agents, servants or employees of the Trust, the State or the City by virtue of this Contract or by virtue of any approval, permit, license, grant, right, or other authorization given by the State, City or the Trust or any of their respective representatives in connection with this Contract, but shall be deemed to be independent contractors performing construction work and services for the Trust, and shall be deemed solely responsible for all acts taken by them pursuant to this Contract.
- (b) The Contractor, its Subcontractors and their respective representatives shall not make any representation that they are agents, servants or employees of the Trust, the State or the City by virtue of this Contract or by virtue of any approval, permit, license, grant, right or authorization given by the Trust, the State or the City or any of their respective representatives.

- (c) The Contractor is solely responsible for the work, direction, compensation and personal conduct of its Subcontractors and their respective representatives.

ARTICLE 11
INSURANCE AND BONDS

11.1 Insurance. At all times during the performance of the Work or for such other time periods as the Trust may require, the Contractor, at its sole cost and expense, shall purchase and maintain the insurance described in Appendix E unless the Trust determines in writing, in its sole and absolute discretion, that such insurance limits may be waived or modified.

ARTICLE 12
MATERIALS AND EQUIPMENT AND LABOR

12.1 Materials and Equipment.

- (a) All Materials and Equipment used in the Work and/or to be permanently installed on the Work Site shall be new and of the best quality of the kind specified and approved, except as may be specified in the Plans and Specifications or otherwise approved by the Trust.
- (b) Intentionally Omitted.
- (c) The Contractor shall furnish satisfactory evidence of the kind and quality of all Materials and Equipment upon demand. If required by the Trust or CM, the Contractor shall obtain and deliver to the Trust the manufacturer's written recommendation that the Materials and Equipment are designed and appropriate for the use intended for this Contract.
- (d) The Contractor shall not use, but replace, at its sole cost and expense, any Materials and Equipment or Work that become damaged in any way during storage and delivery. Completed Work shall be free of dents, tool marks, warpage, buckling, open joints and any and all other defects.
- (e) The Contractor shall deliver and distribute Materials and Equipment as needed for the uninterrupted and speedy progress and completion of the Project and so as not to unreasonably encumber the Work Site, and in such a manner as the Trust or CM may direct. In furtherance thereof, at the Trust's or CM's direction, the Contractor shall cause the Materials and Equipment to be:
- (i) Manufactured in advance;
 - (ii) Warehoused either at the factory or elsewhere;
 - (iii) Delivered to the Site promptly when so instructed;
 - (iv) Relocated; or
 - (v) With respect to excess or defective Materials and Equipment, removed from the Site at the Contractor's sole cost and expense.
- (f) In addition to and without limiting the provisions of these General Terms and Conditions, the Contractor shall not overload any parts of the Work Site including, without limitation, floors, roofs, scaffolding and other installations, or any other part thereof.

- (g) Materials and Equipment delivered at the Work Site that will form a part of the Work shall not be removed without the prior consent of the Trust or CM.
- (h) If the Trust or CM determines that any of the Materials and Equipment, or any portion thereof, are faulty or defective in any respect, such Materials and Equipment or portion thereof, shall be replaced, at the Contractor's sole cost and expense, within five (5) days after written Notice to such effect from the Trust or CM. All subcontracts, agreements, guarantees, or warranties executed or delivered in connection with Materials and Equipment which are pre-purchased by the Contractor under this Contract and as provided in the Contract Documents shall contain a provision identical or substantially similar to the preceding sentence.

12.2 Labor. All labor performed on the Work Site shall be performed by skilled workers experienced in their respective trades and shall be of first class quality in accordance with the standards of the construction industry and the particular trade for the New York Statistical Metropolitan Area, as the Trust may deem appropriate and acceptable.

12.3 Evidence of Title/Absence of Encumbrances. All Materials and Equipment furnished or installed by the Contractor shall be free of all claims, liens and encumbrances including, without limitation, conditional bills of sale, security agreements, financing statements or chattel mortgages. At the request of the Trust, the Contractor shall furnish to the Trust such properly executed, acknowledged and delivered bills of sale and other instruments as may be required by the Trust to assure the Trust and/or the State/City of title to such Materials and Equipment, free of claims, liens and encumbrances. The Contractor shall mark or otherwise identify all such Materials and Equipment as the property of the Trust and/or the State/City, as the Trust may direct.

12.4 Title to and Responsibility Towards Materials and Equipment. Title to all Materials and Equipment to be sold by the Contractor to the Trust shall immediately vest in the Trust and/or the State/City upon delivery of such Materials and Equipment to the Work Site and prior to their becoming a part of a permanent structure. Notwithstanding such transfer of title, the Contractor shall, without cost to the Trust, and until such time as the Work is fully accepted by the Trust have full and continuing responsibility with respect to such Materials and Equipment including, without limitation, the following responsibilities:

- (a) To install them in accordance with the provisions of this Contract;
- (b) To protect them;
- (c) To maintain them in a proper condition;
- (d) To forthwith repair, replace and make good any damage thereto or any theft or disappearance thereof;
- (e) To furnish additional Materials and Equipment in the place of any that may be lost, stolen or rendered unusable; and
- (f) Any of the Contractor's other obligations hereunder.

12.5 Effect of Rejection. In the event that the Trust determines that any Materials and Equipment are defective or otherwise unsatisfactory and rejects them after title has passed to the Trust and/or the State/City, the Trust or CM will Notify the Contractor of the same in writing and title to all such Materials and Equipment shall be deemed to have been transferred back to the Contractor as of the date set forth in such Notice.

ARTICLE 13 **WARRANTIES AND GUARANTEES**

13.1 Warranties and Guarantees on Materials and Equipment. The Contractor shall obtain and deliver to the Trust all manufacturer's warranties and guarantees on all Materials and Equipment required by this Contract. The Contractor shall comply with all requirements related to all such warranties and guarantees. All such warranties and guarantees shall be:

- (a) In the name of the Trust and assignable to the State or City, as directed by the Trust; or
- (b) In the name of the Trust and the State/City; or
- (c) In such name or names as the Trust may otherwise direct.

13.2 Warranties and Guarantees on Contract Work. Unless otherwise specifically set forth in the Plans and Specifications or elsewhere in this Contract, the Contractor fully warrants and guarantees its Contract Work for a period of at least one (1) year from the date of Substantial Completion against any and all defects whether latent or patent in the Contract Work including, without limitation, all Materials and Equipment permanently installed on the Work Site. The Contractor shall promptly repair, replace, rebuild or restore, as the Trust may direct, all defective work and all defective Materials and Equipment during the applicable warranty period and shall pay all costs for all labor and all Materials and Equipment necessary to correct such defects. Upon the Contractor's failure to promptly repair, replace, rebuild or restore any such defect, the Trust may cause the same to be repaired, replaced, rebuilt or restored at the Contractor's expense and the Contractor shall promptly pay to the Trust all costs incurred by the Trust in connection therewith.

- (a) Warranties or guarantees shall not commence to run until all items below have been completed:
 - (i) The actual completion of the Work,
 - (ii) The Trust is in possession of and accepts all the specified guaranty and/or warranty documentation,
 - (iii) All turnover meetings, training, and other activities are complete, and
 - (iv) The Trust has received the specified close out documentation including, without limitation, any tools, materials, and manuals for the operation and maintenance of the system/equipment.
- (b) If specified in the Contract Documents, the Contractor shall include all costs associated with extending the guarantee/warranty period to cover the period in advance of the date of Substantial Completion of the project and the specified period after the date of Substantial Completion. The Contractor shall also provide maintenance for this extended period.

13.3 Intentionally Omitted.

13.4 Payment of Retainage. If, upon Final Payment, the Trust determines that the Contractor has faithfully performed all its obligations hereunder to the Trust's full satisfaction, the Trust will certify the same to the Contractor within twenty (20) days of the date of Final Payment. Within thirty (30) days of such certification, the Trust will pay, without interest, any Retainage retained by the Trust.

ARTICLE 14
LIENS AND CLAIMS

14.1 The Contractor shall not file, cause to be filed, or allow any person claiming by or through the Contractor to file any lien in any way related to this Contract without first giving the Trust and the CM ten (10) calendar days advance written Notice of the prospective lienor's intent to file such lien and the basis upon which a right of lien is claimed, including an express statement of the dollar amount of any claim pursuant to which it is claimed such right of lien arises.

14.2 The Trust or the CM shall have the right to cause any such lien to be canceled and discharged by bonding or otherwise in either of the following events:

- (a) If the Contractor or any person claiming by or through the Contractor, files or causes to be filed a lien without giving proper advanced Notice to the Trust and CM as required and as set forth above; or
- (b) If any Subcontractor or any person or entity claiming by or through such Subcontractor shall file or cause to be filed any lien, or the Contractor, upon Notice from the Trust or CM, fails to cause such lien to be canceled and discharged within ten (10) calendar days from such Notice.

14.3 Any expense so incurred by the Trust or CM in connection with such cancellation or discharge, including the premiums upon any bond furnished for such cancellation or discharge and reasonable attorneys' fee and disbursements, shall be paid by the Contractor upon demand or, at the option of the Trust, shall be deducted from any payment then due or thereafter becoming due to the Contractor.

14.4 The Contractor shall indemnify and hold harmless the Trust, the City and the State of New York and their respective representatives against any and all Subcontractors' liens that may be filed. If the Contractor shall fail to promptly discharge all Subcontractors' liens, the Trust shall have no obligation to make any payment to the Contractor, and shall have the right to discharge any liens that may have been filed by any Subcontractor of any tier.

ARTICLE 15
CONTRACT ADMINISTRATION

15.1 Trust's Construction Manager. The Trust may employ a Construction Manager ("CM") to coordinate the prosecution and completion of the Contract Work and all other work related to the Project. The Contractor acknowledges and agrees that the Trust's CM is not acting as a principal in respect of the Contract or the Project, that there is no privity of contract between the Contractor and

the CM and that nothing in the Contract Documents shall create any contractual relationship between the Trust's CM and the Contractor.

15.2 Trust's Construction Manager Responsibilities. Contractor acknowledges that in addition to any obligations and responsibilities the Trust's CM may have pursuant to its contract with the Trust, or as a matter of law, and without limiting said obligations and responsibilities, the Trust's CM will:

- (a) Determine in general that the Work is being performed in accordance with the requirements of the Contract Documents, keep the Trust informed of the progress of the Work, and endeavor to guard the Trust against defects and deficiencies in the Work.
- (b) Provide for coordination of the activities of other Contractors and of the Trust's own forces with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other Contractors and the CM and the Trust in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall constitute the schedules to be used by the Contractor, other Contractors, the CM and the Trust until subsequently revised.
- (c) Schedule and coordinate the activities of the Contractors in accordance with the latest approved Project Schedule.

15.3 No Release. In no event shall any act or omission on the part of the Trust's CM relieve or release Contractor of its responsibilities and obligations under this Contract.

ARTICLE 16

SAFETY AND PROTECTION OF PERSONS AND PROPERTY

16.1 Risk of Loss. The Contractor assumes the risk of loss or damage, whether direct or indirect and of whatever nature, to the Work or to any Materials and Equipment furnished, used, installed or received by the Trust, the Trust's CM, materialmen or workmen in preparation for and in performing the Work. The Contractor shall bear such risk of loss or damage until Final Completion or until final installation or removal of such Materials and Equipment from the Site, whichever event occurs last. Notwithstanding the status of any actual or potential recovery or claim under any insurance policy, in the event of any loss or damage to the Work, Contractor shall immediately repair, replace or make good any such loss or damage.

16.2 Protection of Property and Persons. The Contractor shall protect its Work and all Materials and Equipment through Final Completion in accordance with the standard industry methods so that the work or workers of other trades will not mar it during installation. The Contractor shall have full responsibility to install, protect and maintain all Materials and Equipment in proper condition and forthwith repair, replace and make good any damage thereto until Final Completion. The Contractor shall also temporarily protect any permanently installed work that may be damaged during the course of Contractor's Work. The Contractor, and not the Trust's CM or Trust, shall be responsible for any loss or damage that shall or may happen to the Work or any part or parts thereof or for any of the Materials and Equipment or other items used and employed in finishing and completing the Work, or for injury to any person or persons, whether workers or members of the public, or for damage to the property resulting from the acts, omissions, fault or default of the Contractor in connection with its obligations hereunder.

16.3 Protection Against Vandalism, Theft and Fire Damage. The Contractor shall take all necessary steps to protect and secure its Work, including all materials, tools, scaffolding, buildings, trailers, work shacks and other Materials and Equipment from vandalism, theft and fire damage, and the Trust's and the Trust's CM shall not be responsible for losses or damages to such items.

16.4 Compliance with Safety Laws. The Contractor and each subcontractor shall be responsible for compliance with Federal, State and local legal requirements related to safety, traffic, highway, fire, health and environmental protection, including but not limited to those listed, all as may be amended from time to time, and all standards, rules and regulations which have been or shall be promulgated by the parties or agencies which administer the same:

- (a) Construction Safety Act of 1969;
- (b) The William-Steiger Occupational Safety and Health Act of 1970;
- (c) Relevant provisions of the State and City codes, rules and regulations; and
- (d) All applicable Legal Requirements with respect to the use or storage of explosives or other hazardous materials or equipment, with respect to which the Contractor shall exercise the utmost care and shall conduct under the supervision of properly qualified personnel.

In addition to and without limiting any other indemnification and other obligations the Contractor may have under the Contract Documents, or as a matter of law or equity, the Contractor shall indemnify and hold harmless the Indemnitees from and against any and all costs and expenses incurred by the aforesaid parties including, but not limited to fines, penalties, attorneys' fees and expenses, work stoppages and corrective measures that may result from the acts or omissions by the Contractor, its Subcontractors and their respective representatives in failing to comply with the Legal Requirements or any other safety requirements set forth herein. The amount of such costs and expenses shall be charged to the Contractor's account. The provisions of this section are intended, and shall be construed, to emphasize rather than substitute for or contradict the provisions of the Contract relating to compliance with Legal Requirements and indemnification.

ARTICLE 17 **WORK PRODUCT**

17.1 Approval of Publicity. All materials publicizing the Contractor's Work in Hudson River Park hereunder must be:

- (a) Approved in writing by the Trust before any publication as to the Contractor's work shall be considered accepted and before distribution;
- (b) Revised by the Contractor in accordance with the directions of the Trust prior to approval; and
- (c) Prepared so as not to violate any Legal Requirement.

17.2 Work Product. Intentionally Omitted.

17.3 Confidential Information.

- (a) The Contractor shall hold all Confidential Information provided by the Trust in the strictest confidence. Contractor agrees to:
- (i) Use the Confidential Information solely for evaluation and the performance of the Work under this Contract;
 - (ii) Not disclose the Confidential Information outside of its employees and its Subcontractors that have agreed in advance in writing to be bound by the terms of this Section 17.3;
 - (iii) Limit dissemination to only those employees and Subcontractors who have a need to know the Confidential Information in order to accomplish the Work;
 - (iv) Execute any confidentiality agreements required by any governmental or other entities or individuals which provide any information, records, data, materials, documents or electronic files to Contractor for use in performance of the Work; and
 - (v) Not disclose the Confidential Information for three (3) years following Final Completion.
- (b) Contractor represents that it has adequate safeguards and procedures to protect the confidentiality of records and information and to limit dissemination only to authorized employees as necessary for the performance of the Work. All Confidential Information provided to Contractor shall remain the property of the Trust.
- (c) Contractor agrees that money damages would not be a sufficient remedy in the event of any breach of this Section 17.3 and that, in addition to all other remedies which may be available, the Trust shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Contractor shall hold harmless and indemnify the Trust for any and all claims, losses, expenses and/or damages arising out of breach of this Section 17.3 or unauthorized use of the Confidential Information.

