

# Restoration of Superintendent's Cottage, Dale Cemetery

Cover Page

## APPENDIX A

Dale Cemetery Environmental Survey,  
Spores Environmental Sciences  
July 3, 2019  
(43 pages)

# SPORES

ENVIRONMENTAL SCIENCES

18 Howland Road  
Garrison, New York 10524  
845-588-0909

July 3, 2019

Town Supervisors Office  
Town of Ossining  
16 Croton Avenue  
Ossining, New York 1056

Ms. Levenberg,

Spores Environmental Sciences is pleased to present the complete findings of our recent inspection at Dale Cemetery, for the presence of asbestos, lead and mold. This inspection was performed on June 26<sup>th</sup>, 2019 and focused on the structure located at the entrance to the cemetery and is home to the cemetery office.

This report will contain the methodology, testing locations, laboratory findings, and any related photographs and/ or drawings associated with this exhaustive and complete inspection.

We are grateful for your continued business and value you as a continuing client. If we may be of any assistance on a future project, we look forward to serving you again.

Respectfully,

A handwritten signature in black ink, appearing to read "Jim Lovegrove", written over a horizontal line.

Jim Lovegrove  
Spores Environmental Sciences

# **Spores**

**Environmental Sciences**

## **DALE CEMETERY ENVIRONMENTAL SURVEY**

**Completed 6/26/2019**

## OVERVIEW AND METHODOLOGY

On June 26, 2019 Spores Environmental Sciences performed a thorough inspection of the Dale Cemetery offices, located at the entrance to Dale Cemetery, in Ossining, New York. This inspection was performed as part of a renovation project planned by the Town of Ossining and was specifically retained to determine the presence of asbestos, lead and mold as hazardous materials within the planned renovation area.

Spores dispatched a team of two specialists to sample and perform various testing and bulk sample collections in various locations within this structure. All testing was performed using industry standards for such applications, and followed both the IIRSC protocols for mold assessing, and all protocols as prescribed by the New York State Department of Labor Industrial Code Rule 56, as well as EPA guidelines for both asbestos and lead testing.

All custody documents relevant to this sampling are included in their entirety within the appropriate laboratory results and within their appropriate sections.

*NOTE: This report does not account for any testable building materials that were not accessible because of limitations to building systems (i.e. wall cavities) or other accessibility issues which occluded or prevented unfettered access. Any material found during renovation which is suspect, should either be treated as positive or should be tested.*

## SUMMARY

### **Direct Findings: Plain Terminology**

22 locations were tested for lead containing paint within the project scope of work. 10 of these returned positive for lead and have been identified in the report as POS/HOM (positive/ homogenous) and on-site by an identifying sticker which reads "SPORES +" in which SPORES is printed in green and + in red.

*The term "homogenous" refers to the inclusion by location or system grouping. Door frames are an example of a homogenous area, as they were likely constructed and painted at the same time or are a part of a component within the building, the pillars and archway as an example.*

Air samples were taken within the structure within the office space, outside of the building (as a control), and on each floor of the project area. No physical samples were obtained. These samples returned nominal for mold in each location and were not flagged as containing elevated levels of organic spores.

*Each sample was taken using a calibrated air pump flowing 15 liters of air through an Air-O-Cell spore trap, for a total of 75 liters each sample. Samples were shipped to SanAir Technologies, located in Powhattan, Virginia where they were tested independently.*

Building materials which are not either wood, glass or metallic are suspect building materials that may or may not contain asbestos. To be considered asbestos by the EPA and the State of New York, samples must contain greater than 1% asbestos. Of the samples taken of suspect materials, which include roofing material, window glazing, flooring and associated mastic adhesives, and ceiling plaster, only the tar roofing material returned positive for Chrysotile asbestos. Where applicable, both TEM and PLM testing were done in compliance with New York State law.

The tar on the roof is a category 1 non-friable asbestos and may be removed by a competent and properly licensed asbestos Contractor without variance or specially constructed disposal containers. NYDOL Industrial Code Rule 56 specifically details the removal of this common product safely and in compliance with all codes and protocols.

*Disturbance of either lead and/or asbestos without proper licensing for handling of such materials is unlawful.  
Great care should be exercised in the removal or renovation of these materials.*

*All quantities should be field verified.*

**LABORATORY  
RESULTS**

**ASBESTOS**



**The Identification Specialists**

Analysis Report  
prepared for  
Spores Environmental Sciences

**Report Date: 7/1/2019**

**Project Name: DALE**

**Project #: 190626**

**SanAir ID#: 19031347**



NVLAP LAB CODE 200870-0



**Department  
of Health**

1551 Oakbridge Dr. Suite B | Powhatan, Virginia 23139-8061  
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | [IAQ@SanAir.com](mailto:IAQ@SanAir.com) | [SanAir.com](http://SanAir.com)





SanAir ID Number  
**19031347**  
FINAL REPORT  
7/1/2019 4:03:44 PM

**Name:** Spores Environmental Sciences  
**Address:** 18 Howland Road  
Garrison, NY 10524  
**Phone:** 845-588-0909

**Project Number:** 190626  
**P.O. Number:**  
**Project Name:** DALE  
**Collected Date:** 6/26/2019  
**Received Date:** 6/27/2019 10:25:00 AM

Dear Jim Lovegrove,

We at SanAir would like to thank you for the work you recently submitted. The 6 sample(s) were received on Thursday, June 27, 2019 via FedEx. The final report(s) is enclosed for the following sample(s): 190626-A, 190626-B, 190626-C, 190626-D, 190626-E, 190626-F.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Sobrino".

Sandra Sobrino  
Asbestos & Materials Laboratory Manager  
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:

- 6 samples in Good condition.



SanAir ID Number

19031347

FINAL REPORT

7/1/2019 4:03:44 PM

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**Address:** 18 Howland Road  
Garrison, NY 10524  
**Phone:** 845-588-0909

**Project Number:** 190626  
**P.O. Number:**  
**Project Name:** DALE  
**Collected Date:** 6/26/2019  
**Received Date:** 6/27/2019 10:25:00 AM

Analyst: Pisula, Nicholas

**Asbestos Bulk PLM NY ELAP 198.1**

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
190626-B / 19031347-002 2nd Fl. Plaster, Plaster	Grey Non-Fibrous Homogeneous		100% Other	None Detected
190626-B / 19031347-002 2nd Fl. Plaster, Skim Coat	White Non-Fibrous Homogeneous		100% Other	None Detected
190626-C / 19031347-003 2nd Fl. Ceiling Outer	White Non-Fibrous Homogeneous		100% Other	None Detected
190626-D / 19031347-004 Ext Side	Grey Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: *Nicholas Pisula*Approved Signatory: *[Signature]*

Analysis Date: 7/1/2019

Date: 7/1/2019



SanAir ID Number  
**19031347**  
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Analyst: Pisula, Nicholas

### Asbestos Bulk PLM NOB NY ELAP 198.6

Sample	Appearance	% Other Material	% Non-Asbestos Fibers	Asbestos Types	% Total Asbestos
190626-A 19031347-001 FT PBREH Tar	Non-Fibrous Homogeneous Black	86.36	<1%	Chrysotile	13.64
190626-E Tile 19031347-005 Bath Tile/Mastic	Non-Fibrous Homogeneous Various	100%		None Detected	
190626-E Mastic 19031347-005 Bath Tile/Mastic	Non-Fibrous Homogeneous Black	100%		None Detected	
190626-F Tile 19031347-006 Kitchen Tile/Mastic	Non-Fibrous Homogeneous White	100%		None Detected	
190626-F Mastic 19031347-006 Kitchen Tile/Mastic	Non-Fibrous Homogeneous White	100%		None Detected	

Analyst: *Nick Lih*

Approved Signatory: *[Signature]*

Analysis Date: 7/1/2019

Date: 7/1/2019



SanAir ID Number

19031347

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**Received Date:** 6/27/2019 10:25:00 AM

Analyst: Tallert, Jonathan

### Asbestos Bulk TEM NY ELAP 198.4

Sample	Appearance	% Other Material	% Non-Asbestos Fibers	Asbestos Types	% Total Asbestos
190626-E Tile19031347-005 Bath Tile/Mastic	Non-Fibrous Homogeneous Various	100%		None Detected	
190626-E Mastic19031347-005 Bath Tile/Mastic	Non-Fibrous Homogeneous Black	100%		None Detected	
190626-F Tile19031347-006 Kitchen Tile/Mastic	Non-Fibrous Homogeneous White	100%		None Detected	
190626-F Mastic19031347-006 Kitchen Tile/Mastic	Non-Fibrous Homogeneous White	100%		None Detected	

Analyst:

Approved Signatory:

Analysis Date: 7/1/2019

Date: 7/1/2019

### **Disclaimer**

Final reports cannot be reproduced, except in full, without written authorization from SanAir. The accuracy of the results of the analysis is dependent upon the method of sample procurement and information provided by the client. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. Samples were received in good condition unless otherwise noted on the report. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government.

NY ELAP lab ID 11983

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NY ELAP lab ID 11983

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Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

NY ELAP lab ID 11983



1551 Oakbridge Dr. STE B  
Powhatan, VA 23139  
804.897.1177 / 888.895.1177  
Fax 804.897.0070  
sanair.com

Form 140, Rev 1, 1/20/2017

SanAir ID Number

19031347

Company:	Spores Environmental Sciences	Project #:	190626	Collect by:	Jim Lovegrove
Address:	18 Howland Road	Project Name:	DALE	Phone #:	845-588-0909
City, St., Zip:	Garrison, NY 10524	Date Collected:	6/26/2019	Fax #:	
State of Collection:	ny	Account#:	3130	P.O. Number:	
			Email: jlovegrove@outlook.com		

Bulk			Air			Soil		
ABB	PLM EPA 600/R-93.116	<input type="checkbox"/>	ABA	PCM NIOSH 7400	<input type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual.)	<input type="checkbox"/>
	Positive Stop <input type="checkbox"/>		ABA-2	OSHA w/ TWA	<input type="checkbox"/>	Vermiculite & Soil		
ABEPA	PLM EPA 400 Point Count	<input type="checkbox"/>	ABTEM	TEM AHERA	<input type="checkbox"/>	ABSP	PLM CARB 435 (LOD <1%)	<input type="checkbox"/>
ABBIK	PLM EPA 1000 Point Count	<input type="checkbox"/>	ABATN	TEM NIOSH 7402	<input type="checkbox"/>	ABSP1	PLM CARB 435 (LOD 0.25%)	<input type="checkbox"/>
ABBEN	PLM EPA NOB**	<input type="checkbox"/>	ABT2	TEM Level II	<input type="checkbox"/>	ABSP2	PLM CARB 435 (LOD 0.1%)	<input type="checkbox"/>
ABBCH	TEM Chatfield**	<input type="checkbox"/>	Other:		<input type="checkbox"/>	Dust		
ABBIM	TEM EPA NOB**	<input type="checkbox"/>	New York ELAP			ABWA	TEM Wipe ASTM D-6480	<input type="checkbox"/>
ABQ	PLM Qualitative	<input type="checkbox"/>	PLM NY	PLM EPA 600/M4-82-020	<input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755	<input type="checkbox"/>
			ABEPA2	NY ELAP 198.1	<input checked="" type="checkbox"/>			
			ABENY	NY ELAP 198.6 PLM NOB	<input type="checkbox"/>			
			ABBNY	NY ELAP 198.4 TEM NOB	<input checked="" type="checkbox"/>			
						Matrix	Other	<input type="checkbox"/>

\*\* Available on 24-hr. to 5-day TAT

Water	
ABHF	EPA 100.2 <input type="checkbox"/>

Turn Around Times	3 HR (4 HR TEM) <input type="checkbox"/>	6 HR (8 HR TEM) <input type="checkbox"/>	12 HR <input type="checkbox"/>	24 HR <input type="checkbox"/>
	<input checked="" type="checkbox"/> 2 Days	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 4 Days	<input type="checkbox"/> 5 Days

Special Instructions					
Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate	Start - Stop Time
190626-A	FT 2025H JAL	7 GM	6/26/19		
190626-B	2nd fl. PLASTER	8 GM	6/26/19		
190626-C	2nd fl. CEILING OUTLET		6/26/19		
190626-D	EXT SIDE	62 GM	6/26/19		
190626-E	BATH TILE / MASTIC	62 GM	6/26/19		
190626-F	KITCHEN TILE / MASTIC		6/26/19		

Relinquished by	Date	Time	Received by	Date	Time
			CEL	6/27/19	10:15 AM

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST Friday will begin at 8 am Monday morning. Weekend or holiday work must be scheduled ahead of time and is charged for rush turnaround time. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

Page 9 of 9



**LABORATORY  
RESULTS**

**MOLD**



**The Identification Specialists**

Analysis Report  
prepared for  
Spores Environmental Sciences

**Report Date: 6/28/2019**

**Project Name: Dale**

**Project #: 190626**

**SanAir ID#: 19031234**



1551 Oakbridge Dr. Suite B | Powhatan, Virginia 23139-8061  
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | [IAQ@SanAir.com](mailto:IAQ@SanAir.com) | [SanAir.com](http://SanAir.com)



SanAir ID Number

**19031234**

FINAL REPORT

6/28/2019 1:42:44 PM

**Name:** Spores Environmental Sciences  
**Address:** 18 Howland Road  
Garrison, NY 10524  
**Phone:** 845-588-0909

**Project Number:** 190626  
**P.O. Number:**  
**Project Name:** Dale  
**Collected Date:** 6/26/2019  
**Received Date:** 6/27/2019 10:25:00 AM

Dear Jim Lovegrove,

We at SanAir would like to thank you for the work you recently submitted. The 4 sample(s) were received on Thursday, June 27, 2019 via FedEx. The final report(s) is enclosed for the following sample(s): 190626-1, 190626-2, 190626-3, 190626-4.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in cursive script that reads "L. Claire Macdonald".

L. Claire Macdonald  
Microbiology Laboratory Manager  
SanAir Technologies Laboratory

**Final Report Includes:**

- Cover Letter
- Air Cassette Analysis
- Disclaimers and Additional Information

**Sample conditions:**

- 4 samples in Good condition.