17.4 Signs.

- (a) The Contractor agrees not to display any sign, trademark or other advertisement on or about the Project Site, except as may be approved or directed by the Trust in advance and in writing.

ARTICLE 18
RECORDS/AUDITS/INVESTIGATIONS/ETHICS

18.1 Preparation of Records/Trust's Right to Inspect Records and to Audit. The Contractor shall, concurrently with performance of the Contract, prepare substantiating records regarding performance of the Contract, including records of the Subcontractors and material suppliers. The Contractor shall maintain and keep, for a period of at least six (6) years after the date of payment of the final Application for Payment, all records and other data relating to the Work, including records of Subcontracts and material suppliers. Upon seven (7) calendar days' written notice, the Contractor shall make its records (including records of Subcontractors and material suppliers) available during normal business hours to the Trust or authorized representatives. The Trust and its authorized representatives shall be entitled to inspect, examine, review and copy the Contractor's records (including records of Subcontractors and material suppliers) at the Trust's reasonable expense within adequate workspace at the Contractor's facilities.

This right of inspection shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted along with the computations and projections used therein.

Records which relate to the Disputes clause of this Contract, or litigation, or the settlement of claims arising out of the performance of this Contract shall be made available until such appeals, litigation or claims have been disposed of.

18.2 False Statements/Information/Disclosure. Failure to comply with Section 18.1, providing false representations, false statements or inaccurate information submitted in accordance with Contract Documents, including but not limited to, an Application for Payment, a Claim or a Change Order, or false representations, false statements, or inaccurate information submitted to the Trust or the Trust's CM, or a determination that the Contractor participated in the kick-back of wages may result in one or more of the following actions:

- (a) Termination of Contract for cause, pursuant to Article 9.
- (b) Rejection of future bid/proposal submissions or disapproval of a contract or subcontract.
- (c) Withholding payments.
- (d) Criminal prosecution.
- (e) Civil prosecution under Article XIII of the NYS Finance Law the New York False Claims Act.
- (f) Rejection of a Claim or Change Order.
- (g) Deduction of the Trust's cost of an audit from the Contract amount.

18.3 Trust's Right to Investigate.

- (a) The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by the Trust.
- (b) The Contractor shall grant the Trust the right to examine all books, records, files, accounts, computer records, documents, and correspondence, including electronically-stored information, in the possession or control of the Contractor, its subsidiaries and affiliated companies and any other company directly or indirectly controlled by the Contractor, relating to the Contract. These shall include, but not be limited to: Subcontracts; bid files; payroll and personnel records; cancelled checks; correspondence; memoranda; daily reports of Work completed that day; schedules; reports; audits; vendor qualification records; original estimate files; Change Order/Contract amendment estimate files; detailed worksheets; Subcontractor, consultant and supplier proposals for both successful and unsuccessful bids; back-charge logs; any records detailing cash, trade, or volume discounts earned; insurance proceeds, rebates or dividends received; payroll and personnel records; tax returns; and the supporting documentation for the aforesaid books and records.
- (c) At the Trust's request, said materials shall be provided in a computer readable format, where available. At the request of the Trust, the Contractor shall execute such documents, if any, as are necessary to give the Trust access to Contract-related books, documents, or records, which are, in whole or part, under control of the Contractor but not currently in the Contractor's physical possession. The Contractor shall not enter into any agreement with a Subcontractor, consultant, or supplier, in connection with the Contract, that does not contain a right to audit clause in favor of the Trust. The Contractor shall assist the Trust in obtaining access to past and present Subcontractor, consultant, and supplier amendment/change order files (including detailed

documentation covering negotiated settlements), accounts, computer records, documents, correspondence, and any other books and records in the possession of Subcontractors, consultants and suppliers pertaining to the Contract, and, if appropriate, enforce the right-to-audit provisions of such agreements.

- (d) The Contractor shall assist the Trust in obtaining access to, interviews with, and information from all former and current persons employed and/or retained by the Contractor, for purposes of the Contract.
- (e) The Contractor shall require each Subcontractor to include in all agreements that the Subcontractor may hereinafter enter in to with any and all Subcontractors, consultants, and suppliers, in connection with the Contract, a right-to-audit clause in favor of the Trust conferring rights and powers of the type outlined in this Section 18.3. The Contractor shall not enter in to any Subcontract with a Subcontractor in connection with the Contract that does not contain such a provision. The Contractor shall not make any payments to a Subcontractor, consultant, or supplier from whom the Contractor has failed to obtain and supply to the Trust complete, accurate, and truthful information in compliance with a request from the Trust to the Contractor.
- (f) Any violation of the provisions of this Article 18 shall justify termination of this Contract and may result in the Trust's rejection of the Contractor's bids or proposals for future contracts and the deduction of the Trust's cost of an audit from the Contract amount.

18.4 Disclosure of Criminal Investigation.

- (a) The Contractor shall immediately notify the Trust in the event that any owner, partner, director, officer or employee of the Contractor, or its affiliated companies are subpoenaed or questioned in connection with any business-related criminal investigation, whether or not the owner, partner, director, officer or employee is, or is believed to be, the subject or target of such investigation, or is notified or otherwise learns that any owner, partner, director, officer or employee of the Contractor or its affiliated companies is under investigation for an alleged business-related violation of criminal law, or in the event that any premises or records of the Contractor are searched pursuant to a search warrant seeking evidence of a crime or crimes, unless otherwise precluded by law enforcement authorities.
- (b) The Contractor shall immediately notify the Trust in the event that any owner, partner, director or employee of the Contractor or its affiliated companies, the firm itself, or one of its affiliated companies is indicted or charged in an accusatory instrument for any business-related violation of state or federal criminal law, unless otherwise precluded by law enforcement authorities.
- (c) In the event that any owner, partner, director, officer, or employee of the Contractor is indicted or charged in an accusatory instrument for any business-related violation of local, state or federal criminal law relating to this Contract or any other Trust contract, the Trust may require the Contractor to remove said owner, partner, director, officer, or employee from any direct involvement in the affairs of the Contractor as it relates to this Contract and all other Trust contracts until the criminal matter is resolved. In the event that any owner, partner, director, officer, or employee of the Contractor is convicted of a business-related violation of local, state, or federal criminal law, the Trust may require the Contractor to permanently remove said individual from any direct involvement in the affairs of this Contract and all other Trust contracts.

- (d) In the event that the Contractor or any owner, partner, director, officer, or employee of the Contractor is convicted of a business-related violation of local, state, or federal criminal law, the Trust may schedule a hearing with the Contractor to determine the Contractor's responsibility to continue work under this Contract and other Trust contracts. Following this hearing, the Trust may, at its sole discretion, take one or more of the following actions:
1. Terminate this Contract.
 2. Require the Contractor, at its own expense, to hire an independent private-sector inspector general to monitor its activities, institute procedures and conduct internal inquiries as prescribed by the Trust.
 3. Increase retainage to an amount not to exceed ten percent (10%).
 4. Take any other remedial action deemed appropriate.

18.5 Anti-Riot Provisions.

- (a) The Contractor agrees that no part of the Contract funds shall be used to make payments, give assistance, or supply services, in any form, to any individual convicted in any federal, state, or local court of competent jurisdiction for inciting, promoting, or carrying on a riot, or engaging in any group activity resulting in material damage to property or injury to persons found to be in violation of federal, state or local laws designed to protect persons or property.

18.6 Ethical Conduct.

- (a) To promote a working relationship with the Trust based on ethical business practices, the Contractor is expected to:
1. Furnish all goods, materials and services to the Trust as contractually required and specified.
 2. Submit complete and accurate reports to the Trust and its representatives as required.
 3. Not seek, solicit, demand or accept any information, verbal or written, from the Trust or its representatives that provides an unfair advantage over a competitor.
 4. Not engage in any activity or course of conduct that restricts open and fair competition on Trust-related projects and transactions.
 5. Not engage in any course of conduct with Trust employees or its representatives that constitutes a conflict of interest, in fact or in appearance.
 6. Not offer or give any unlawful gifts or gratuities, or engage in bribery or other criminal activity.

18.7 Continuing Integrity.

- (a) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Trust or the Trust's designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- (b) The Trust, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when the Trust discovers information that calls in to question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the terms of the suspension order. Contract activity may resume at such time as the Trust issues a written notice authorizing resumption of performance of the Contract.

- (c) Notwithstanding any provision of this Contract, upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate Trust staff, the Contract may be terminated by the Trust at the Contractor's expense where the Contractor is determined by the Trust to be non-responsible.

18.8 Anti-Bribery.

- (b) In performing its obligations under this Contract, Contractor will ensure that it (and its suppliers, subcontractors and other participants in its supply chains) will conduct its business and perform its obligations under this Contract, to ensure compliance with all applicable commercial and public anti-bribery laws ("Anti-Bribery Laws"), including the U.S. Foreign Corrupt Practices Act of 1977. Furthermore, Contractor will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform. "Government officials" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties.
- (c) Contractor will make commercially reasonable and good faith efforts to comply with the Trust's anti-bribery due diligence process, including, without limitation, providing information requested by the Trust. The Contractor will implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains to ensure that there are no anti-bribery law violations in its supply chains that serve the Contract Work.
- (d) Contractor agrees to include in all subcontracts terms that are at least as protective of the Trust as the terms of this Contract, including compliance with Anti-Bribery Laws. Contractor remains responsible for compliance of such subcontractors and its personnel in all respects with this Contract.
- (e) Contractor will keep complete and accurate records relating to this Contract. During the Term, the Trust may audit Contractor's relevant records to confirm Contractor's compliance with this Section. The auditor will only have access to those books and records of Contractor which are reasonably necessary to confirm such compliance.
- (f) The Trust may terminate this Contract immediately upon written notice to Contractor if the Trust proves that Contractor has violated or caused the Trust to violate any Anti-Bribery Laws.

ARTICLE 19

DIVERSITY AND WORKFORCE REQUIREMENTS

19.1 Equal Employment Opportunity (EEO) and Opportunities for Minority and Women Owned Business Enterprises (MWBE).

- (a) The Trust is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140 through 145 of Title 5 of the NYCRR for all procurement contracts with a value:

- (i) In excess of \$25,000 for labor, services, equipment, materials or any combination of the foregoing; or
 - (ii) In excess of \$100,000 for real property renovations and construction.
- (b) The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Trust, to fully comply and cooperate with the Trust in the implementation of NYS Executive Law Article 15-A entitled, "Participation By Minority Group Members And Women With Respect to State Contracts", and the regulations promulgated thereunder. These requirements include: equal opportunities for minority and women-owned business (EEO) and contracting opportunities for NYS certified minority and women-owned business enterprises (MWBE). The Contractor's demonstration of good faith efforts pursuant to 5 NYCRR § 142.8 shall be part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of the nondiscrimination provisions required by NYS Executive Law 15 (the Human Rights Law) and other applicable federal, state and local laws.
- (c) The Contractor shall comply with MWBE Contract Requirements as set forth in Appendix F.

19.2 Service Disabled Veteran Owned Businesses.

- (a) Veterans' Services Law Article 3 provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Business (SDVOB), thereby further integrating such businesses into New York State's economy. The Trust recognizes the need to promote the employment of service-disabled veterans and to ensure the certified SDVOBs have opportunities for maximum feasible participation in the performance of Trust contracts.
- (b) The Contractor shall comply with SDVOB Contract Requirements as set forth in Appendix F.

ARTICLE 20 **GOVERNING LAW AND VENUE**

20.1 New York Law Governs. The Contract shall be governed by and construed in accordance with the laws of the State of New York.

20.2 Venue. The Parties agree that any and all claims asserted by or against the Trust arising under this Contract or related hereto shall be heard and determined either in the Federal Courts, located in the City of New York or in the New York State Courts located in the City and County of New York. To effect this agreement and intent, the Contractor agrees as follows:

- (a) If the Trust initiates any action against the Contractor in Federal Court or in New York State Court, service of process may be made on the Contractor in person, wherever the Contractor may be found, or by registered mail addressed to the

Contractor at its Notice Address as set forth in Part I of this Contract, or to such other address as the Contractor shall have provided to the Trust in writing.

- (b) With respect to any action between the Trust and the Contractor in New York State Court, the Contractor hereby expressly waives and relinquishes any rights it might otherwise have to:
1. to move to dismiss on grounds of *forum non conveniens*;
 2. to remove to Federal Court; and
 3. to move for a change of venue to a New York State Court outside New York County.
- (c) With respect to any action between the Trust and the Contractor in Federal Court located in the City of New York, the Contractor expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a Federal Court outside the City of New York.
- (d) If the Contractor commences any action against the Trust in a court located other than in the City and State of New York, then, upon request of the Trust, the Contractor shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is pending will not or cannot transfer the action, the Contractor shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in the City of New York.

ARTICLE 21

OTHER STANDARD PROVISIONS

21.1 Diesel Emissions Reduction.

- (a) The Contractor shall certify that heavy duty vehicles, as defined in the NYS Environmental Conservation Law (ECL) Section 19-0323 and Title 6 of the New York Codes Rules and Regulations, Part 248 (6 NYCRR 248), will comply with the rules, regulations and provisions pursuant to ECL Section 19-0323, and 6 NYCRR 248, which requires the use of Best Available Retrofit Technology and Ultra Low Sulfur Diesel to the extent required by law unless specifically waived by the NYS Department of Environmental Conservation (DEC). Qualification for a waiver will be the responsibility of the Contractor.

21.2 State and Federal Labor Law Provisions.

- (a) All applicable provisions of NYS Labor Law shall be carried out in the performance of the Work.

(b) The Contractor specifically agrees, as required by NYS Labor Law, Sections 220 and 220-d as amended, that:

1. No worker, in the employ of the Contractor, any Subcontractor or any other person doing or contracting to do the whole or any part of the Work contemplated by the Contract shall be permitted or required to work more than eight (8) hours in any one (1) calendar day and more than five (5) days in any one week, except in the extraordinary emergencies set forth in NYS Labor Law.

2. The wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by NYS Labor Law. Each laborer, worker or mechanic employed by the Contractor, any Subcontractor or any other person doing or contracting to do the whole or any part of the Work contemplated by the Contract shall be paid not less than the prevailing rate of wages as defined by NYS Labor Law and shall be provided not less than the supplements as required by NYS Labor Law.

3. The minimum hourly rate of wage to be paid and supplements provided shall be not less than that required by the NYS Labor Law and as shall be designated by the Commissioner of Labor of the State of New York.

4. The Contractor and all Subcontractors shall post in a prominent and accessible place on the Site, a legible statement of all minimum wage rates and supplements to be paid or provided for the various classes of workers engaged in the performance of the Work and all deductions, if any, required by law to be made from unpaid wages actually earned by any worker so engaged.

5. The Contractor and all Subcontractors shall provide each worker a written notice of the prevailing wage rate for each of the worker's particular job classifications on each pay stub and, as required by the NYS Labor Law, written notice that includes the telephone number and address for the Department of Labor and a notice informing all workers of their right to contact the Department of Labor if a worker is not receiving the proper prevailing rate of wages and/or supplements for a worker's particular job classification.

6. The Contractor shall be responsible for obtaining prevailing wage rate updates directly from the NYS Department of Labor, either by accessing its website <http://www.labor.state.ny.us> or a written request to the Bureau of Public Works.

(c) The minimum wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade which such persons are learning under the direct supervision of journeyman mechanics as an individual registered in an apprenticeship program which is duly registered with the Commissioner of Labor of the State of New York in conformity with the NYS Labor Law. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the Contractor or any Subcontractor shall not exceed the number permitted by the applicable standards of the NYS Department of Labor, or, in the absence of such standards, the number permitted under the usual practice prevailing between the unions and the employers' association of the respective trades or occupations.