Name: Spores Environmental Sciences  
Address: 18 Howland Road  
Garrison, NY 10524  
Phone: 845-588-0909

Project Number: 190626  
P.O. Number:  
Project Name: Dale  
Collected Date: 6/26/2019  
Received Date: 6/27/2019 10:25:00 AM

SanAir ID Number: 19031234  
FINAL REPORT  
6/28/2019 1:42:44 PM

Analyst: Tucker, Crystal

## Air Cassette Analysis

ND = None Detected. Blank spaces indicate no spores detected.

SanAir ID Number	19031234-001	19031234-002	19031234-003	19031234-004
Analysis Using STL	105C	105C	105C	105C
Sample Number	190626-1	190626-2	190626-3	190626-4
Sample Identification	Outside	Office	1st Fl Apt	2nd Fl Apt
Sample Type	Air Cassette - Air-O-Cell	Air Cassette - Air-O-Cell	Air Cassette - Air-O-Cell	Air Cassette - Air-O-Cell
Volume	75 Liters	75 Liters	75 Liters	75 Liters
Analytical Sensitivity	13 Count/M <sup>3</sup>	13 Count/M <sup>3</sup>	13 Count/M <sup>3</sup>	13 Count/M <sup>3</sup>
Background Density	2	2+	2	2+
Other				
Mycelial Fragments	Raw Count	Raw Count	Raw Count	Raw Count
Fungal Identification	Count/M <sup>3</sup>	Count/M <sup>3</sup>	Count/M <sup>3</sup>	Count/M <sup>3</sup>
Alternaria species	%	%	%	%
Ascomycetes	119	52	67	50
Aspergillus/Penicillium	2	9	102	83
Basidiospores	210	116	80	1
Chaetomium species	119	197	1	51
Cladosporium species				1
Curvularia species				1
Pestalotia- / Pestalotiopsis-like				1
Pithomyces species	1	1		1
Polythrincium species	1	13		13
Smuts/Myxomycetes	2			13
Zygophiala species	454	376	251	189
TOTAL	6053	5013	3347	2520

Signature:

*Crystal Tucker*

Date: 6/28/2019

Reviewed:

*Johnathan Wilson*

Date: 6/28/2019



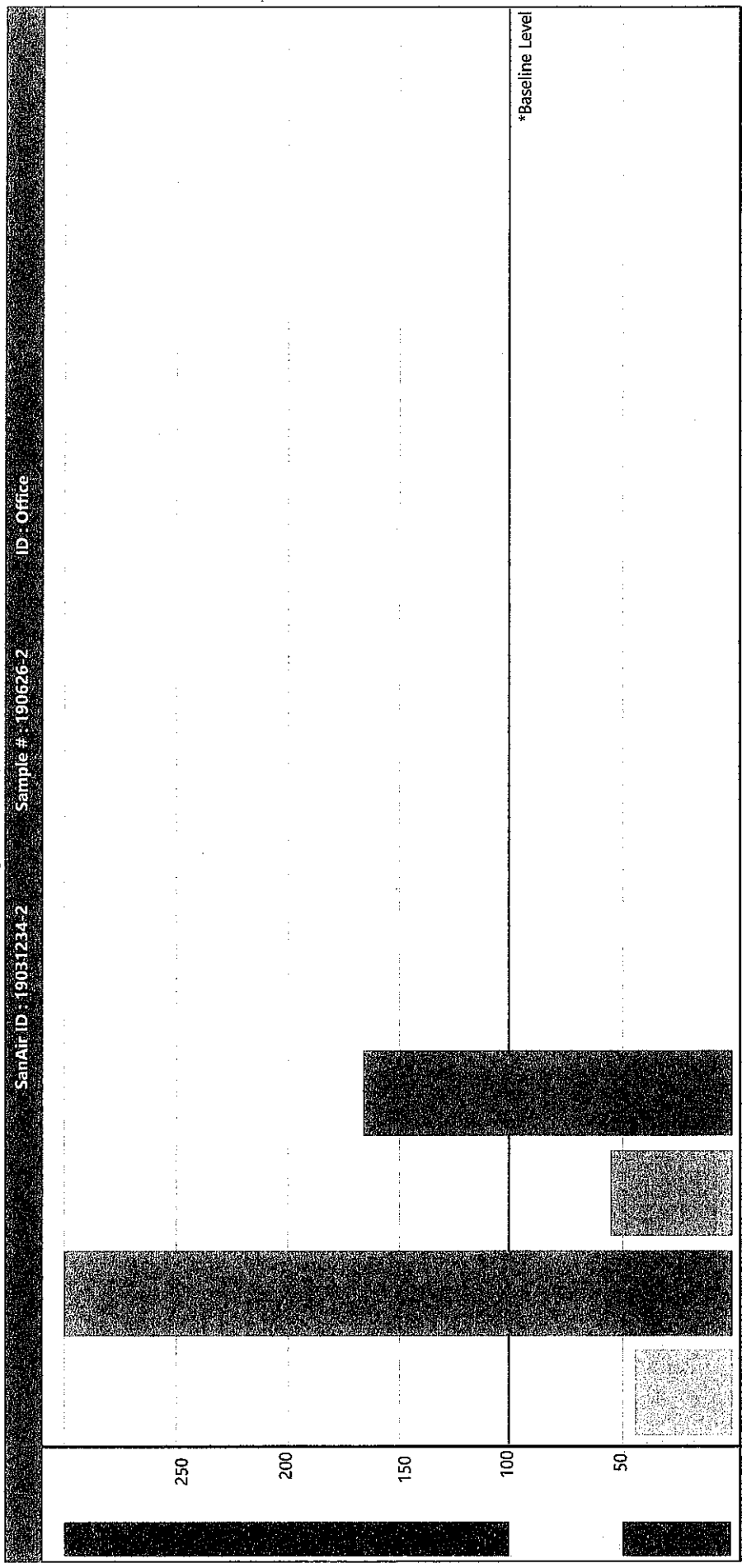
Name: Spores Environmental Sciences  
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Garrison, NY 10524  
Phone: 845-588-0909

Project Number: 190626  
P.O. Number:  
Project Name: Dale  
Collected Date: 6/26/2019  
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SanAir ID Number: 19031234  
FINAL REPORT  
6/28/2019 1:42:44 PM

Analyst: Tucker, Crystal

# Air Cassette Analysis - Spores % of Outside Air



Count/m³ higher than Baseline  
Count/m³ comparable to Baseline  
Within 50% of Baseline Count/m³

Ascospores  
Aspergillus/Penicillium  
Basidiospores  
Cladosporium species

\*The Baseline Level (100%) represents the average baseline sample counts. Counts above the baseline may indicate higher than expected levels of a given result.