(d) All workers of the Contractor and all Subcontractors shall be paid in accordance with the provisions of the NYS Labor Law. The Contractor and Subcontractor must electronically provide certified payroll records to the New York State Department of Labor through the *Electronic*

Certified Payroll Records Database under Article 8 of the NYS Department of Labor Law. Payroll information must be reported every 30 days and is a condition precedent to payment of any sums due and owing Contractor or any Subcontractor for Work performed upon the Project.

- (e) The Contractor agrees that, in case of underpayment of wages to any worker engaged in the Work by the Contractor or any Subcontractor, the Trust shall withhold from the Contractor out of payments due an amount sufficient to pay such worker the difference between the wages required to be paid under the Contract and the wages actually paid such worker for the total number of hours worked, and that the Trust may disburse such amount so withheld by the Trust for and on account of the Contractor to the worker to whom such amount is due. The Contractor further agrees that the amount to be withheld pursuant to this paragraph may be in addition to the amounts and percentages to be retained by the Trust pursuant to other provisions of the Contract.
- (f) Pursuant to subdivision 3 of Section 220 and Section 220-d of the NYS Labor Law, the Contract shall be forfeited and no sum paid for any Work done thereunder upon a Contractor's or Subcontractor's second conviction for willfully paying or providing less than:
1. The stipulated wage scale or supplement as established by the fiscal officer.
 2. The stipulated minimum hourly wage scale and supplements as designated by the Commissioner of Labor of the State of New York.
- (g) If the project is Federally funded in part or whole and therefore subject to the requirements of the Davis Bacon Act, the U.S. Department of Labor's government-wide implementation of the Act, or to Federal program legislation, the Contractor shall pay the higher of either NYS Department of Labor prevailing wage rates or wages established for the locality of the project by the U.S. Department of Labor.
- (h) The Contractor specifically agrees that all workers engaged on the Site, whether employees of the Contractor, Subcontractor, or other person performing or contracting to do any part of the Work, shall be certified, prior to performing any Work, as having successfully completed the OSHA 10-hour construction safety and health course as required by NYS Labor Law Section 220-h.

21.3 Nondiscrimination.

- (a) To the extent required by Article 15 of the NYS Executive Law (also known as the Human Rights Law) and all other NYS and United States statutory and constitutional non-discrimination provisions, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law..
- (b) If the Contractor is directed to do so by the Trust, the Contractor shall request each employment agency, labor union or authorized representative of workers with which the Contractor has a collective bargaining agreement or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital

status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law,, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations under Articles 15 and 15A of the NYS Executive Law.

- (c) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination. age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law.
- (d) The Contractor shall include the provisions of subparagraphs a, b, and c above in every Subcontract and purchase order in such a manner that such provisions will be binding upon each Subcontractor and vendor as to the operations for the Contract to be performed within the State of New York.
- (e) Pursuant to NYS Labor Law, Section 220-e the Contractor specifically agrees:
1. That in the hiring of employees for the performance of Work under the Contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, but limited to operations performed within the territorial limits of the State of New York, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the Work to which the employment relates.
 2. That no Contractor, Subcontractor, nor any person on behalf of such Contractor or Subcontractor shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under the Contract on account of race, creed, color, disability, sex, or national origin.
 3. That there may be deducted from the amount payable to the Contractor, by the Trust under the Contract, a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms of the Contract.
 4. That the Contract may be canceled or terminated by the Trust and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this Section of the Contract.

21.4 No Waiver. Failure by the Trust to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach shall constitute a waiver of any such breach or such term or condition. No term or condition of the Contract to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the Trust. No waiver of any breach shall affect or alter the Contract, but each and every term and condition of the Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. Contractor hereby waives any and all rights and remedies to which Contractor might otherwise be or become entitled to because of any wrongful act or omission of the Trust saving only Contractor's right to money damages.

21.5 Provisions Required by Law Deemed Inserted. Each and every provision of law and governmental regulation required by law to be inserted in the Contract shall be deemed to be inserted therein and the Contract shall be read and enforced as though so included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall be deemed to be amended to make such insertion or correction. If the Contract contains any unlawful provision, the same shall be deemed of no effect and shall, upon the application of either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

21.6 Reimbursement of Legal Fees. In the event that Contractor and the Trust are involved in a legal proceeding relating to any part of the Contract, Contractor shall reimburse the Trust for all costs associated with said legal proceeding, including, but not limited to, court costs and reasonable attorney's fees incurred by the Trust where: (1) during said legal proceeding, a final determination by a neutral third party finds the Contractor to have materially breached the terms of the Contract; or (2) Contractor initiates said legal proceedings against the Trust and/or its directors, officers, or employees and Contractor does not prevail in such action.

21.7 Assignment by the Trust. The Trust may transfer and assign any and all of its rights and obligations under the Contract, including transferring and assigning its rights to the Contractor's performance of any portion of the Services provided for herein, together with the Trust's obligations and rights pertaining to such portion of Services, to any partnership, trust, governmental agency or department or other entity that the Trust determines has undertaken or will undertake any part of the Contract. The Trust shall provide the Contractor written notice of any such transfer and assignment. Such transfer and assignment shall relieve the Trust of any further liability or obligation hereunder.

21.8 Contract Interpretations. If, after execution, any interpretation of this Contract is needed, or if any actual or apparent conflict between any two or more provisions of the Contract is discovered, then the Contract or such conflict shall be interpreted by the Trust's President and that interpretation shall be conclusive and binding. In the event of any dispute between the Trust and the Contractor as to whether or not the Contract Work is completed, the most recent Inspection Report shall be binding and conclusive.

21.9 Contractor Performance Evaluations. The Trust may, in its sole discretion, perform interim evaluations and/or a final evaluation of the Contractor's performance. In the event the Trust performs a final evaluation, the Trust will send a copy to the Contractor not later than thirty (30) calendar days after Final Completion. The Contractor may respond in writing to the final evaluation not later than fifteen (15) calendar days after receipt of a copy of the final evaluation. The Contractor's response, if any, will be affixed to the final evaluation. The Contractor's failure to respond may result in the Contractor's responses to future procurements in connection with this Project or any other of the Trust's projects, if any, being reviewed by the Trust without the benefit of the Contractor's response to such final evaluation.

21.10 Entire Agreement/Amendment. The Contract constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, express or implied, which is not contained in the Contract shall be binding or valid and the Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto.

21.11 Interests of Others. Nothing in the Contract shall be construed to give any person other than the Trust and Contractor any legal or equitable right, remedy or claim. The Contract shall be held to be for the sole and exclusive benefit of the Trust and Contractor.

(a) The State of New York, including its Office of Parks, Recreation and Historic Preservation and its Department of Environmental Conservation, and the City of New York are not parties to this Contract and in no way shall either be responsible to any party for any claims of any nature whatsoever arising or which may arise from this Contract unless the State or the City expressly takes over this Contract and then only as to claims arising after such Contract is taken over by either New York State or New York City.

21.12 Modification. No change, termination or attempted waiver of any of the provisions of the Contract shall be binding unless evidenced in a writing signed by both parties.

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

21.14 Right Not Exclusive. The Trust's rights and remedies specified in this Contract, including in these General Terms and Conditions, are not exclusive, but shall be in addition to any other rights that the Trust may have under this Contract, at law or in equity.

21.15 Captions. Captions contained in the Contract are inserted only as a matter of convenience and shall not affect the construction or interpretation of any of the provisions hereof.

PART III
BID/RFP DOCUMENTS

(INCORPORATED BY REFERENCE)

PART IV

I. SCOPE OF WORK

[SEE RFP SCOPE OF WORK]

PART V
APPENDICES

APPENDIX A	STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS
APPENDIX B	DEFINITIONS
APPENDIX C	BID/FEE AND COST SCHEDULE
APPENDIX D	PAYMENT FORMS
APPENDIX E	INSURANCE AND BOND REQUIREMENTS
APPENDIX F	DIVERSITY AND WORKFORCE REQUIREMENTS (M/WBE; SDVOB; EEO)
APPENDIX G	COMPLIANCE WITH THE STATE UTILIZATION MANAGEMENT PROGRAM

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

APPENDIX B
DEFINITIONS

The defined terms below shall have the following corresponding meanings in the annexed Contract (as defined herein) unless otherwise defined or the context otherwise requires.

Actual Costs	The base wages paid to laborers, including all insurance, welfare and other fringe benefits and payments to labor organizations; the costs of Materials and Equipment purchased, including transportation costs and credit for all discounts; the actual cost of additional insurance necessitated by the Change Order Work; the cost of installation, dismantling, maintenance and operation of plant and equipment necessitated by the Change Order Work, including transportation to and from Work Site and rental cost thereof (or rental value of Contractor-owned plant and equipment but not tools); all as documented to the Trust's satisfaction.
Additional Costs	10% of Actual Costs, as compensation for all other costs related to Change Order Work, including, without limitation, field and home office overhead and small tool costs.
Additional Insured(s)	The parties named in Appendix E as "Additional Insureds".
Additional Work Authorization	The written approval issued by the Trust for additional Contract Work that cannot be accomplished by a lump sum change order. The Additional Work Authorization establishes a maximum dollar amount for the additional work to be performed through time and material or unity prices for unestablished quantities. The Contractor may only proceed with the work up to the value of the Additional Work Authorization.
Completion Date	The date by which all Work must be completed, as determined by the Trust.
Extra Work	Any work in addition to the Work initially required to be performed by the Contractor pursuant to the Contract Documents.
Legal Requirements	Any and all laws, rules, regulations, orders, ordinances, statutes, codes, executive orders, resolutions and requirements of all federal, state and local governmental authorities, agencies, departments or bureaus having jurisdiction over the Work Site or Contractor applicable now or at any time during the Term, including, without limitation, the Hudson River Park Act and the requirements and restrictions contained in or established by the Hudson River Park Rules and Regulations (21 NYCRR Part 751), the Federal Clean Water Act and New York State Navigation Law, and the New York City Noise Control Code.
Work	The work specified and the obligations imposed under the Contractor under this Contract, including the Scope of Work, whether completed or

	partially completed, and including all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.
--	---

APPENDIX C
FEE AND COST SCHEDULE

APPENDIX D
PAYMENT FORMS

APPENDIX E
INSURANCE AND BOND REQUIREMENTS
1. INSURANCE

- a) Upon the execution date of the Contract or as of the date indicated in a “Notice to Proceed”, the Contractor shall provide the Trust with (i) Certificates of Insurance naming the Additional Insureds set forth below and, (ii) at the request of the Trust, the “Schedules of Forms and Endorsements” and copies of the Forms and Endorsements evidencing compliance with all coverage requirements contained in this Appendix E. Such certificates and Schedules of Forms and Endorsements shall be in form and substance acceptable to the Trust. Acceptance and/or approval of such certificates and/or Schedules of Forms and Endorsements and copies of the Forms and Endorsements by the Trust do not, and shall not, be construed to relieve the Contractor of any obligations, responsibilities or liabilities under this Appendix E.
- b) All insurance required by this Appendix E shall include the following as “Additional Insured” if such coverage is available under such insurance policies: Hudson River Park Trust, the State of New York, the City of New York, and each of their offices, departments, agencies, officials, directors and employees. The Trust offices are located at Pier 40 - 353 West Street, Suite 201, New York, NY 10014 - Attn: Insurance Manager. The Additional Insured protection on the General Liability policy shall be provided on form CG 20 10 11 85 or its equivalent, or may be obtained through a combination of CG 20 10 07 04 and CG 20 37 07 04 or their equivalents. Additional Insured coverage must apply to direct and vicarious liability for both on-going and completed operations.
- c) Contractor shall require that any subcontractors or sub-subcontractors that perform work for the Contractor under this Contract in a sub-contract amount of **Five Thousand Dollars (\$5,000)** or more carry insurance with the same limits and provisions provided herein unless otherwise approved by the Trust on a case-by-case basis. All subcontractor insurance policies must include ISO Endorsement CG 20 38 or its equivalent to ensure additional insured protection is afforded the Trust without regard to privity of contract.
- d) Each insurance carrier must be rated at least “A-” Class “VII” in the most recently published A.M. Best’s Insurance Report. If, during the term of the policy, a carrier’s rating falls below “A-” Class “VII”, the insurance policy must be replaced no later than the renewal date of the policy with an insurer acceptable to the Trust and rated at least “A-” Class “VII” in the most recently published A.M. Best’s Insurance Report.
- e) Contractor shall cause all insurance to be in full force and effect as of the execution date of the Contract, or as of the date indicated in a “Notice to Proceed” if issued by the Trust, and to remain in full force and effect throughout the Term of the Contract and as further required by this Appendix E. Contractor shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

All required insurance must:

1. Be primary and non-contributing to any insurance or self-insurance maintained by the Trust.

2. Be obtained at the sole cost and expense of Contractor or its respective subcontractor(s), and shall be maintained with insurance carriers authorized to do business in New York State and acceptable to the Trust.
3. Provide written notice to the Trust, at least thirty (30) days prior to the termination, cancellation or non-renewal of such insurance policies; notice shall be sent, via express or certified mail to:

Hudson River Park Trust
Attn: Insurance Manager
353 West Street
Pier 40, Second Floor
New York, NY 10014

4. Be solely responsible for the payment of their respective deductibles and self-insured retentions to which such insurance policies are subject. Self-Insured Retentions may not exceed **Twenty-Five Thousand (\$25,000)** per claim unless otherwise approved by the Trust. General liability and umbrella/excess policies shall contain no deductibles in excess of **Twenty-Five Thousand Dollars (\$25,000)** per claim unless otherwise approved by the Trust.
- f) Under no circumstances shall any insurance policies exclude coverage for claims that result from the imposition of New York Labor Law or for any Public Open Space or any portions of the premises used or for Public Access and Public Benefit Uses.
 - g) Upon the renewal date of any insurance policies, the Contractor shall supply the Trust with updated replacement proofs of coverage on Certificates of Insurance.
 - h) Contractor shall cause to be included in each of its insurance policies a waiver of the insurer's right of subrogation against the Trust and/or any Additional Insureds.
 - i) Contractor, throughout the Term of the Contract, or as otherwise required by this Appendix E, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Appendix E, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):
 - (1) **Commercial General Liability Insurance** with a limit of not less than **Five Million Dollars (\$5,000,000)** per occurrence. Such insurance shall be written on ISO Form CG 00 01 12 07 or substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, personal and advertising injury, cross liability coverage, blanket contractual liability (including tort liability of another assumed in a contract), extended bodily injury coverage, and damage to rented premises. If such insurance includes an aggregate limit, it shall apply separately on a per project or per location basis. This requirement applies only to the General Liability policy, it does not apply

to the Umbrella Liability policy. If the Contractor's work includes construction activities of any kind, then the Contractor must include a completed Acord 855 NY form when providing evidence of insurance.

(2) **Comprehensive Business Automobile Liability Insurance** with a limit of not less than **One Million Dollars (\$1,000,000)** Combined Single Limit. Such insurance shall cover owned, leased, hired and non-owned automobiles; shall cover bodily injury, property damage and medical payments, and include uninsured and underinsured motorists' coverage.

(3) **Workers Compensation, Employers Liability and Disability Benefits Insurance** at statutory limits as applicable to the CONTRACTOR'S operations and required by law. Proof of Workers Compensation coverage must be presented on the NYS WCB C-105.2 or equivalent form; proof of Disability coverage must be provided on a DB-120.1 form.