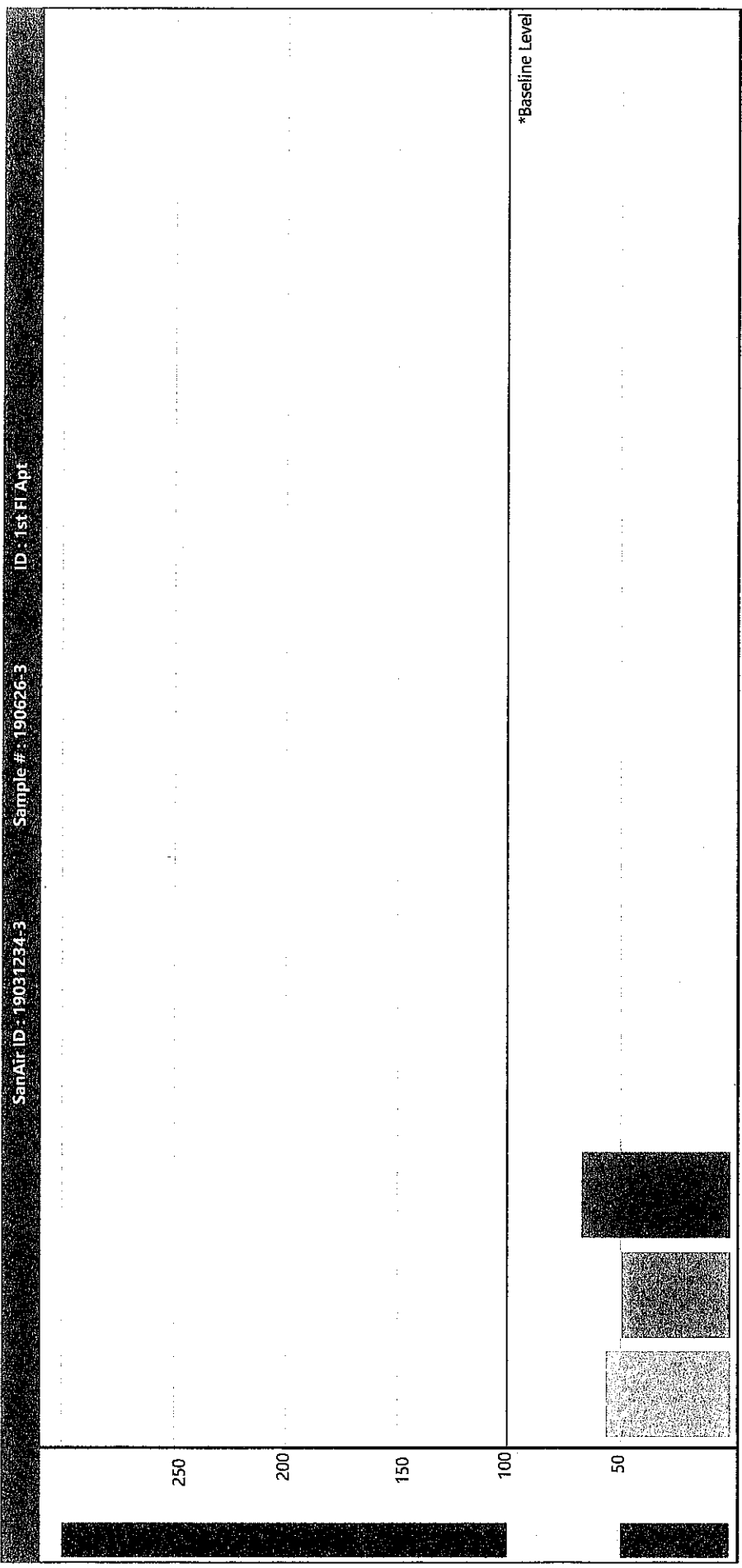
Name: Spores Environmental Sciences  
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Project Number: 190626  
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6/28/2019 1:42:44 PM

Analyst: Tucker, Crystal

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Basidiospores

Cladosporium species

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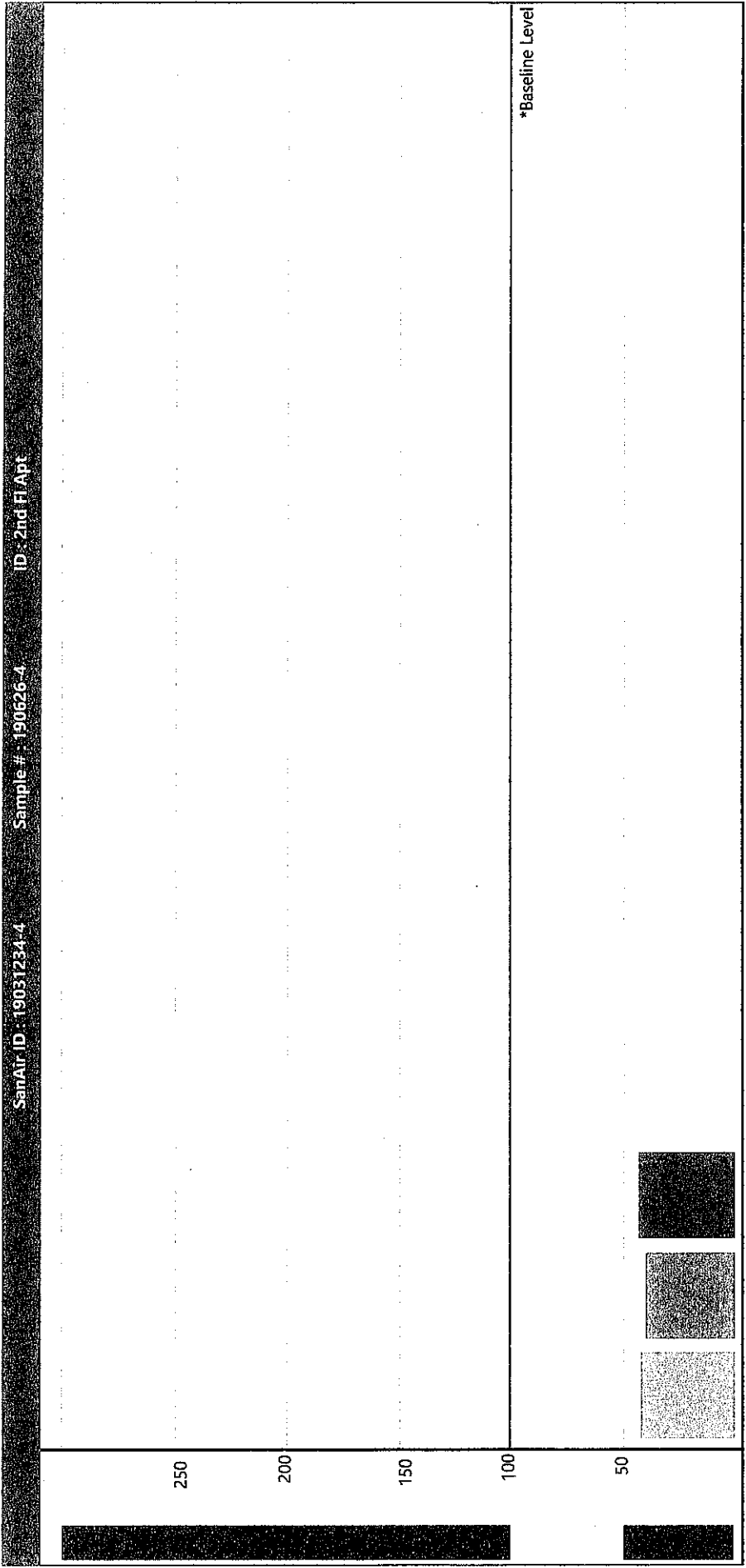
Name: Spores Environmental Sciences  
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Project Number: 190626  
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Analyst: Tucker, Crystal

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Count/m³ comparable to Baseline

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Basidiospores

Cladosporium species

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## Organism Descriptions

*The descriptions of the organisms presented are derived from various reference materials. The laboratory report is based on the data derived from the samples submitted and no interpretation of the data, as to potential, or actual, health effects resulting from exposure to the numbers of organisms found, can be made by laboratory personnel. Any interpretation of the potential health effects of the presence of this organism must be made by qualified professional personnel with first hand knowledge of the sample site, and the problems associated with that site.*

**Mycelial Fragments** - A mycelium (plural = mycelia) is the "body" of a fungus. It is a collective term for hyphae (singular = hypha), which are the tubular units of the mycelium usually composed of chitin. The terms hyphae and mycelial fragments are used interchangeably. [This information was referenced from the mycology text "The Fifth Kingdom"] In some cases a fungal identification cannot be obtained due to lack of sporulation. Only the mycelial fragments are present, and cannot be identified without the distinguishing characteristics of the spores or the structures they grow from.

**Health Effects:** Allergic reactions may occur in the presence of spores (conidia) or mycelial/hyphal fragments.

**Alternaria species** - This genus comprises a large number of saprobes and plant pathogens. It is one of the predominate airborne fungal spores indoor and outdoor. Outdoors it may be isolated from samples of soil, seeds, and plants. It is one of the more common fungi found in nature, extremely widespread and ubiquitous. Conidia are easily carried by the wind, with peak concentrations in the summer and early fall. It is commonly found in outdoor samples. It is often found in indoor environments, on drywall, ceiling tiles, in house dust, carpets, textiles, and on horizontal surfaces in building interiors. Often found on window frames.

**Health Effects:** In humans, it is recognized to cause type I and III allergic responses. Because of the large size of the spores, it can be deposited in the nose, mouth and upper respiratory tract, causing nasal septum infections. It has been known to cause Baker's asthma, farmer's lung, and hay fever. It has been associated with hypersensitivity pneumonitis, sinusitis, dermatomycosis, onychomycosis, subcutaneous phaeohyphomycosis, and invasive infection. Common cause of extrinsic asthma (immediate-type hypersensitivity: type I). Acute symptoms include edema and bronchospasms, chronic cases may develop pulmonary emphysema.

**References:** Flannigan, Brian, Robert A. Samson, and J. David Miller, eds. Microorganisms in Home and Indoor Work Environments: Diversity, Health Impacts, Investigation, and Control. London and New York: Taylor & Francis, 2001.

**Ascospores** - From the fungal Subphylum Ascomycotina. Ascospores are ubiquitous in nature and are commonly found in the outdoor environment. This class contains the "sac fungi" and yeasts. Some ascospores can be identified by spore morphology, however, some care should be exercised with regard to specific identification. They are identified on tape lifts and non-viable analysis by the fact that they have no attachment scars and are sometimes enclosed in sheaths with or without sacs. Ascomycetes may develop both sexual and asexual stages. Rain and high humidity may help asci to release, and disperse ascospores, which is why during these weather conditions there is a great increase in counts.

**Health Effects:** This group contains possible allergens.

**Aspergillus/Penicillium** - These spores are easily aerosolized. Only through the visualization of reproductive structures can the genera be distinguished. Also included in this group are the spores of the genera Acremonium, Phialophora, Verticillium, Paecilomyces, etc. Small, round spores of this group lack the necessary distinguishing characteristics when seen on non-viable examination.

**Health Effects:** Can cause a variety of symptoms including allergic reactions. Most symptoms occur if the individual is immunocompromised in some way (HIV, cancer, etc). Both Penicillium and Aspergillus spores share similar morphology on non-viable analysis and therefore are lumped together into the same group.

**Basidiospores** - From the Subphylum Basidiomycotina which contains the mushrooms, shelf fungi, and a variety of other macrofungi. They are saprophytes, ectomycorrhizal fungi or agents of wood rot, which may destroy the structure wood of buildings. It is extremely difficult to identify a specific genera of mushrooms by using standard culture plate techniques. Some basidiomycete spores can be identified by spore morphology; however, some care should be exercised with regard to specific identification. The release of basidiospores is dependant upon moisture, and they are dispersed by wind.

**Health Effects:** Many have the potential to produce a variety of toxins. Members of this group may trigger Type I and III fungal hypersensitivity reactions. Rarely reported as opportunistic pathogens.





SanAir ID Number  
19031234  
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**Chaetomium species** - It is an ascomycete. It is found on a variety of substrates containing cellulose including paper and plant compost. It can be found on the damp or water damaged paper in sheetrock after a long term water damage. Several species have been reported to play a major role in decomposition of cellulose made materials. These fungi are able to dissolve the cellulose fibers in cotton and paper, and thus cause these materials to disintegrate. The process is especially rapid under moist conditions.

**Health Effects:** Chaetomium can produce type I fungal hypersensitivity and has caused onychomycosis (nail infections).

**References:** Flannigan, Brian, Robert A. Samson, and J. David Miller, eds. Microorganisms in Home and Indoor Work Environments: Diversity, Health Impacts, Investigation, and Control. London and New York: Taylor & Francis, 2001.

**Cladosporium species** - The most commonly identified outdoor fungus. The outdoor numbers are reduced in the winter and are often high in the summer. Often found indoors in numbers less than outdoor numbers. It is commonly found on the surface of fiberglass duct liner in the interior of supply ducts. A wide variety of plants are food sources for this fungus. It is found on dead plants, woody plants, food, straw, soil, paint and textiles. Often found in dirty refrigerators and especially in reservoirs where condensation is collected, on moist window frames it can easily be seen covering the whole painted area with a velvety olive green layer.

**Health Effects:** It is a common allergen. It can cause mycosis. Common cause of extrinsic asthma (immediate-type hypersensitivity: type I). Acute symptoms include edema and bronchiospasms, chronic cases may develop pulmonary emphysema. Illnesses caused by this genus can include phaeohyphomycosis, chromoblastomycosis, hay fever and common allergies.

**References:** Flannigan, Brian, Robert A. Samson, and J. David Miller, eds. Microorganisms in Home and Indoor Work Environments: Diversity, Health Impacts, Investigation, and Control. London and New York: Taylor & Francis, 2001.

**Curvularia species** - Curvularia is found on plant material and is considered a saprobe. It has also been isolated from dust samples and from wallpaper.

**Health Effects:** It has been reported to cause type I hypersensitivity and to be a cause of allergic fungal sinusitis. It may cause corneal infections, mycetoma and infections in immune compromised hosts.

**References:** De Hoog, G.S., J. Guarro, J. Gene, and M.J. Figueras. Atlas of Clinical Fungi, 2nd Edition. The Netherlands: CBS, 2000.

**Pestalotia- / Pestalotiopsis-like** - This group consists of several genera. Mostly plant pathogens.

**Pithomyces species** - Grows on dead grass in pastures and decaying plant material.

**Health Effects:** Causes facial eczema in ruminants.

**References:** St-Germain, Guy, and Richard Summerbell. Identifying Filamentous Fungi: A Clinical Laboratory Handbook. California: Star Publishing Co., 1996.

**Polythrincium species** - This fungus is often associated with leaves and other plant material. There are no reports of any clinical significance or allergenic properties.

**References:** Ellis, Martin B., Ellis, Pamela, Microfungi on Land Plants: An Identification Handbook. England, The Richmond Publishing Co. Ltd., 1997.