- a. The NY State Workers Compensation Board guideline regarding these requirements is available at: <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>
- b. If Exempt from Worker Compensation please refer to the following link and provide proof on the CE200 form issues by the NY State Workers Compensation Board:
http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp
- c. If the Contractor is not a NY State based business, then the Contractor must provide a copy of its Workers' Compensation policy's Declarations Page to show that New York is listed in Part 3A and to confirm the policy provides statutory Employer's Liability coverage applicable in NYS.

The Trust and the Contractor shall cooperate in connection with the collection of any insurance proceeds that may be due in the event of loss, and each party shall execute and deliver such proofs of loss and other instruments that may be required for the purpose of obtaining the recovery of any such insurance proceeds. Contractor's obligations as set forth in this Appendix E shall survive the expiration or earlier termination of the Contract.

APPENDIX F
DIVERSITY AND WORKFORCE REQUIREMENTS

1. **MWBE REQUIREMENTS**
2. **SDVOB REQUIREMENTS**
3. **WORKFORCE**

M/WBE REQUIREMENTS

PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The Hudson River Park Trust (“Trust”) is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor/consultant to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Trust, to fully comply and cooperate with the Trust in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State-certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages and such other remedies are available to the Trust pursuant to the Contract and applicable law.

II. Contract Goals

- A. For purposes of this Contract, the Trust conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by MWBEs as subcontractors, service providers, and suppliers to the Consultant. Nevertheless, the Consultant is encouraged to make good faith efforts to promote and assist in the participation of MWBEs on the Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be found at <https://ny.newnycontracts.com>.

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

APPENDIX F
SDVOB REQUIREMENTS

**PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED
SERVICE-DISABLED VETERAN OWNED BUSINESSES**

Veterans' Services Law Article 3 provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB") thereby further integrating such businesses into New York State's economy. The Trust recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of the Trust contracts.

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

I. Contract Goals

- A.** For purposes of this procurement, the Trust conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Consultant is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://online.ogs.ny.gov/SDVOB/search>
- B.** The Consultant is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

EXHIBIT 6

PETITION PROCEDURE

The procedures set forth in this Exhibit shall apply to all protests (collectively, “Protests” and each individually, a “Protest”) related to this procurement. The Trust will not entertain any Protest that is untimely or fails in any manner to comply fully with the procedures set forth in this section.

Types of Protests. There are three types of procurement Protests:

- Pre-Proposal Protest: A protest submitted prior to the Submission Deadline to challenge the notice procedures followed by the Trust;
- Pre-Award Protest: A protest submitted after the Submission Deadline but before Contract execution; and
- Post-Award Protest: A protest submitted after the Contract has been executed, but only to the extent that the protest is based on newly discovered information that was not available prior to execution of a Contract.

Submission of Protests/Deadlines. All Protests must be in writing and must be submitted in accordance with the following timeline for the following types of Protests:

- A Pre-Proposal Protest must be submitted at least two (2) business days prior to the Submission Deadline set forth in Part I of the RFP;
- A Pre-award Protest must be submitted five (5) business days from the later of receipt of Notice of the Trust’s contingent award of the Contract and the date proposals are made publicly available; and
- A Post-award Protest must be submitted five (5) working days from the date the protesting party knew or should have known the newly discovered evidence that serves as the grounds of its Protest.

A Protest will be considered submitted when the Protest is received by the Trust.

Contents of Protest: The Protest should include, without limitation, the following information:

- name, address and telephone number of the protester;
- appropriate identification of the procurement, including the Contract Number;
- statement of the basis of the Protest;
- supporting exhibits and documentary evidence to substantiate the grounds for the Protest; and

- form of relief requested.

Address for Submission of Protests:

Hudson River Park the Trust
Pier 40, 2nd Floor
353 West Street
New York, NY 10014
Attention: General Counsel

Method of Submission: Hand, Express Mail, or other nationally-known overnight courier.

Envelope: The envelope enclosing the Protest must be clearly labeled “PROTEST” and must list the Contract Number to which the Protest relates.

Additional Information: The Trust may request that the protestor submit additional information that it may need in order to consider the Protest. Any additional information requested by the Trust must be submitted within the time period established by the Trust in order to expedite consideration of the Protest. Failure of the protestor to comply with a request for information within the specified time period will result in a resolution of the Protest without consideration of any information subsequently submitted by the protestor in an untimely manner.

Determinations. The Trust’s General Counsel or his/her designee has the authority to make a final determination. The Trust will respond to each substantive issue in the Protest. The Trust may, in its sole discretion, meet with the protesting respondent and any affected party to discuss the Protest. The Trust shall have the right to take such appropriate action as may be in the best interests of the Trust and the City in light of the determination.

The Trust’s determination shall be final. The respondent shall have been deemed to have received the Trust’s determination notice no later than five (5) days from the date of mailing or upon delivery, if delivered by hand of the Trust’s determination.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Hudson River Park Trust
Jennifer Sosa, Procurement Manager
353 West Street
Pier 40, 2nd Fl-Room 201
New York NY 10014

Schedule Year 2025 through 2026
Date Requested 06/09/2026
PRC# 2026016421

Location In-Water 4-Mile Property
Project ID# M5270
Project Type Maint.and emergency repair services for HRPT's in-water infrastructure, including underwater repairs, structural welding, and hardware replacement for gangways, docks, and mooring systems in a high-

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 Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2025 through June 2026. 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.

Contractor Registry

Effective December 30, 2024 all contractors and subcontractors submitting bids or performing construction work on public work projects, or private projects covered by Article 8 of the Labor Law, are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. To register, contractors and subcontractors must submit an application through NYSDOL's Contractor Registry portal which is available through the agency's Management System for Protecting Worker Rights (MPWR) <https://mpwr-public.labor.ny.gov/en/login>.

For additional information, please visit [online](#).

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule 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 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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

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

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 NYS DOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Hudson River Park Trust
Jennifer Sosa, Procurement Manager
353 West Street
Pier 40, 2nd Fl-Room 201
New York NY 10014

Schedule Year 2025 through 2026
Date Requested 06/09/2026
PRC# 2026016421

Location In-Water 4-Mile Property
Project ID# M5270
Project Type Maint.and emergency repair services for HRPT's in-water infrastructure, including underwater repairs, structural welding, and hardware replacement for gangways, docks, and mooring systems in a high-

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 12226

Social Security Numbers on Certified Payrolls:

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

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

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

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

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

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

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

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

Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

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

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

Employer Name:

IA 999 (09/16)



Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

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

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
<https://dol.ny.gov/bureau-public-work>



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

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) 568-5287		

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below. Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates. Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use. Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

*Contractor Registry (LL 220-I): Effective December 30th, 2024

Labor Law Section 220-i(6) prohibits contractors from bidding on public work and prohibits both contractors and subcontractors from commencing work on private and public projects subject to prevailing wage requirements. This section requires contractors to submit their Certificate of Registration with their bid materials. Each Certificate of Registration will have a unique registration number. Failure to provide proof of registration, as required by Labor Law Section 220-i, as a minimum qualification will result in the bidder being deemed non-responsive. There is a public database of registered contractors and subcontractors available online at data.ny.gov to confirm registration validity. For additional information on how to register and the requirements, visit <https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing>

*Electronic Certified Payroll (LL 220-J): Effective December 31st, 2025

Effective December 31, 2025, all contractors and subcontractors who perform public work, or covered private work subject to the prevailing wage, will be required to submit certified payrolls electronically to the Bureau of Public Work and Prevailing Wage Enforcement. Additional information about the electronic certified payroll submission system will be made available on the Department's Website at <https://dol.ny.gov/Electronic-Payroll>

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, 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.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

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

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

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

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.

Shift Work

If the timeline of the contract requires shift work be performed to meet deadlines, the BPWE will enforce the shift work rate as the required rate on the project whether or not shift work is specifically addressed in the contract.

Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

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 12226

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

New York County General Construction

Asbestos Worker **06/01/2026**

JOB DESCRIPTION Asbestos Worker **DISTRICT 4**

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

WAGES

Per Hour:

	07/01/2025	01/05/2026
Asbestos Worker Removal & Abatement ONLY*	\$ 48.25	\$ 48.50

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

SUPPLEMENTAL BENEFITS

Per Hour:

Asbestos Worker Removal & Abatement Only	\$ 15.71	\$ 18.02
---	----------	----------

OVERTIME PAY
 See (B, B2, *E, J) on OVERTIME PAGE
 *Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

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

REGISTERED APPRENTICES
 Apprentice Removal & Abatement Only:

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

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

SUPPLEMENTAL BENEFITS Per Hour:

All Terms:	\$ 15.71	\$ 18.02	4-12a - Removal Only
------------	----------	----------	----------------------

Boilermaker **06/01/2026**

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:

	07/01/2025	01/01/2026
Boilermaker	\$ 68.88	\$ 70.38
Repairs & Renovations	68.88	70.38

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

SUPPLEMENTAL BENEFITS

Per Hour:

Boilermaker Repair & Renovations	33.5% of Hourly Wage Paid + \$26.85
-------------------------------------	---

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

OVERTIME PAY
 See (*B, O, **U) on OVERTIME PAGE
 Note:* Includes 9th & 10th hours, double for 11th or more.

** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1/2) Year Terms at the following percentage of Boilermaker's wage per hour:

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

SUPPLEMENTAL BENEFITS:

33.5% of Hourly Wage Paid Plus Amount Below:

1st	2nd	3rd	4th	5th	6th	7th
\$20.36	21.28	22.22	23.12	24.07	25.00	25.93

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

4-5

Broadband **06/01/2026**

JOB DESCRIPTION Broadband

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Orange: Entire County except Village of Greenwood Lake, Village of Highland Falls, Town of Tuxedo, and Town of Patterson

WAGES

Per Hour:	07/01/2025	07/01/2026
Field Tech	\$ 53.97	\$ 55.59
Install/Repair		

"Broadband", "Broadband Service", or "Broadband Internet" means mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service.

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

Applies to projects receiving ConnectAll funding that are subject to New York State Labor Law §224-E.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 23.54

OVERTIME PAY

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

HOLIDAY

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

4-CWA-Dist1

Carpenter **06/01/2026**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2025
Piledriver	\$ 61.59 + 10.16*

Dockbuilder \$ 61.59
 + 10.16*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 46.48

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

	1st	2nd	3rd	4th
	\$ 27.98	\$ 33.58	\$ 41.96	\$ 50.35
	+ 5.66*	+ 5.66*	+ 5.66*	+ 5.66*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

All Terms: \$ 33.03

8-1556 Db

Carpenter

06/01/2026

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2025

Carpet/Resilient

Floor Coverer \$ 59.05
 + 8.39*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 40.49

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
	\$ 26.54	\$ 29.60	\$ 34.05	\$ 42.40
	+ 2.00*	+ 2.54*	+ 3.00*	+ 3.94*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.84	\$ 16.95	\$ 20.29	\$ 21.35

8-2287

Carpenter

06/01/2026

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2025

Marine Construction:

Marine Diver \$ 76.46
 + 10.16*

Marine Tender \$ 56.00
 + 10.16*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 46.48

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 27.98 + 5.66*
2nd year	33.58 + 5.66*
3rd year	41.96 + 5.66*
4th year	50.35 + 5.66*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits

Per Hour:

All terms \$ 33.03

8-1456MC

Carpenter

06/01/2026

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2025

Building \$ 60.83
 Millwright + 13.12*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 45.91

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$ 32.74	\$ 38.39	\$ 44.04	\$ 55.34
+ 7.08*	+ 8.25*	+ 9.42*	+ 11.76*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$ 31.16	\$ 33.69	\$ 36.87	\$ 41.29

8-740.1

Carpenter

06/01/2026

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2025

Timberman \$ 56.59
+ 10.42*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2025

\$ 45.79

OVERTIME PAY

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

HOLIDAY

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

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$ 25.96	\$ 31.07	\$ 38.72	\$ 46.38
+ 5.71*	+ 5.71*	+ 5.71*	+ 5.71*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:
All terms \$ 32.78

8-1556 Tm

Carpenter

06/01/2026

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: 07/01/2025

Core Drilling:

Driller \$ 47.88
+ 3.45*

Driller Helper \$ 37.58
+ 3.45*

Note: Hazardous Waste Pay Differential:

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

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

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

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

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 31.04

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

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

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

8-1536-CoreDriller

Carpenter

06/01/2026

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2025

Show Exhibit \$ 56.75
+ 10.00**

Bldg. Carpenter* \$ 59.05
+ 8.39**

* Not applicable in Putnam County

**This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour worked:

Show Exhibit \$ 45.94

Bldg. Carpenter 40.49

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour: Show Exhibit

(1) year terms:

1st.	2nd.	3rd.	4th.
\$ 22.70	\$ 28.38	\$ 36.89	\$ 45.40
+ 5.00*	+ 5.00*	+ 5.00*	+ 5.00*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All terms \$ 31.10

Wages per hour: Bldg. Carpenter

(1) year terms:

1st	2nd	3rd	4th
\$ 24.20	\$ 27.20	\$ 31.45	\$ 39.33
+ 2.14*	+ 2.59*	+ 3.09*	+ 4.09*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 16.11	\$ 17.16	\$ 20.26	\$ 21.26

8-EXHIB

Carpenter - Heavy&Highway

06/01/2026

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

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

WAGES

Per hour:

07/01/2025

Heavy & Highway

Carpenter \$ 61.59
+ 10.16*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS

Per hour worked:

Heavy & Highway

Carpenter \$ 46.48

OVERTIME PAY

See (B, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

For 1st & 2nd year Apprentices

Paid: See (5,6,11,13,25)

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms:

1st	2nd	3rd	4th
-----	-----	-----	-----

Heavy & Highway	\$ 27.98	\$ 33.58	\$ 41.96	\$ 50.35
	+ 5.66*	+ 5.66*	+ 5.66*	+ 5.66*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits:

Per Hour:

All terms
 \$ 33.03

8-NYC H/H

Electrician **06/01/2026**

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2025

Tree Trimmer	\$ 35.24
Ground Person	20.69

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

SUPPLEMENTAL BENEFITS

Per hour:

Tree Trimmer	\$ 13.20
Ground Person	7.75

OVERTIME PAY

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

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

HOLIDAY

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

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

(An additional floating holiday after four years service)

9-3T

Electrician **06/01/2026**

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2025 04/15/2026

Electrician	\$ 33.50	\$ 33.50
Telephone	33.50	33.50

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

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

SUPPLEMENTAL BENEFITS

Journeyworker:

	07/01/2025	04/15/2026
	\$ 29.51	\$ 30.01
	31.63*	32.13*

* Applies to overtime hours

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

9-3m

Electrician

06/01/2026

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2025	03/12/2026
Service Technician	\$ 38.40	\$ 39.45

Service and Maintenance on Alarm and Security Systems.

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

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker:	\$ 22.76	\$ 23.33

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

9-3H

Electrician

06/01/2026

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	07/01/2025	01/01/2026	04/16/2026
Electrician	\$ 62.00	\$ 62.00	\$ 64.00
Audio/Sound and Temporary Light/ Power			
Solar-Photovoltaic Systems			
Group 1	62.00	62.00	64.00
All tasks not listed in Group 2			
Group 2	33.50	33.50	33.50

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

Mounting of PV modules.

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

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

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

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

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

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

SHIFT WORK

Evening (Swing Shift):

Electrician Audio/Sound and Temporary Light/ Power	\$ 72.75	\$ 72.75	\$ 75.10
---	----------	----------	----------

Night (Graveyard Shift):

Electrician Audio/Sound and Temporary Light	\$ 81.49	81.49	84.12
---	----------	-------	-------

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician	\$ 70.75 74.66*	\$ 71.25 75.16*	\$ 74.25 78.30*
Swing Shift:	79.78 84.38*	80.28 84.88*	83.59 88.33*
Graveyard Shift:	87.44 92.59*	87.93 93.09*	91.49 96.81*
Temporary Light/Power:	30.83 34.14*	31.33 34.64*	32.38 35.78*
Group 1:	70.75 74.66*	71.25 75.16*	74.25 78.30*
Group 2:	29.51 31.63*	29.51 31.63*	30.01 32.13*

* Applies when premium (OT) wages are paid.