SanAir ID Number

19031234

FINAL REPORT

6/28/2019 1:42:44 PM

**Name:** Spores Environmental Sciences  
**Address:** 18 Howland Road  
Garrison, NY 10524  
**Phone:** 845-588-0909

**Project Number:** 190626  
**P.O. Number:**  
**Project Name:** Dale  
**Collected Date:** 6/26/2019  
**Received Date:** 6/27/2019 10:25:00 AM

## Organism Descriptions

*The descriptions of the organisms presented are derived from various reference materials. The laboratory report is based on the data derived from the samples submitted and no interpretation of the data, as to potential, or actual, health effects resulting from exposure to the numbers of organisms found, can be made by laboratory personnel. Any interpretation of the potential health effects of the presence of this organism must be made by qualified professional personnel with first hand knowledge of the sample site, and the problems associated with that site.*

**Smuts/Myxomycetes** - Smuts and Myxomycetes are parasitic plant pathogens. They are typically grouped together due to their association with plants, the outdoors and because they share similar microscopic morphology.

**Health Effects:** Can produce type I fungal hypersensitivity reactions.

**References:** Martin, G.W., C.J. Alexopoulos, and M.L. Farr. The Genera of Myxomycetes. Iowa City, Iowa: University of Iowa Press, 1983.

**Zygophiala species** - This fungi is known as a plant pathogen.

**References:** Ellis, Martin B., Ellis, Pamela, Microfungi on Land Plants: An Identification Handbook. England, The Richmond Publishing Co. Ltd., 1997.

The limit of detection is the lowest spore count detectable with reasonable certainty, and it is calculated this way using a raw count of one. Keep in mind there are 1,000 liters in a cubic meter.

$$1 \times (1,000 / \text{Total Volume in Liters})$$

How to calculate the count per cubic meter:

$$\text{Raw Count} \times (1,000 / \text{Total Volume in Liters})$$

The last column on the right shows the percentage for which each spore type comprised the total spore count.

### **Understanding the Air Cassette Graph (If included in the final report)**

The graph is a visual representation of the baseline sample (usually the outdoor air sample) compared individually against each indoor sample. Each spore type found on the indoor sample is compared to what was found outdoors per cubic meter.

The graph shows the percentile representation of each indoor spore count derived by dividing the indoor Count/m<sup>3</sup> by the outdoor Count/m<sup>3</sup>. If the percentage is below 50% of the outside count, then the bar is below 50 on the chart, which corresponds to Within 50% of Baseline Count/m<sup>3</sup>. If the percentage is between 50 and 100%, then the bar on the chart will stop between 50 and 100, which corresponds to Count/m<sup>3</sup> comparable to Baseline. If the percentage is greater than 100%, then the bar will be above 100 on the chart, which corresponds to Count/m<sup>3</sup> higher than Baseline.

Each organism is given a threshold level for the Count/m<sup>3</sup>. If this threshold level is not met in an inside sample, then the organism will not be graphed on the chart. This is used to prevent the graph from showing every spore type that is commonly found outside and doesn't typically indicate a possible moisture problem inside. For example, most common outdoor spores (e.g. ascospores, basidiospores, and *Cladosporium*) have a threshold level of 100. Therefore, in order to show up on the chart, the inside Count/m<sup>3</sup> must be above 100. On the other hand, fungi that may indicate water damage (e.g. *Stachybotrys*, *Ulocladium*, *Chaetomium*, *Memnoniella*, etc.) are given lower threshold levels. These fungi have a higher water activity value and therefore require more moisture to grow. *Stachybotrys* and *Chaetomium* have threshold values of 14 and 30, respectively, as even a low count of those types of spores may indicate an issue with excess moisture.

Keep in mind that this graph is to be used only as a tool in the inspection of a building. Visual examination and knowledge of water damage, past remediation, and weather conditions, among other elements, is essential in the decision regarding the indoor air quality of a building.

### **Assistance with Remediation Projects**

\*\*more information pertaining to interpretation of results is available on our website [www.sanair.com](http://www.sanair.com)\*\*

For assistance in a remediation project you may consult the Institute of Inspection, Cleaning and Restoration Certification (IICRC) S500 and S520 protocols. The S500 is a reference guide for water-damage restoration and the S520 pertains specifically to mold remediation. Other standards and guidelines regarding Indoor Air Quality that may assist in remediation projects:

- AIHA (Recognition, Evaluation, and Control of Indoor Mold)
- AIHA (The Facts About Mold)
- NADCA (ACR 2006)
- IESO (Standards of Practice for the Assessment of Indoor Air Quality)
- EPA (Mold Remediation in Schools and Commercial Buildings)
- New York City Department of Health and Mental Hygiene (Guidelines on Assessment and Remediation of Fungi in Indoor Environments)

## **Disclaimer**

SanAir Technologies Laboratory does not make contamination corrections to reports based upon analysis of laboratory and/or field blanks.

This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The information provided in this report applies only to the samples submitted and is relevant only for the date, time and location of sampling. SanAir assumes no responsibility for the method of sample procurement. Evaluation reports are based solely on the sample(s) in the condition in which they arrived at the laboratory and on the information provided by the client on the COC. SanAir will not provide any opinion on the safety of a building as visual inspection and knowledge of water damage, past remediation and weather conditions during sampling, among other elements, is essential in this decision. All samples are disposed of after 90 days unless otherwise requested by the client. SanAir is accredited by AIHA-LAP, LLC in the EMLAP program. Refer to our accreditation certificate or [www.aihaaccreditedlabs.org](http://www.aihaaccreditedlabs.org) for an up to date list of the Fields of Testing for which we are accredited.

This report does not constitute endorsement by AIHA-LAP, LLC/NVLAP and/or any other U.S. governmental agencies; and may not be certified by every local, state and federal regulatory agency.

**SanAir Technologies Laboratory, Inc.**

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 804-897-1177 / 888-895-1177 / Fax 804-897-0070  
 www.sanair.com

**Microbiology  
Chain of Custody**

SanAir ID Number

19031234

<b>Spores Environmental Sciences</b>	Project Number: 190626	Phone #:
<b>18 Howland Road</b>	Project Name: DALE	Phone #: 845-588-0909
<b>Garrison, NY 10524</b>	Date Collected: 6/26/2019	Fax #:
Samples Collected By: Jim Lovegrove	P.O. Number:	Email: jlovegrove@outlook.com

Sample Types		Analysis Types	Turn Around Time
AC	Air Cassette	A1 - Identification and Enumeration of Fungal spores, plus total dander, fiber, and pollen count	Hours 3/6/24/48-Std
		A2 - Identification and Enumeration of Fungal spores only	Hours 3/6/24/48-Std
T B S*	Tape Bulk Swab*	D1 - Direct Identification of Fungi	Hours 3/6/24/48-Std
		D2 - Direct Identification of Mites, Insects, Pollen, etc.	Hours 3/6/24/48-Std
AP B S	Air Plate Bulk Swab	C1 - Culture Identification and Enumeration of Fungi only	5-10 Days
		C2 - Culture Identification and Enumeration of Bacteria only	2-4 Days
		C3 - Culture Identification and Enumeration of Fungi and Bacteria	5-10 Days
		C4 - Culture Identification and Enumeration of Thermophilic Bacteria with C2 or C3 analysis	2-4 or 5-10 Days
W	Water	L1 - Culture Identification and Enumeration of <i>Legionella</i> sp.	7-10 Days
D	Dust	M1 - Dust Mite Allergen Test	Hours 3/6/24/48-Std

SanAir Technologies Laboratory offers speciation by PCR. Please call for details and pricing.