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

Reduce benefit rate by 6.2% for any employee who has accumulated wages of \$176,100 for the same employer.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

See (B) for Temporary Light and Power

HOLIDAY

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

REGISTERED APPRENTICES

Wages Per Hour:

	07/01/2025	04/16/2026
First Year:	\$18.50	\$ 19.25
Second Year:	20.50	21.25
Third Year:	22.50	23.25
Fourth Year:	25.50	26.25

Supplemental Benefits per hour:

	Regular	Overtime	Regular	Overtime
First year:	\$ 18.94	\$ 20.17	\$ 19.84	\$ 21.11
Second year:	19.99	21.35	20.89	22.30
Third year:	21.04	22.53	21.93	23.48
Fourth year:	22.61	24.30	23.51	25.25

Electrician - Highway and Street Lighting, Traffic Signals and Controls **06/01/2026**

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

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

	07/01/2025	01/01/2026	04/22/2026
Electro Pole Electrician	\$ 62.00	\$ 62.00	\$ 64.00
Electro Pole Foundation Installer	47.66	47.66	49.66
Electro Pole Maintainer	41.61	41.61	43.61

SUPPLEMENTAL BENEFITS

Per Hour:

	07/01/2025	01/01/2026	04/22/2026
Electro Pole Electrician	\$ 72.85 76.77*	\$ 73.35 77.27*	\$ 76.43 80.09*
Electro Pole Foundation Installer	54.23 57.24*	54.73 57.74*	56.99 60.13*
Electro Pole Maintainer	48.90 51.53*	49.40 52.03*	51.66 54.42*

*Applies when premium wages are paid.

Note: Reduce benefit rate by 6.2% for any employee who has accumulated wages in \$176,100 for the same employer.

OVERTIME PAY

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

B - Applies to Electro Pole Foundation Installer

E4 - Applies to Electro Pole Maintainer

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-3J

Elevator Constructor **06/01/2026**

JOB DESCRIPTION Elevator Constructor **DISTRICT 4**

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

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

WAGES

Per hour:

	07/01/2025	03/17/2026
Elevator Constructor	\$ 83.27	\$ 86.43
Modernization & Service/Repair	65.54	68.06

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor	\$ 47.65	\$ 48.96
Modernization & Service/Repairs	46.47	47.73

OVERTIME PAY

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

Modern/Service See (B, E5, P) on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES PER HOUR:

6 MONTH TERMS:

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

* Note: 1st, 2nd, 3rd Terms are based on average of the Constructor, the Modernization and the Service/Repair wage.
 Terms 4 thru 9 Based on the Journeyman's wage of classification they are working in.

SUPPLEMENTAL BENEFITS:

	07/01/2025	03/17/2026
Elevator Constructor		
1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	36.90	37.66
4th & 5th Term	37.99	38.80
6th & 7th Term	39.70	40.60
8th & 9th Term	41.40	42.39
Modernization & Service/Repair		
1st Term	\$ 0.00	0.00
2nd & 3rd Term	36.88	37.63
4th & 5th Term	37.58	38.37
6th & 7th Term	39.20	40.09
8th & 9th Term	40.83	41.81

4-1

Glazier

06/01/2026

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:

	07/01/2025	11/01/2025	06/01/2026
Glazier, Glass Tinting and Window Film	\$ 64.23	\$ 65.23	\$ 66.22
Scaffolding, including swing scaffold	69.23	70.23	71.22
*Mechanical Equipment	65.23	66.23	67.23
**Repair & Maintenance	31.71	32.44	32.82

*Mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$193,000.

SUPPLEMENTAL BENEFITS

Per hour:

Glazier, Glass Tinting Window Film, Scaffolding and Mechanical Equipment	\$ 43.03	\$ 43.88	\$ 44.81
--	----------	----------	----------

Repair & Maintenance	25.12	25.37	26.01
----------------------	-------	-------	-------

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE
 For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

HOLIDAY

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

For 'Repair & Maintenance'

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

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

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	07/01/2025	11/01/2025	06/01/2026
1st term	\$ 22.79	\$ 23.29	\$ 23.68
2nd term	31.15	31.71	32.23
3rd term	41.53	42.23	42.89
4th term	50.90	51.70	52.47

Supplemental Benefits:

(Per hour)

1st term	\$ 19.56	\$ 19.80	\$ 20.18
2nd term	27.85	28.31	28.85
3rd term	33.49	34.09	34.77
4th term	36.73	37.41	38.18

8-1087 (DC9 NYC)

Insulator - Heat & Frost

06/01/2026

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2025	06/01/2026
Insulators Heat & Frost	\$ 71.76	\$ 73.26

SUPPLEMENTAL BENEFITS

Per Hour:

Insulators Heat & Frost	\$ 37.51	\$ 38.51
----------------------------	----------	----------

OVERTIME PAY

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

* Triple time for Labor Day (If worked)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 year terms at the following Wages Per Hour:

	1st	2nd	3rd	4th
07/01/2025	\$ 32.30	\$ 39.47	\$ 46.65	\$ 53.83
06/01/2026	\$ 32.97	\$ 40.29	\$ 47.62	\$ 54.95

Supplemental Benefits:

	1st	2nd	3rd	4th
07/01/2025	\$ 16.90	\$ 20.64	\$ 24.40	\$ 28.15
06/01/2026	\$ 17.33	\$ 21.28	\$ 25.03	\$ 28.88

Ironworker **06/01/2026**

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2025 01/01/2026

Stone Derrickmen Rigger \$ 76.86 \$ 77.82

Stone Handset
 Derrickman 74.38 75.67

SUPPLEMENTAL BENEFITS

Per hour:

Stone Derrickmen Rigger \$ 47.34 \$ 48.02

Stone Handset
 Derrickman 46.51 47.01

OVERTIME PAY

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

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

** Benefits same premium as wages on Holidays only

HOLIDAY

Paid: See (18) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

Stone Derrickmen Rigger:				
	1st	2nd	3rd	4th
07/01/2025	\$ 38.28	\$ 54.28	\$ 60.39	\$ 66.50
01/01/2026	\$ 38.91	\$ 55.02	\$ 61.21	\$ 67.39

Supplemental Benefits:

Per hour:				
07/01/2025	23.84	35.82	35.82	35.82
01/01/2026	24.02	36.27	36.27	36.27

Stone Handset:

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

	1st	2nd	3rd	4th
07/01/2025	\$ 36.69	\$ 52.22	\$ 58.10	\$ 63.99
01/01/2026	\$ 37.34	\$ 53.27	\$ 59.24	\$ 65.20

Supplemental Benefits:

Per hour:				
07/01/2025	23.75	35.52	35.52	35.52
01/01/2026	24.00	35.77	35.77	35.77

9-197D/R

Ironworker **06/01/2026**

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2025 01/01/2026

Ornamental \$ 48.15 \$ 48.40
 Chain Link Fence 48.15 48.40
 Guide Rail 48.15 48.40

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker: \$ 68.17 \$ 69.04

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

1 year terms at the following wages per hour:

	1st	2nd	3rd	4th
07/01/2025	\$ 25.98	\$ 28.45	\$ 30.80	\$ 34.39
01/01/2026	\$ 26.40	\$ 28.92	\$ 31.30	\$ 34.95

Supplemental Benefits per hour:

1st	2nd	3rd	4th
\$ 16.29	18.29	19.29	21.29

4-580-Or

Ironworker

06/01/2026

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:

07/01/2025 01/01/2026

Ironworker:		
Structural	\$ 58.95	\$ 59.20
Bridges		
Machinery		

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 92.60	\$ 94.11
------------	----------	----------

OVERTIME PAY

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

*NOTE: Benefits are calculated for every hour paid.

HOLIDAY

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

REGISTERED APPRENTICES

6 month terms at the following wages per hour:

	1st	2nd	3rd-6th
07/01/2025	\$ 30.61	\$ 31.21	\$ 31.82
01/01/2026	\$ 30.74	\$ 31.34	\$ 31.95

Supplemental Benefits

PER HOUR PAID: \$ 64.38

4-40/361-Str

Ironworker

06/01/2026

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2025

Reinforcing & Metal Lathing \$ 57.00

"Base Wage" 55.20**

** For OVERTIME/PREMIUM CALCULATION purposes only.

SUPPLEMENTAL BENEFITS

Per hour:
 Reinforcing & Metal Lathing \$ 46.27

OVERTIME PAY

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

*Only \$23.50 per Hour for non worked hours

** OVERTIME/PREMIUMS are calculated on Reinforcing & Metal Lathing "Base Wage" then adding: \$ 1.80 per hour.

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$ 52.77
 Double Time 59.27

HOLIDAY

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

1st	2nd	3rd	4th
\$ 22.55	\$ 25.00	\$ 28.00	\$ 30.00
Base Wage:			
\$21.00*	\$23.20*	\$26.20*	\$28.20*

* "Base Wage" are utilized for PREMIUM/OVERTIME Calculations ONLY then adding:
 \$ 1.55 per hour for 1st Term
 \$ 1.80 per hour for all other terms.

SUPPLEMENTAL BENEFITS Per Hour:

1st	2nd	3rd	4th
\$ 18.17	\$ 18.22	\$ 17.22	\$ 17.22

4-46Reinf

Laborer 06/01/2026

JOB DESCRIPTION Laborer **DISTRICT 9**

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

WAGES

Per hour:

Striper (Highway/streets):	07/01/2025	01/01/2026
Striping-Machine Operator (Thermoplastic & Epoxy)	\$ 42.00	\$ 42.00
Striping - Lineperson (Crew Chief)	46.00	46.00
Flagger - Traffic Safety*	40.00	40.00

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

** To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker	\$ 21.27	\$ 23.27
---------------	----------	----------

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

1st Term (1-1999 hours)	\$ 32.21	\$ 32.21
-------------------------	----------	----------

2nd Term (2000-4000 hours)	33.85	33.85
----------------------------	-------	-------

Supplemental Benefits per hour:

All Terms	\$ 21.27	23.27
-----------	----------	-------

9-1010-LS

Laborer

06/01/2026

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2025

Laborer/Excavation

**Asbestos and Lead Abatement &

Removal, Hazardous Waste Removal

(including soil) \$ 45.60

Basic 45.60

Flagman 45.60

Pipelayer 45.60

*Tree Work, *Landscape 45.60

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

** Applies to Heavy & Highway projects

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:	\$ 55.73
----------------	----------

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following hourly wage rate.

07/01/2025

1st	0 - 1000	\$ 22.80
-----	----------	----------

2nd	1001-2000	27.36
-----	-----------	-------

3rd	2001-3000	34.20
-----	-----------	-------

4th	3001-4000	41.04
-----	-----------	-------

Supplemental Benefits per hour:

All Apprentices	\$ 55.73
-----------------	----------

Laborer

06/01/2026

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

GROUP 14: Blasters.

GROUP 16: Tunnel workers - including Miners, Drill Runners, Iron Men, Maintenance Men, Conveyor Men, Safety Miners, Riggers, Block Layers, Cement Finishers, Rod Men, Caulkers, Powder Carriers, Miners' Helpers, Chuck Tenders, Track Men, Nippers, Brake Men, Derail Men, Form Men, Bottom Bell, Top Bell or Signal men, Form Workers, Movers, Concrete Workers, Shaft Men, Tunnel Laborers and Caulkers' Helpers.

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

Wages: (per hour) 07/01/2025

Laborer (Tunnel)-FREE AIR:

Group 14	\$ 71.69
Group 16	68.58
Group 17	63.40

Small Bore Micro Tunnel Machines 80% of rates above

For Repairs on Existing Water Tunnels 90% of rates above

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

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

An additional \$ 4.50 per hour for precast concrete segments.
An additional \$ 6.50 per hour for liner plate & soil solidification.

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

SUPPLEMENTAL BENEFITS

Per hour:

GROUP 14	\$ 63.84
GROUP 16	61.18
GROUP 17	56.62

Small Bore Micro Tunnel Machines 80% of rates above

For Repairs on Existing Water Tunnels 90% of rates above

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

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

OVERTIME PAY

OVERTIME: For Laborer (Free Air) See (D, M, R*) on OVERTIME PAGE.
For Repair Categories See (B, F, R*) on OVERTIME PAGE.
& Micro Tunneling

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

HOLIDAY

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

9-147Tnl/Free

Laborer - Building

06/01/2026

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2025 01/01/2026

Basic Laborer and
 Mason Tender \$ 45.25* \$ 46.05*

*Before calculating premium wage deduct:
 \$ 3.45 \$ 3.50

SUPPLEMENTAL BENEFITS

Per hour:

Basic Laborer and
 Mason Tender \$ 30.69 \$ 31.14

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following wage rate:

Term:	1st	2nd	3rd	4th
Basic Laborer and Mason Tender				
07/01/2025	\$ 22.35*	\$ 24.10*	\$ 25.60*	\$ 28.10*
01/01/2026	\$ 22.87*	\$ 24.62*	\$ 26.12*	\$ 28.62*

*Before calculating premium wage deduct \$0.60.

Supplemental Benefits per hour:

All Terms \$ 11.02 \$ 11.12

9-MTDC(79)

Laborer - Building

06/01/2026

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2025

Skilled Interior Demolition Laborer: \$ 40.10*

General Interior Demolition Laborer: \$ 29.29*

(General Demolition Laborer performs manual work and work incidental to demolition, such as loading and carting of debris from work site to an area where it can be loaded into trucks for removal).

* Before calculating overtime wages deduct \$1.70.

SUPPLEMENTAL BENEFITS

Per Hour:

Skilled Interior Demolition Laborer: \$ 25.19
 General Interior Demolition Laborer: \$ 19.51

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage Per Hour:

1000 hour terms at the following wage rate:

1st	2nd	3rd	4th
\$ 22.35*	\$ 24.10*	\$ 25.60*	\$ 28.10*

* Before calculating overtime wages deduct \$0.60

Supplemental Benefits Per Hour:

All Terms: \$ 10.67

9-MTDC (79-ID)

Laborer - Building

06/01/2026

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2025

Laborer:

Laborer-Concrete
 (including flag person) \$ 42.53
 + 8.25*

* This portion is not subjected to overtime premiums.

SUPPLEMENTAL BENEFITS

Per Hour

\$ 21.20
 + 10.00**

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

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

Terms based on hours listed:

1st	2nd	3rd
0-1334	1334-2668	2669-4000
\$ 18.87	\$ 20.49	\$ 26.46
+ 2.49*	+ 7.32*	+ 7.80*

* This portion is not subjected to overtime premiums.

Supplemental Benefits:
 Per hour:

\$ 13.70	\$ 17.70	\$ 17.70
+ 3.18*	+ 4.14*	+ 5.10*

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

9-6A/18A/20-C

Laborer - Building **06/01/2026**

JOB DESCRIPTION Laborer - Building **DISTRICT 9**

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

WAGES

Per hour:	07/01/2025	01/01/2026
Building:		
Plasterer Tender and Spray Fireproofing Tender	\$ 45.25*	\$ 46.05*
Before calculating overtime wages deduct:	\$ 3.45	\$ 3.50

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker	\$ 30.69	\$ 31.14

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

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

REGISTERED APPRENTICES
 Wage per hour:

1000 hours terms at the following wage.

	1st	2nd	3rd	4th
07/01/2025	\$22.35*	\$24.10*	\$25.60*	\$28.10*
01/01/2026	\$22.87*	\$24.62*	\$26.12*	\$28.62*

* Before calculating overtime wages deduct \$0.60.

Supplemental Benefits per hour:

All Terms:	\$ 11.02	\$ 11.12
------------	----------	----------

9-30 (79)

Laborer - Building **06/01/2026**

JOB DESCRIPTION Laborer - Building **DISTRICT 4**

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

WAGES

Per Hour:	07/01/2025	01/01/2026
Asbestos, Lead and Hazardous Material Abatement Laborer	\$ 41.95	\$ 42.90

NOTE: For Asbestos removal from Mechanical Systems that are NOT to be scrapped see ASBESTOS WORKER Classification

For Re-Roofing Asbestos Removal See ROOFER Classification

SUPPLEMENTAL BENEFITS

Per Hour:

Asbestos, Lead and Hazardous Material Abatement Laborer	\$ 21.76	\$ 23.37
---	----------	----------

OVERTIME PAY

See (B, B2, I) on OVERTIME PAGE

Asbestos, Lead and Hazardous Material Abatement Laborer	\$ 61.93	\$ 62.90
---	----------	----------

HOLIDAY

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

REGISTERED APPRENTICES

1000 hour terms at the following wages per hour:

	1st	2nd	3rd	4th
07/01/2025	\$22.12	\$23.12	\$26.12	\$28.12
01/01/2026	\$22.86	\$23.91	\$26.98	\$29.14

OVERTIME PAY:

	1st	2nd	3rd	4th
07/01/2025	\$32.50	\$34.00	\$38.50	\$41.50
01/01/2026	\$33.26	\$34.83	\$39.44	\$42.68

SUPPLEMENTAL BENEFIT

Per Hour:

All Terms	\$ 15.68	\$ 16.94
-----------	----------	----------

4-NYDC(78)

Laborer - Building

06/01/2026

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2025	01/01/2026
Skilled Demolition Laborer:	\$ 43.05*	\$ 43.75*
General Demolition Laborer:	31.63**	32.33**

(General Demolition Laborer performs manual work and work incidental to demolition, such as loading and carting of debris from work site to an area where it can be loaded into trucks for removal).

*Before calculating overtime wages deduct:	\$ 3.05	\$ 3.15
--	---------	---------

**Before calculating overtime wages deduct:	\$ 2.40	\$ 2.50
---	---------	---------

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

Skilled Demolition Laborer:	\$ 29.35	\$ 29.65
General Demolition Laborer:	22.41	22.71

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:
 (1) year terms at the following wage.

	1st	2nd	3rd	4th
07/01/2025	\$ 22.35*	\$ 24.10*	\$ 25.60*	\$ 28.10*
01/01/2026	\$ 22.87*	\$ 24.62*	\$ 26.12*	\$ 28.62*

*Before calculating overtime wages deduct \$0.60.

Supplemental Benefits per hour:

All Terms:	\$ 11.52	\$ 11.62	9-79/95
------------	----------	----------	---------

Laborer - Concrete & Asphalt Paving

06/01/2026

JOB DESCRIPTION Laborer - Concrete & Asphalt Paving

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

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

Per hour:	07/01/2025
Concrete Formsetter	\$ 50.20 + \$ 8.75*
Asphalt Screeperson/Micro Paver	50.80 + \$ 8.75*
Asphalt Raker	50.20 + \$ 8.75*
Group 1	46.33 + \$ 8.75*
Group 2	46.33 + \$ 8.75*

* This portion is not subjected to overtime premiums.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:	\$ 46.55
----------------	----------

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

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

HOLIDAY

Paid: See (5, *11, 20) on HOLIDAY PAGE

HOLIDAY:

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

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

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

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

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

REGISTERED APPRENTICES

Wage per hour:

2000 hours term:

1st term	2nd term
1-1999	2000-4000
\$ 32.21 + \$ 8.75*	\$ 33.85 + \$ 8.75*

* This portion is not subjected to overtime premiums.

Supplemental Benefits per hour:

2000 hours term:

1st term	2nd term
1-1999	2000-4000
\$ 19.07	\$ 19.07

9-1010H/H

Laborer - Trac Drill

06/01/2026

JOB DESCRIPTION Laborer - Trac Drill

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

Group 2: Hydraulic Trac Drill

Group 3: Air Trac, Wagon and Quarry bar

Group 4: Blaster

Per Hour: 07/01/2025

Group 1	\$ 45.60
Group 2	52.95
Group 3	52.12
Group 4	58.81

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications: 55.73

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

Paid: See (2, 20) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following hourly wage rate.

07/01/2025

1st	0 - 1000	\$ 22.80
2nd	1001-2000	27.36
3rd	2001-3000	34.20
4th	3001-4000	41.04

Supplemental Benefits per hour:

All Apprentices 55.73

9-731/29

Laborer - Tunnel **06/01/2026**

JOB DESCRIPTION Laborer - Tunnel **DISTRICT 9**

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

WAGES
 GROUP 5: Blasters and Mucking Machine Operators

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

GROUP 7: Top Nipper

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

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

WAGES: (per hour) 07/01/2025

Laborer (Compressed Air):

GROUP 5	\$ 75.14
GROUP 6	72.46
GROUP 7	71.24
GROUP 8,9	69.83
GROUP 10	61.57

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

Note: Employer shall pay \$10.00 per day for each one half (1/2) mile or fraction starting from a point 500 feet from the shaft.

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS:

per hour:

GROUP 5	\$ 66.51
GROUP 6	64.41
GROUP 7	63.14
GROUP 8,9	62.11
GROUP 10	58.18

OVERTIME PAY

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

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

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

HOLIDAY

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

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

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

9-147Tnl/Comp Air

Mason - Building **06/01/2026**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

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

WAGES
 Building

	07/01/2025	01/01/2026
--	------------	------------

Wages per hour:

Mosaic & Terrazzo Mechanic	\$ 61.77	\$ 62.27
Mosaic & Terrazzo Finisher	60.17	60.67

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic	\$ 31.56* + \$10.91	\$ 31.66* + \$11.37
Mosaic & Terrazzo Finisher	\$ 31.56* + 10.89	\$ 31.66* + 11.35

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

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

Deduct \$7.00 from hourly wages before calculating overtime.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

Wages Per hour:

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2025	\$25.50	\$32.80	\$40.21	\$41.37	\$49.69	\$56.54
01/01/2026	\$25.72	\$33.06	\$40.57	\$41.80	\$50.18	\$56.58

Supplemental Benefits per hour:

07/01/2025	\$7.16* + 3.83	\$9.20* + 4.91	\$15.78* + 6.55	\$23.96* + 7.63	\$24.96* + 8.74	\$27.46* + 9.81
01/01/2026	\$7.16* + 3.98	\$9.20* + 5.12	\$15.78* + 7.95	\$24.96* + 7.95	\$24.96* + 9.10	\$27.96* + 11.37

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

9-7/3

Mason - Building

06/01/2026

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2025	12/01/2025	06/01/2026
Tile Setters	\$ 65.03	\$ 65.54	\$ 66.35

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2025	12/01/2025	06/01/2026
	\$ 29.61* +8.53	\$ 30.11* +8.54	\$ 30.56* +8.56

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

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

750 hour terms at the following wage rate:

1st 1-	2nd 751-	3rd 1501-	4th 2251-	5th 3001-	6th 3751-	7th 4501-	8th 5251-	9th 6001-	10th 6501-
-----------	-------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	---------------

	750	1500	2250	3000	3750	4500	5250	6000	6750	7000
07/01/2025	\$22.34	\$27.46	\$34.56	\$39.66	\$43.35	\$46.96	\$50.23	\$55.79	\$58.36	\$65.03
12/01/2025	\$22.70	\$27.86	\$35.07	\$40.22	\$43.96	\$47.61	\$51.39	\$56.55	\$59.16	\$65.54
06/01/2026	\$23.09	\$28.32	\$35.65	\$40.86	\$44.67	\$48.38	\$52.23	\$57.45	\$59.83	\$66.35

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2025	\$13.00* + \$.76	\$13.00* + \$.81	\$16.11* + \$.92	\$16.11* + \$.97	\$17.11* + \$1.44	\$18.61* + \$1.49	\$19.61* + \$1.92	\$19.61* + \$1.97	\$19.61* + \$4.57	\$29.61* + \$8.53
12/01/2025	\$13.00* + \$.76	\$13.00* + \$.82	\$16.11* + \$.92	\$16.11* + \$.97	\$17.11* + \$1.44	\$18.61* + \$1.50	\$19.61* + \$1.93	\$19.61* + \$1.98	\$19.61* + \$4.58	\$30.11* + \$8.54
06/01/2026	\$13.05* + \$.77	\$13.05* + \$.82	\$16.16* + \$.93	\$16.16* + \$.98	\$17.16* + \$1.45	\$18.66* + \$1.51	\$19.66* + \$1.94	\$19.66* + \$1.99	\$19.96* + \$4.59	\$30.56* + \$8.56

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

9-7/52

Mason - Building

06/01/2026

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2025 07/07/2025 01/05/2026

Building-Marble Restoration:
 Marble, Stone & Terrazzo Polisher \$ 47.93 \$ 48.20 \$ 48.36

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

Building-Marble Restoration:
 Marble, Stone & Polisher \$ 31.86 \$ 32.16 \$ 32.57

OVERTIME PAY

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

* On Saturdays, 8th hour and successive hours paid at double hourly rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

WAGES per hour:

900 hour term at the following wage:

	1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701
07/01/2025	33.54	38.34	43.13	47.93
07/07/2025	33.73	38.56	43.37	48.20
01/05/2026	33.84	38.68	43.51	48.36

Supplemental Benefits Per Hour:

07/01/2025	29.59	30.34	31.11	31.86
07/07/2025	30.19	30.84	31.51	32.16
01/05/2026	31.14	31.61	32.10	32.57

9-7/24-MP

Mason - Building

06/01/2026

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour:

	07/01/2025	07/07/2025	01/05/2026
Marble Cutters & Setters	\$ 64.21	\$ 64.66	\$ 65.21

SUPPLEMENTAL BENEFITS

Per Hour:

	07/01/2025	07/07/2025	01/05/2026
Journeyworker	\$ 40.51	\$ 40.82	\$ 41.02

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
	0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
07/01/2025	\$27.24	\$40.84	\$44.25	\$47.63	\$51.05	\$54.58	\$60.99	\$64.21
07/07/2025	\$27.60	\$41.50	\$44.98	\$48.45	\$51.94	\$54.81	\$64.66	\$64.66
01/05/2026	\$27.39	\$41.07	\$44.49	\$47.91	\$51.33	\$53.73	\$65.21	\$65.21

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2025	\$26.88	\$30.14	\$30.95	\$31.78	\$32.59	\$38.07	\$39.71	\$40.51
07/07/2025	\$26.95	\$30.02	\$30.78	\$31.55	\$32.32	\$38.53	\$40.82	\$40.82
01/05/2026	\$28.60	\$31.67	\$32.43	\$33.20	\$33.97	\$40.73	\$41.02	\$41.02

9-7/4

Mason - Building

06/01/2026

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:

	07/01/2025	12/01/2025	06/01/2026

Tile Finisher	\$ 50.11	\$ 50.44	\$ 50.93
SUPPLEMENTAL BENEFITS			
Per Hour:			
	\$ 26.11*	\$ 26.61*	\$ 27.16*
	+ \$8.35	+ \$8.36	+ \$8.37

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

OVERTIME PAY

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

Double time rate after 10 hours on Saturdays

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-7/88-tf

Mason - Building

06/01/2026

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2025	07/07/2025	01/05/2026
Marble, Stone, Maintenance Finishers:	\$ 27.99	\$ 28.15	\$ 28.30

Note 1: An additional \$2.00 per hour for time spent grinding floor using "60 grit" and below.

Note 2: Flaming equipment operator shall be paid an additional \$25.00 per day.

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone Maintenance Finishers:	\$ 15.88	\$ 16.13	\$ 16.39
---	----------	----------	----------

OVERTIME PAY

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

*Double hourly rate after 8 hours on Saturday

HOLIDAY

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

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

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:	07/01/2025	07/07/2025	01/05/2025
0-750	\$ 22.91	\$ 23.39	\$ 23.56
751-1500	23.59	24.02	24.20
1501-2250	24.26	24.67	24.83
2251-3000	24.95	25.29	25.46
3001-3750	25.96	26.25	26.41
3751-4500	27.32	27.52	27.68
4501+	27.99	28.15	28.30

Supplemental Benefits:

Per hour:			
0-750	\$ 12.43	\$ 12.31	\$ 12.50
751-1500	12.89	12.82	13.01
1501-2250	13.35	13.32	13.51
2251-3000	13.80	13.84	14.05
3001-3750	14.50	14.60	14.83
3751-4500	15.41	15.62	15.86
4501+	15.88	16.13	16.39

Mason - Building / Heavy&Highway **06/01/2026**

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT 9**

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

WAGES

Per hour:	07/01/2025	07/07/2025	01/05/2026
			Additional
Marble-Finisher	\$ 50.22	\$ 50.44	\$ 0.53

SUPPLEMENTAL BENEFITS

Journeyworker:
 Per hour

Marble- Finisher	\$ 37.69	\$ 38.00
------------------	----------	----------

OVERTIME PAY
 See (B, E, Q, V) on OVERTIME PAGE
 Work beyond 8 hours on a Saturday shall be paid at double the rate.

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

Mason - Building / Heavy&Highway **06/01/2026**

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT 4**

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

WAGES

Per Hour:	07/01/2025
Brick/Block Layer	\$ 68.84
"Base Wage"	57.30*

* For OVERTIME/PREMIUM CALCULATIONS purposes only.

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer	\$ 36.70
-------------------	----------

OVERTIME PAY
 See (A, E, E2, Q) on OVERTIME PAGE
 * OVERTIME/PREMIUMS are calculated on Brick/Block Layer "Base Wage" then adding: \$11.29 per hour worked.

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

REGISTERED APPRENTICES
 Terms at the following Percentage of Brick/Block Layer "Base Wage" then adding \$ 6.04 per hour.:

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

Supplemental Benefits per hour:

All Apprentices	\$ 26.25
-----------------	----------

Mason - Building / Heavy&Highway **06/01/2026**

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT 4**

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

WAGES

Per Hour: 07/01/2025

Cement Mason \$ 59.87

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason \$ 34.81
 1.5x OVERTIME \$ 63.30
 2X OVERTIME \$ 69.62

OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

(1) year terms at the following wage:

	1st	2nd	3rd
	\$ 23.77	\$ 28.74	\$ 34.27

Supplement Benefits per hour paid:

	1st	2nd	3rd
Straight Time	\$ 14.86	\$ 15.16	\$ 15.27
1.5x OVERTIME	14.89	15.34	15.50
2X OVERTIME	14.91	15.51	15.73

4-780

Mason - Building / Heavy&Highway

06/01/2026

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Per Hour:

07/01/2025

Stone Setter \$ 71.77
 "Base Wage" 55.87*

* For OVERTIME/PREMIUM CALCULATIONS purposes only.

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter \$ 44.10

OVERTIME PAY

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

* OVERTIME/PREMIUMS are calculated on Stone Setter "Base Wage" then adding: \$15.90 per hour worked.

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

HOLIDAY

Paid: See (*18) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 10) on HOLIDAY PAGE

Paid: * Must work first 1/2 of day.

REGISTERED APPRENTICES

Per Hour:

Terms at the following Percentage of Stone Setter "Base Wage" then adding:

\$ 4.06 per hour worked for 1st Term
 \$ 7.32 per hour worked for all other terms

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

Supplemental Benefits:
 1st Term \$20.76
 All Other Terms 26.76

4-1Stn

Mason - Building / Heavy&Highway **06/01/2026**

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT 4**

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

WAGES
 Per Hour: 07/01/2025

Pointer, Caulkers & Cleaners \$ 65.59

SUPPLEMENTAL BENEFITS
 Per Hour:
 Pointer, Cleaners & Caulkers \$ 32.75

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

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
 One (1) year terms at the following wage rates per hour.