Sample #	Sample Identification	Sample Type	Analysis Type(s)	Turn Around Time	Total Volume (L) or Area (in <sup>2</sup> )	Time Start - Stop	
190626-1	OUTSIDE	AC	A2	24	75L	0	5
190626-2	OFFICE	AC	A2	24	75L	0	5
190626-3	1ST FL. APT	AC	A2	24	75L	0	5
190626-4	2ND FL. APT	AC	A2	24	75L	0	5

**Special Instructions**

Relinquished by	Date	Time	Received by	Date	Time
			LB	6/27/19	10:25am

Unless scheduled, the turn around time for all samples received after 3 pm Friday will begin at 8 am Monday morning. Weekend or Holiday work must be scheduled ahead of time and is charged 150% of analytical rate.

\*Although we allow Direct Identification from a swab sample, best results are received from tape samples.

**LABORATORY  
RESULTS**

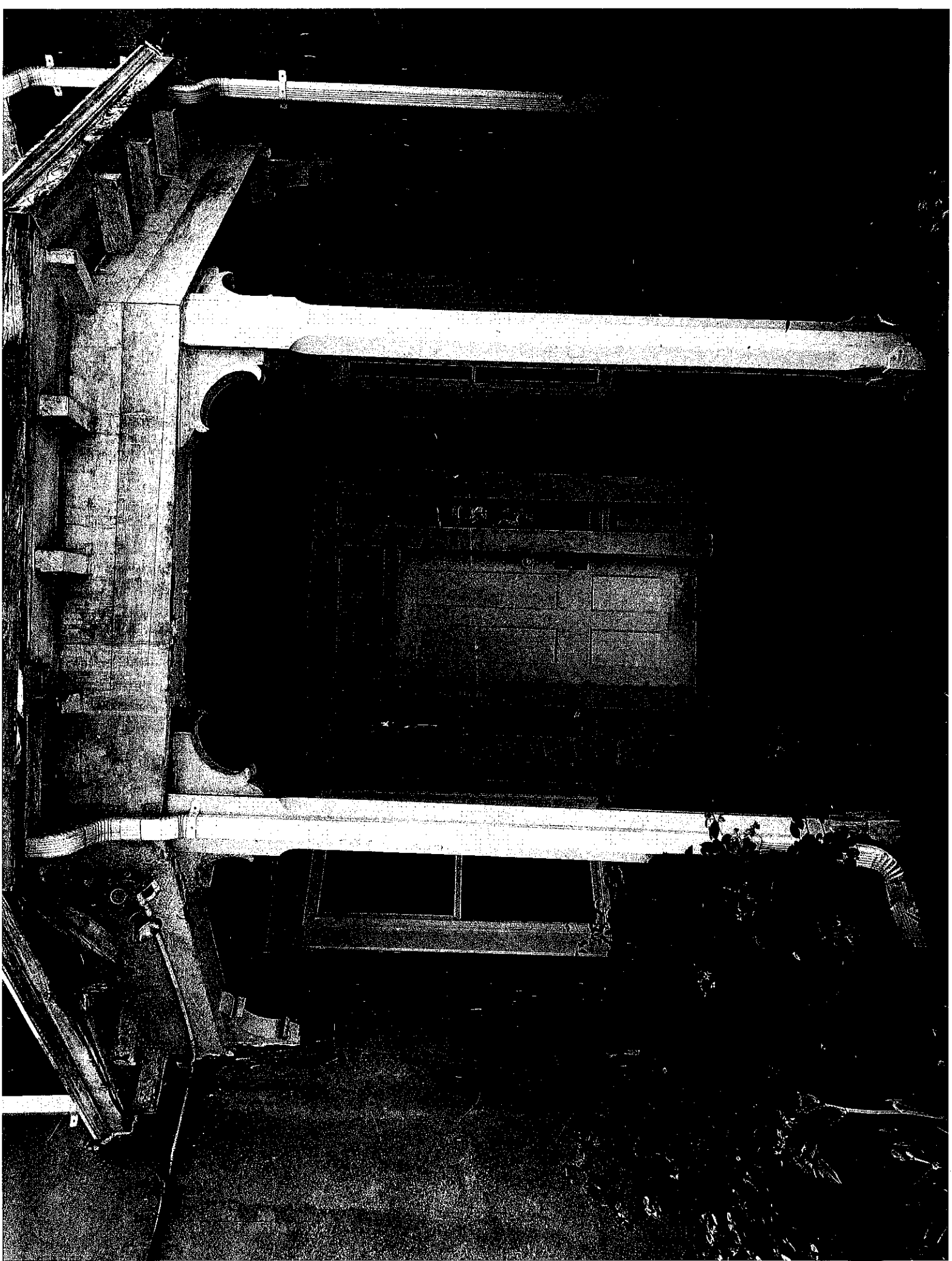
**LEAD**

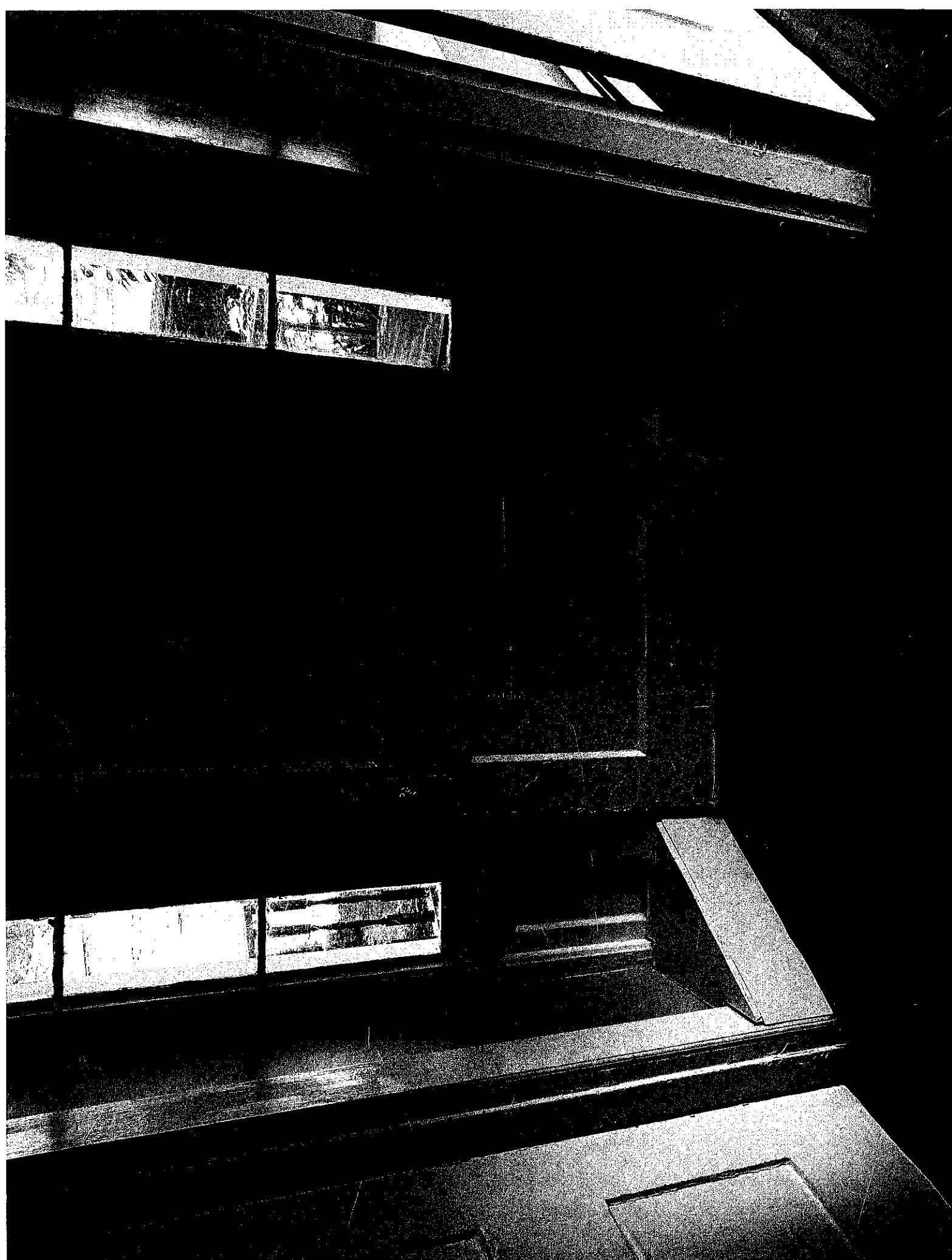
<b>Test Location</b>	<b>Lot Number</b>			<b>Results</b>
<b>PORCH</b>				
RT. DOOR FRAME		AAMBB20		POSITIVE
LT. WINDOW FRME		AAMBB20		POSITIVE/HOMOGENOUS
RT. WINDOW FRAME		AAMBB20		POSITIVE/HOMOGENOUS
CEILING		AAMBB20		POSITIVE/HOMOGENOUS
FLOOR		AANBB20		NEGATIVE/HOMOGENOUS
PILLARS		AANBB20		POSITIVE/HOMOGENOUS