1st	2nd	3rd	4th
\$ 33.58	\$ 38.04	\$ 44.19	\$ 53.10

Supplemental Benefits per hour paid:

1st	2nd	3rd	4th
\$ 15.95	\$ 20.05	\$ 23.80	\$ 24.80

4-1PCC

Operating Engineer - Building **06/01/2026**

JOB DESCRIPTION Operating Engineer - Building **DISTRICT 9**

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

PARTIAL COUNTIES
 Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES
 NOTE: Construction surveying
 Party Chief--One who directs a survey party
 Instrument Man--One who runs the instrument and assists Party Chief.
 Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2025

Building Construction:
 Party Chief \$ 81.94
 Instrument Man 60.49
 Rodman 40.63

Steel Erection:

Party Chief	\$ 84.04
Instrument Man	63.19
Rodman	43.31

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

Party Chief	\$ 88.97
Instrument man	66.04
Rodman	55.85

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2025

Building Construction	\$ 29.45* + 7.65
Steel Erection	31.25* + 7.65
Heavy Construction	32.06* + 7.64

* This portion subject to SAME premium as wages

Non-Worked Holiday Supplemental Benefit:
\$ 22.48

OVERTIME PAY

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

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and has double the rate after 8 hours on Saturdays.

HOLIDAY

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

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

9-15Db

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

06/01/2026

JOB DESCRIPTION Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction **DISTRICT 9**

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

STEEL ERECTION:

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

Group 2: Oiler (Truck Crane)

Group 3: Oiler (Crawler Crane)

BUILDING CONSTRUCTION:

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

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

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

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

Group 5: Maintenance on Radiant Mechanical Heaters

HEAVY CONSTRUCTION (Excavation, Foundations, etc)

Group 1: Maintenance of: Generators, Light Towers

Group 2: Maintenance of: Pumps, Mixers including mudsucking

Group 3: Base Mounted Tower Cranes

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

WAGES:

Per hour: 07/01/2025

Steel Erection:

Group 1	\$ 83.44
Group 2	78.48
Group 3	58.31

Building Construction:

Group 1	\$ 72.50
Group 2	57.45
Group 3	69.18
Group 4	52.71
Group 5	46.16

Heavy Construction:

Group 1	\$ 58.75
Group 2	60.12
Group 3	111.47
Group 4	86.18

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2025

Building Construction:	\$ 31.43* + \$7.40
Steel Erection & Heavy	31.93* + \$7.40

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

Non-Worked Holiday Supplemental Benefits:

Building Construction:	\$ 22.28
Steel Erection & Heavy:	22.53

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages Per Hour:

(1) year terms at the following wage rates:

1st	2nd	3rd	4th.
\$ 39.41	\$ 46.58	\$ 50.17	\$ 53.75

Supplemental Benefits:

Per Hour:
 All Terms \$ 17.18* + 7.40

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

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

Per Hour: 07/01/2025

Maintenance Engineer \$ 86.18
 (Sewer Systems)

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyman \$ 31.93*
 + \$ 7.40

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

Non-Worked Holiday Supplemental Benefits:
 \$ 22.53

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates.

	1st	2nd	3rd	4th
	\$39.41	\$46.58	\$50.17	\$53.75

Supplemental Benefits:
 Per Hour:

All Apprentices: \$ 17.18*
 + \$ 7.40

* This portion of benefits subject to the SAME premium as OT wages

9-15Sewer

Operating Engineer - Building / Heavy&Highway

06/01/2026

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2025 08/01/2025

Well Driller \$ 43.11 \$ 44.37

Well Driller Helper 37.35 38.44

Hazardous Waste Differential
 Added to Hourly Wage:

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

Monitoring Well Work
 Add to Hourly Wage:

Level A \$ 3.00
 Level B \$ 2.00

SUPPLEMENTAL BENEFITS

Per Hour:

Well Driller & Helper 10% of Total Wage at
 Straight time rate plus \$ 13.50*

*Additional \$ 4.25/Hr. for Premium Time Hours Worked

OVERTIME PAY

See (B2, P, S) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Apprentices at 12 Month Terms

Wages Per Hour:

	1st	2nd	3rd
07/01/2025	\$ 28.00	\$ 29.00	\$ 30.00
08/01/2025	\$ 29.40	\$ 30.43	\$ 31.46

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms 10% of Total Straight time wage plus \$ 13.50*

*Additional \$ 4.25/Hr. for Premium Time Hours Worked

4-138well

Operating Engineer - Building & Steel Erection

06/01/2026

JOB DESCRIPTION Operating Engineer - Building & Steel Erection

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour: 07/01/2025

STEEL ERECTION:

Three Drum Derricks	\$ 108.57
Cranes, Two Drum Derricks, Hydraulic Cranes & Fork Lifts, Boom Trucks	104.60
Compressors, Welding Machines	62.36
Compressors (not combined with welding machines)	59.71

BUILDING CONSTRUCTION:

Cranes, Stone Derrick, Boom Trucks, Hydraulic Cranes,	104.87
Double Drum	99.40
4 Pole Hoists and Single Drum Hoists	86.78
Fork Lifts, Plaster(Platform Machine)Plaster Bucket, Concrete Pumps and all other equipment used for hoisting	79.54
House Cars and Rack & Pinion	70.35
House Cars (New Projects)	57.47
Erecting and dismantling Cranes	87.64

Compressors, Welding Machines(Cutting Concrete-Tank Work),
 Paint Spraying, Sand Blasting, Pumps(With the exclusion of
 concrete pumps), House Car (Settlement basis only), All
 Engines irrespective of power(Power-Vac)used to drive
 auxiliary equipment Air, Hydraulic, etc., Boilers, Jacking System
 61.20

APPLICABLE TO BUILDING CATEGORY:

CRANES: Crawler Or Truck

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

APPLICABLE TO STEEL CATEGORY:

CRANES: Crawler Or Truck

	In Addition To Above Crane Rates
100' to 149' Boom	\$ 2.25/hr
150' to 249' "	\$ 2.50/hr
250' to 349' "	\$ 2.75/hr
350' to 450' "	\$ 3.25/hr
Tower Crane	\$ 2.50/hr

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2025

All Operator Classes \$ 28.15*
plus \$ 6.30

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

OVERTIME PAY

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

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

**Applies to Building Construction category

***Applies to Steel Erection

HOLIDAY

Paid: See (5, 6, 8, 11, 12, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 16, 25, 26) on HOLIDAY PAGE

Codes 8 and 12 apply ONLY to Steel Erection

Code 16 applies ONLY to Building Construction

REGISTERED APPRENTICES

Wage Per Hour:

Apprentices (1) year terms at the following rates:

	1st	2nd	3rd
07/01/2025	\$ 45.41	\$ 55.00	\$ 64.58

Supplemental Benefits Per Hour:

07/01/2025
Straight Time \$ 17.65*
plus \$ 6.30

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

9-14 B&S

Operating Engineer - Heavy Construction 1

06/01/2026

JOB DESCRIPTION Operating Engineer - Heavy Construction 1

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

Group 1: Tower Crane/Climbing Crane

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

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

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

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

Group 6: All Drills and machines of a similar nature

- Group 7: Back-Filling Machines and Cranes, Mucking Machines, Dual Drum Pavers
- Group 8: Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power House (Low pressure units)
- Group 9: Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoists, Power Houses (Other than above)
- Group 10: Concrete Mixer
- Group 11: Elevators
- Group 12: Concrete Breaking Machines, Single Drum Hoists, Load Masters, Locomotives and Dinkies (Over 10 tons), Hydraulic Crane-Second Engineer
- Group 13: On-Site Concrete Plant Engineers, On-Site Asphalt Plant Engineer and Vibratory Console
- Group 14: Barrier Mover, Barrier Transport and machines of a similar nature
- Group 15: Compressors (Portable, 3 or more), Truck Compressor (Engineer Driver), Tugger Machines, Well Point Pumps, Chum Drill
- Group 16: Boilers(High pressure),Compressors, Pumps(River Cofferdam) and Welding Machines(except where arc is operated by another Operating Engineer) Push Button Machines, All Engines, irrespective of power(Power Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.
- Group 17: Utility-Horizontal Boring Rig
- Group 18: Utility Compressors
- Group 19: Paving-Asphalt Spreader, Autogrades (C.M.I.), Roto-Mill
- Group 20: Paving-Asphalt Roller
- Group 21 Paving-Asphalt Plant
- Group 22: Roller (non paving, all sizes)

WAGES:(per hour) 07/01/2025

Group 1	\$ 124.68
Group 2	104.14
Group 3	107.26
Group 4	104.83
Group 5	102.91
Group 6	99.09
Group 7	100.82
Group 8	98.12
Group 9	96.22
Group 10	92.29
Group 11	86.70
Group 12	88.46
Group 13	89.05
Group 14	80.64
Group 15	68.95
Group 16	64.60
Group 17	93.69
Group 18	64.22
Group 19	98.12
Group 20	95.80
Group 21	82.09
Group 22	95.80

Cranes: Crawler or Truck

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

SUPPLEMENTAL BENEFITS

Per Hour:

Groups 1-22

Regular Time \$ 28.15* plus \$ 6.30

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

Non-Worked Holiday Supplemental Benefits:

\$ 22.80

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates:

Groups 1-22	1st	2nd	3rd
	\$ 45.41	\$ 55.00	\$ 64.58

Supplemental Benefits:

Groups 1-22	
Regular Time	\$ 17.65* plus \$ 6.30

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

9-14 HC

Operating Engineer - Heavy Construction 2

06/01/2026

JOB DESCRIPTION Operating Engineer - Heavy Construction 2

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

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

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

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

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

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

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

WAGES:(per hour) 07/01/2025

Group 23	\$ 89.06
Group 24	86.57
Group 25	82.43
Group 26	78.23
Group 27	55.82
Group 28	82.43

Cranes: Crawler or Truck

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

SUPPLEMENTAL BENEFITS

Per Hour:

Groups 23-28	
Regular Time	\$ 31.93* + \$7.40

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

Non-Worked Holiday Supplemental Benefits:

\$ 22.53

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates:

	1st	2nd	3rd	4th
Groups 23-28	\$ 39.41	\$ 46.58	\$ 50.17	\$ 53.75

Supplemental Benefits:

Regular Time	\$ 17.18*
	+ \$ 7.40

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

9-15 HC

Operating Engineer - Marine Dredging

06/01/2026

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wage rates do not apply to Operating Engineers on land-based construction projects. For those projects, refer to the Operating Engineers Heavy/Highway rates. The wage rates listed below apply specifically to all equipment and operators involved in marine dredging work within navigable waters located in the counties listed above.

Per Hour:	07/01/2025	10/01/2025
CLASS A1 Deck Captain, Leverman, Mechanical Dredge Operator, Licensed Tug Operator with MOTV	\$ 47.07	\$ 48.48
CLASS A2 Crane Operator (360 swing)	41.94	43.20
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 I/II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer, Licensed Boat, Crew Boat Operator	40.71	41.93
CLASS B2 Certified Welder	38.31	39.46
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	37.26	38.38
CLASS C2 Boat Operator	36.07	37.15
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	29.96	30.86

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes: 7% of Hourly Straight time wage + \$12.00.

Additional \$0.63 per hour for Overtime hours

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer

06/01/2026

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

WAGES

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2025
 Survey Classifications

Party Chief	\$ 51.16
Instrument Man	42.44
Rodman	36.92

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 24.53

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.

*Double-time paid on the 9th hour on Saturday.

HOLIDAY

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

9-15dconsult

Painter

06/01/2026

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2025	05/01/2026
Brush	\$ 54.56	\$ 55.76
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	54.56	55.76
Spray & Scaffold	\$ 57.56	\$ 58.76
Fire Escape	57.56	58.76
Decorator	57.56	58.76
Paperhanger/Wall Coverer	55.62	57.27

SHIFT WORK

Counties of Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, and Westchester; Agency/Government mandated off-shift work to be paid at time and one-half the hourly wage.

SUPPLEMENTAL BENEFITS

Per hour:

Paperhanger	\$ 38.82	\$ 39.86
All others	35.23	36.72

Premium 39.36** 41.23**

**Applies only to "All others" category, not paperhanger journeyworker.

OVERTIME PAY

See (A, E, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

Per hour:	07/01/2025	05/01/2026
Appr 1st term...	\$ 20.76	\$ 21.18
Appr 2nd term...	26.72	27.40
Appr 3rd term...	32.51	33.30
Appr 4th term...	43.64	44.67

Supplemental benefits:

Per Hour:		
Appr 1st term...	\$ 17.40	\$ 18.06
Appr 2nd term...	21.47	22.14
Appr 3rd term...	24.77	25.59
Appr 4th term...	31.43	32.55

8-NYDC9-B/S

Painter

06/01/2026

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: Atlantic Beach, Ceadershurst, East Rockaway, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike & Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St. Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour: 07/01/2025
 Drywall Taper \$ 58.94

SHIFT WORK

When directly specified in public agency or authority contract documents for an employer to work an irregular or off-shift, all employees who work any shifts between 3pm-11pm or 11pm-7am will be paid wage rate as followed:

\$ 67.37

SUPPLEMENTAL BENEFITS

Per Hour:
 Journeyworker: \$ 26.29

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

1st term	\$ 23.18
2nd term	29.81
3rd term	35.63
4th term	47.29

Supplemental Benefits per hour:

1st term	\$ 14.83
2nd term	20.56

3rd term	21.71
4th term	24.00

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel

06/01/2026

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:	07/01/2025	10/01/2025
	\$ 56.25	\$ 57.00
	+ 11.10*	+ 12.10*

ADDITIONAL \$7.00 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 (50 hour cap).

** To be allocated a later date

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:	\$ 13.33	\$ 13.49
	+ 30.76*	+ 31.27*

* 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 (50 hour 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.	07/01/2025	10/01/2025
1st year	\$ 22.50 + 4.44	\$ 22.80 + 4.54*
2nd year	\$ 33.75 + 6.63	\$ 34.20 + 7.26*
3rd year	\$ 45.00 + 8.88	\$ 45.60 + 10.60*
Supplemental Benefits - Per hour:		
1st year	\$ 1.52	\$ 18.63*

	+ 12.51	
2nd year	\$ 8.00	\$ 8.09
	+ 18.47	+ 19.04*
3rd year	\$ 10.66	\$ 10.79
	+ 24.62	+ 25.39*

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

8-DC-9/806/155-BrSS

Painter - Metal Polisher **06/01/2026**

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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2025
Metal Polisher	\$ 40.33
Metal Polisher*	41.43
Metal Polisher**	44.33

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2025

Journeyworker:
 All classification \$ 13.44

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

	07/01/2025
1st year	\$ 20.17
2nd year	22.18
3rd year	24.20
1st year*	\$ 20.56
2nd year*	22.62
3rd year*	24.74
1st year**	\$ 22.67
2nd year**	24.68
3rd year**	26.70

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 8.94
2nd year	8.94
3rd year	8.94

8-8A/28A-MP

Plasterer **06/01/2026**

JOB DESCRIPTION Plasterer **DISTRICT 9**

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

WAGES

Per hour:	07/01/2025	08/01/2025
Building:		
Plasterer/Traditional & Spraying Fireproofing	\$ 47.99 + \$5.62*	\$ 49.18 + \$6.00*

*This portion is not subjected to OT premiums.

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker	\$ 26.10	\$ 26.73

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages:	07/01/2025
(Per hour)	
800 hours term:	
1st term	\$ 19.44 + 0.68*
2nd term	22.69 + 0.81*
3rd term	25.98 + 0.95*

*This portion is not subjected to OT premiums.

Supplemental Benefits:

(Per hour):	
(800) hours term:	
1st term	\$ 11.95
2nd term	12.44
3rd term	13.08

9-262

Plumber **06/01/2026**

JOB DESCRIPTION Plumber **DISTRICT 9**

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

WAGES

Per hour:	07/01/2025
Plumber	\$ 76.30
Temporary Service**	\$ 61.12

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

**THERE ARE NO HELPERS UNDER THIS CLASSIFICATION.

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

SHIFT WORK

Shift work, when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven(7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift.

A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M. and midnight shifts.

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Plumber \$ 45.15

Temporary Service \$ 36.04

OVERTIME PAY

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

*Where the plumbing contract price is one and one half million dollars (\$1,500,000.00) or less, code D applies.

HOLIDAY

Plumber
 Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE.
 Repairs & Maintenance
 Paid: See (1) on HOLIDAY PAGE.
 Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd&4th	5th&6th	7th&8th	9th	10th
\$ 19.00	\$ 21.00	\$ 30.90	\$ 33.00	\$ 35.85	\$ 37.25	\$ 49.32

Supplemental Benefits:

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

1st	2nd	3rd-10th
\$ 5.43	\$ 6.43	\$ 23.81

9-1 Const

Plumber - Pump & Tank: Oil Trades Installation & Maintenance	06/01/2026
---	-------------------

JOB DESCRIPTION Plumber - Pump & Tank: Oil Trades Installation & Maintenance **DISTRICT 9**

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

WAGES

Per hour:
 07/01/2025
 Pump & Tank \$ 74.00

SUPPLEMENTAL BENEFITS

Per hour:

Plumber \$ 34.31

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.
 Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE.

9-1-P&T

Plumber - Repairs & Maintenance	06/01/2026
--	-------------------

JOB DESCRIPTION Plumber - Repairs & Maintenance **DISTRICT 9**

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

WAGES

Per hour:

Repairs & Maintenance 07/01/2025
 \$ 48.90

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

SUPPLEMENTAL BENEFITS

Per hour:

Repair \$ 22.26
 Maintenance

OVERTIME PAY

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

HOLIDAY

Repairs & Maintenance Paid: See (1) on HOLIDAY PAGE.
 Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Note: The Repairs & Maintenance Category has NO Apprentices.

9-1 R&M

Roofer 06/01/2026

JOB DESCRIPTION Roofer **DISTRICT 9**

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

WAGES

Per Hour:	07/01/2025	05/01/2026
		Additional
Roofer/Waterproofer	\$ 50.25	+ \$ 2.75
	+ \$7.00*	

* This portion is not subjected to overtime premiums.

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

SUPPLEMENTAL BENEFITS

Per Hour: \$ 32.62

OVERTIME PAY

See (B, H) on OVERTIME PAGE
 Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

	1st	2nd	3rd	4th
	\$ 17.59	\$ 25.13	\$ 30.15	\$ 37.69
		+ 3.50*	+ 4.20*	+ 5.26*

Supplements:

	1st	2nd	3rd	4th
	\$ 4.22	\$ 16.69	\$ 19.87	\$ 24.65

* This portion is not subjected to overtime premiums.

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

	1st	2nd	3rd	4th	5th
	\$ 19.10	\$ 22.61	\$ 25.13	\$ 30.15	\$ 37.69
		+ 3.16*	+ 3.50*	+ 4.20*	+ 5.26*

Supplements:

	1st	2nd	3rd	4th	5th
	\$ 7.95	\$ 15.09	\$ 16.69	\$ 19.87	\$ 24.65

* This portion is not subjected to overtime premiums.

Sheetmetal Worker **06/01/2026**

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2025

Sign Erector \$ 60.00

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2025

Sign Erector \$ 58.31

OVERTIME PAY

See (B, F, S) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 18.65	\$ 21.16	\$ 23.69	\$ 26.22	\$35.39	\$ 38.52	\$ 42.55	\$ 45.75	\$ 48.96	\$ 52.15

4-137-SE

Sheetmetal Worker **06/01/2026**

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2025

Sheetmetal Worker \$ 62.34

Maintenance of Fans \$ 51.42
 Temporary Operation

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications: \$ 55.00

Premium*: \$ 80.81

Premium**: \$ 106.62

* Applies to instances where 1-1/2 regular rate are paid
 **Applies to instances where 2 times the rate are paid.

OVERTIME PAY

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

* Double the hourly rate on Saturday after 10 Hours

Maintenance of Fans
 Temporary Operation: B,E, & Q

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Six(6) Month Terms As Follows:

Wages per hour:

1st & 2nd Term	3rd & 4th Term	5th & 6th Term	7th & 8th Term	9th Term
\$ 21.70	\$ 27.95	\$ 34.21	\$ 43.63	\$ 49.85

Supplemental Benefits Per Hour:

1st & 2nd Term	3rd & 4th Term	5th & 6th Term	7th & 8th Term	9th Term
Straight Time:				
\$ 20.27	\$ 27.52	\$ 32.53	\$ 40.00	\$ 45.02

Premium*:				
\$ 29.77	\$ 40.45	\$ 47.87	\$ 58.78	\$ 66.15

Premium**:				
\$ 39.26	\$ 53.38	\$ 63.08	\$ 77.56	\$ 87.28

* Applies to instances where 1-1/2 regular rate are paid
 **Applies to instances where 2 times the rate are paid.

Steamfitter **06/01/2026**

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2025

AC Service/Heat Service & Refrigeration	\$ 46.60
--	----------

Includes installation, service, maintenance, repair and replacement, of refrigeration, A/C, Oil Burner and Stoker.

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

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

SUPPLEMENTAL BENEFITS

Per Hour Worked:

AC Service/Heat Service & Refrigeration	\$ 22.71
--	----------

Per hour Paid:	\$ 19.65
----------------	----------

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1 year terms at the following wages per hour:

1st	2nd	3rd	4th
\$ 22.55	\$ 27.23	\$ 31.72	\$ 38.31

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
\$ 14.93	\$ 16.43	\$ 17.99	\$ 20.10

Supplemental Benefits for hours paid:

1st	2nd	3rd	4th
\$ 11.87	\$ 13.37	\$ 14.93	\$ 17.04

4-638B-StmFtrRef

Steamfitter **06/01/2026**

JOB DESCRIPTION Steamfitter **DISTRICT 4**

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

WAGES

Per Hour:	07/01/2025	10/01/2025	04/01/2026
Sprinkler/Steam AC & Heat Fitter	\$ 70.36	\$ 70.36	\$ 70.36
Temporary Heat & AC Fitter	53.49	53.49	53.49

SHIFT WORK

Add 15% to Hourly Wage and Hourly Supplemental Benefit for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2025	10/01/2025	04/01/2026
Sprinkler/Steam Fitter	\$ 54.24	\$ 54.99	\$ 56.49
Temporary Heat & AC Fitter	44.43	45.00	46.14

OVERTIME PAY

Note: The posted overtime rates are applicable after 8 hours plus Saturday, Sunday and Holidays:

Per Hour:	07/01/2025	10/01/2025	04/01/2026
Wages			
Sprinkler/Steam	\$ 140.66	\$ 140.66	\$ 140.66
Temp Heat/AC	106.92	106.92	106.92
Supplemental Benefits per hour:			
Sprinkler/Steam	\$ 107.64	\$ 109.14	\$ 112.14
Temp Heat/AC	88.02	89.16	91.44

HOLIDAY

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

REGISTERED APPRENTICES

1 year terms at the following wages Per hour:

	1st	2nd	3rd	4th	5th
07/01/2025	\$ 28.18	\$ 35.21	\$ 42.24	\$ 49.27	\$ 56.30
10/1/2025	28.18	35.21	42.24	49.27	56.30
04/01/2026	28.18	35.21	42.24	49.27	56.30

PREMIUM TIME Wages per hour:

	1st	2nd	3rd	4th	5th
07/01/2025	\$ 56.30	\$ 70.36	\$ 84.42	\$ 98.48	\$ 112.54
10/01/2025	56.30	70.26	84.42	98.48	112.54

04/01/2026	56.30	70.26	84.42	98.48	112.54
------------	-------	-------	-------	-------	--------

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th
07/01/2025	\$ 22.20	\$ 27.55	\$ 32.88	\$ 38.23	\$ 43.56
10/01/2025	22.50	27.92	33.33	38.75	44.16
04/01/2026	23.10	28.67	34.23	39.80	45.36

PREMIUM TIME Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th
07/01/2025	\$ 43.56	\$ 54.26	\$ 64.92	\$ 75.62	\$ 86.28
10/01/2025	44.16	55.00	65.82	76.66	87.48
04/01/2026	45.36	56.50	67.62	78.76	89.88

4-638A-StmSpFtr

Teamster - Asphalt Delivery

06/01/2026

JOB DESCRIPTION Teamster - Asphalt Delivery

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2025

Truck Driver	
Heavy Construction	\$ 45.645
Asphalt Delivery	

Heavy Construction Work:

Shall include the supply of Asphalt for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

Truck Driver	
Light Construction	\$ 44.90
Asphalt Delivery	

Light Construction Work:

Shall include the supply of Asphalt for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots, Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

SHIFT WORK

PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

SUPPLEMENTAL BENEFITS

Per Hour:

Truck Driver	
Heavy Construction	\$ 56.2025
Asphalt Delivery	

Truck Driver	
Light Construction	\$ 13.25
Asphalt Delivery	

OVERTIME PAY

See (B, B2, E, I, P, R, T, U) on OVERTIME PAGE
 Note: (B,E,P,T,&U) Apply to Heavy Construction Driver.
 Note: (B2,I,T,&U) Apply to Light Construction Driver.
 Note: (U) Only applies after 8 hours worked on holiday.

HOLIDAY

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

*Paid at Double if Worked
 **Paid at Double if Worked.

Teamster - Delivery of Concrete **06/01/2026**

JOB DESCRIPTION Teamster - Delivery of Concrete **DISTRICT 9**

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

WAGES

Per Hour:

Effective 01/01/2026

01/01/2026

Concrete Delivery \$ 43.29
+ 2.66

SUPPLEMENTAL BENEFITS

Per Hour:

Asphalt & Concrete
Delivery Driver \$ 46.85

OVERTIME PAY

See (B, E, P, *R, **U, ***V) on OVERTIME PAGE

Note: R* for Holidays 2, 11, & 15 ONLY

U** for Holidays 5 & 6 ONLY

V*** paid at \$13.25 per hour worked ONLY

HOLIDAY

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

Overtime: See (2, 5, 6, 11, 15) on HOLIDAY PAGE

9-282nyc

Teamster - Heavy Construction **06/01/2026**

JOB DESCRIPTION Teamster - Heavy Construction **DISTRICT 4**

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

WAGES

Per Hour:

Drivers (Debris Removal Street Level and below)

07/01/2025

Dump Trucks \$ 46.115
Tractor Trailers 48.815
Euclid/Turnapull 49.38

SUPPLEMENTAL BENEFITS

Per Hour:

Dump Trucks \$ 59.6525
All Others 57.6525
Up to 40 Hours Worked

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

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

4-282

Welder **06/01/2026**

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 07/01/2025

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
- (B3) Time and one half of the hourly rate after 40 straight 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) Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

(29) Juneteenth

**New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226**

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

Fuel Delivery

Guards, Watchmen

Janitors, Porters, Cleaners,
Elevator Operators

Moving furniture and
equipment

Trash and refuse removal

Window cleaners

Other (Describe)

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

10. Name and Title of Requester

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://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries please call 518-457-5589.

NYS DOL Bureau of Public Work Debarment List 06/05/2026

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		ALEXANDER DELISA		411 THEODORE FREMND SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC	*****8017	AMIN ELECTRICAL CORP.		97-23 218TH STREET QUEENS VILLAGE NY 11429	12/04/2025	12/04/2030
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBASHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY CASALE		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL	*****3932	B ROC CONSTRUCTION INC		7307 WOODSIDE ROAD VICTOR NY 14564	05/06/2025	05/06/2030
DOL	DA	*****2404	BJA RENOVATION, CORP		33 DOLLARD DR NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		C.M.C CONTRACTORS, INC.		500 WEST PUTNAM AVE SUITE 400GREENWICH CT 06830	09/03/2025	09/03/2030
DOL	DOL		CARLOS F. ESCOBAR		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		CARLOS FIGUEROA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL		CESAREO TULA		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****2292	CHAMPION MAINTENANCE CONTRACTORS, INC.		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHRISTOPHER PEROSI		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL DELISA		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	DOL		DANIEL LOHAN		6836 N. LEXINGTON LANE NILES IL 60714	05/28/2026	05/28/2031
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028

NYS DOL Bureau of Public Work Debarment List 06/05/2026

Article 8

DOL	DOL		DENISE NAGLE		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****2337	EGL DRAINAGE SOLUTION & REPAIRS LLC		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	NYC		ENRICO MANETTA		101 MALBA DR. WHITESTONE NY 11357	04/01/2026	04/01/2031
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	NYC		GHANSHYAM AMIN		97-23 218TH STREET QUEENS VILLAGE NY 11429	12/04/2025	12/04/2030
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HENRY WICKE A/K/A HENRY WICKE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	****6961	HUNTER ELEVATOR COMPANY, INC.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL	****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	****5010	J. LINDSLEY ENTERPRISE, LLC		1002 STATE ROUTE 176 FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	****0241	J. LINDSLEY ROOFING, LLC		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028

NYS DOL Bureau of Public Work Debarment List 06/05/2026

Article 8

DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JENNIFER LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JERRY DASTON		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN NAGLE A/K/A JOHN NAGLE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JONATHAN DELISA		411 THEODORE FREMND AVE SUITE 206 RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		JORGE FIGUEROA		411 THEODORE FRMND AVE SUITE 206 RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	01/30/2026	01/30/2031
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027

NYSDOL Bureau of Public Work Debarment List 06/05/2026

Article 8

DOL	DOL	****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDAL AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LIZETTE PONCE		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	NYC	****7516	MANCO ENTERPRISES OF NY, INC.		44-17 54TH DR. MASPETH NY 11378	04/01/2026	04/01/2031
DOL	NYC	****1783	MANETTA ENTERPISES, INC. D/B/A MANETTA INDUSTRIES		44-17 54TH DR. MASPETH NY 11378	04/01/2026	04/01/2031
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	DOL	****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		NASEER CHAUDHRY		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	DOL	****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS BARNETT		33 DOLLARD DR BABYLON NY 11703	03/04/2025	03/04/2030

NYS DOL Bureau of Public Work Debarment List 06/05/2026

Article 8

DOL	DOL		NICHOLAS RAO		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	NYC	****6971	NN CONSTRUCTION, INC.		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	NYC	****5643	NYC LINE CONTRACTORS, INC.		402 JERICO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	****2041	QUALITY STEEL ERECTORS INC.		6836 N. LEXINGTON LANE NILES IL 60714	05/28/2026	05/28/2031
DOL	DOL	****4772	R.W. LOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		ROSA GARCIA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DA	****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC	****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEVEN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029

NYSDOL Bureau of Public Work Debarment List 06/05/2026

Article 8

DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	****4855	TECH INDUSTRIES LLC		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL	****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****8485	TULA PLUMBING AND HEATING LLC		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBASHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		WILLIAM A BELL		7307 WOODSIDE ROAD VICTOR NY 14564	05/06/2025	05/06/2030
DOL	DOL	****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL	****9494	WND CONSTRUCTION LLC		411 THEODORE FREMD AVENUE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028