<b>APARTMENT 1ST FL</b>				
LEFT ROOM DOOR		AANBB20		POSITIVE/HOMOGENOUS
CENTER ROOM WHITE		AANBB20		NEGATIVE/HOMOGENOUS
CENTER ROOM GREEN		AANBB20		NEGATIVE/HOMOGENOUS
KITCH. WHITE		AANBB20		NEGATIVE/HOMOGENOUS
KITCH BLUE		AANBB20		NEGATIVE/HOMOGENOUS
<b>APARTMENT 2ND FL</b>				
BDRM 1 WHITE		AANBB20		POSITIVE/HOMOGENOUS
BDRM 1 BLUE		AANBB20		POSITIVE/HOMOGENOUS
BDRM 2 YELLOW		AAMBB20		NEGATIVE/HOMOGENOUS
BDRM 2 WHITE		AAMBB20		POSITIVE/HOMOGENOUS
BDRM 3 WHITE		AAMBB20		POSITIVE/HOMOGENOUS
BDRM 3 IVORY		AAMBB20		NEGATIVE/HOMOGENOUS
HALL BLUE		AAMBB20		NEGATIVE/HOMOGENOUS
BDRM 4 PURPLE		AAMBB20		NEGATIVE/HOMOGENOUS
HALL FLOOR		AAMBB20		NEGATIVE/HOMOGENOUS

**SUPPORTING  
PHOTOGRAPHS**

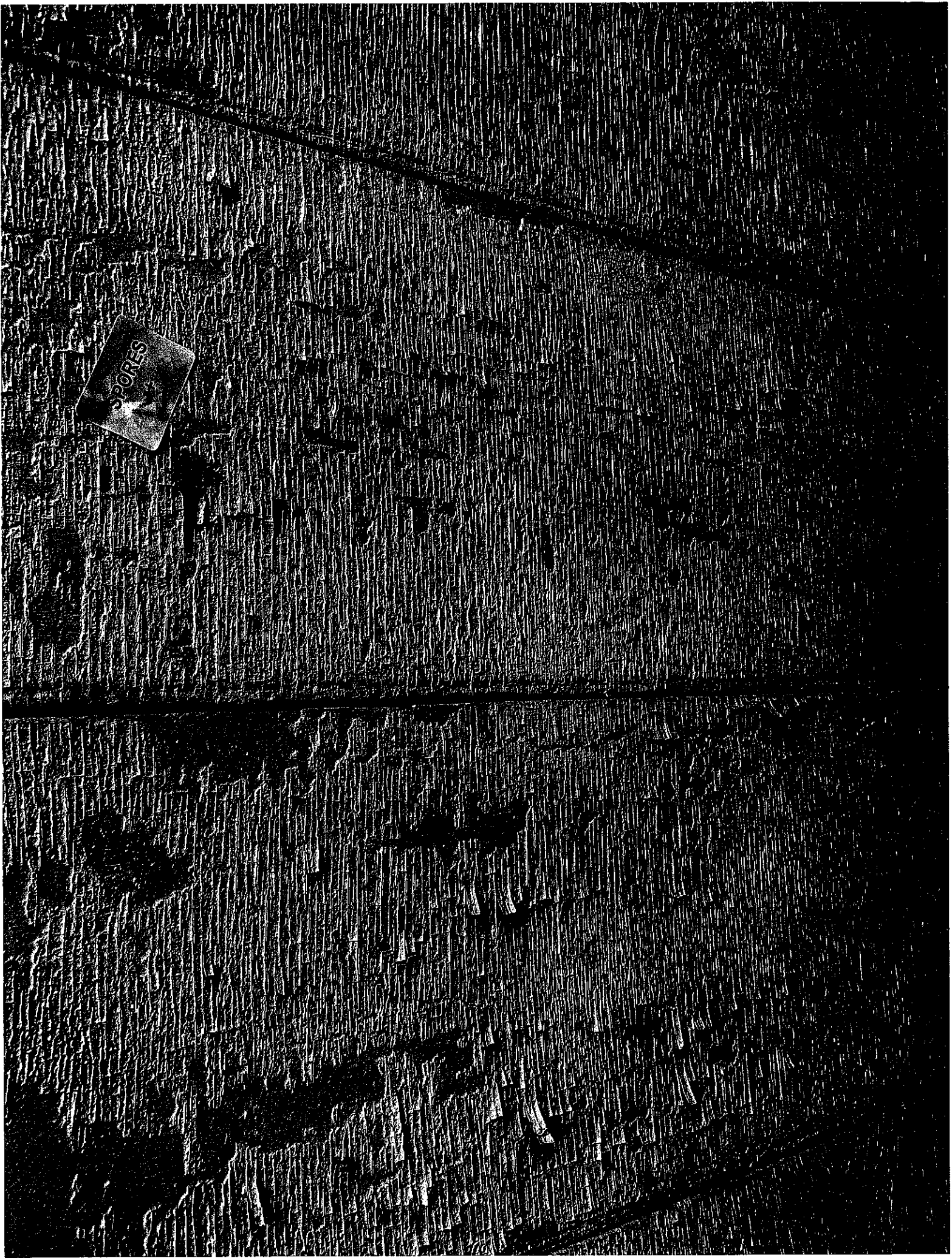
















SPORES  
+



SPONES

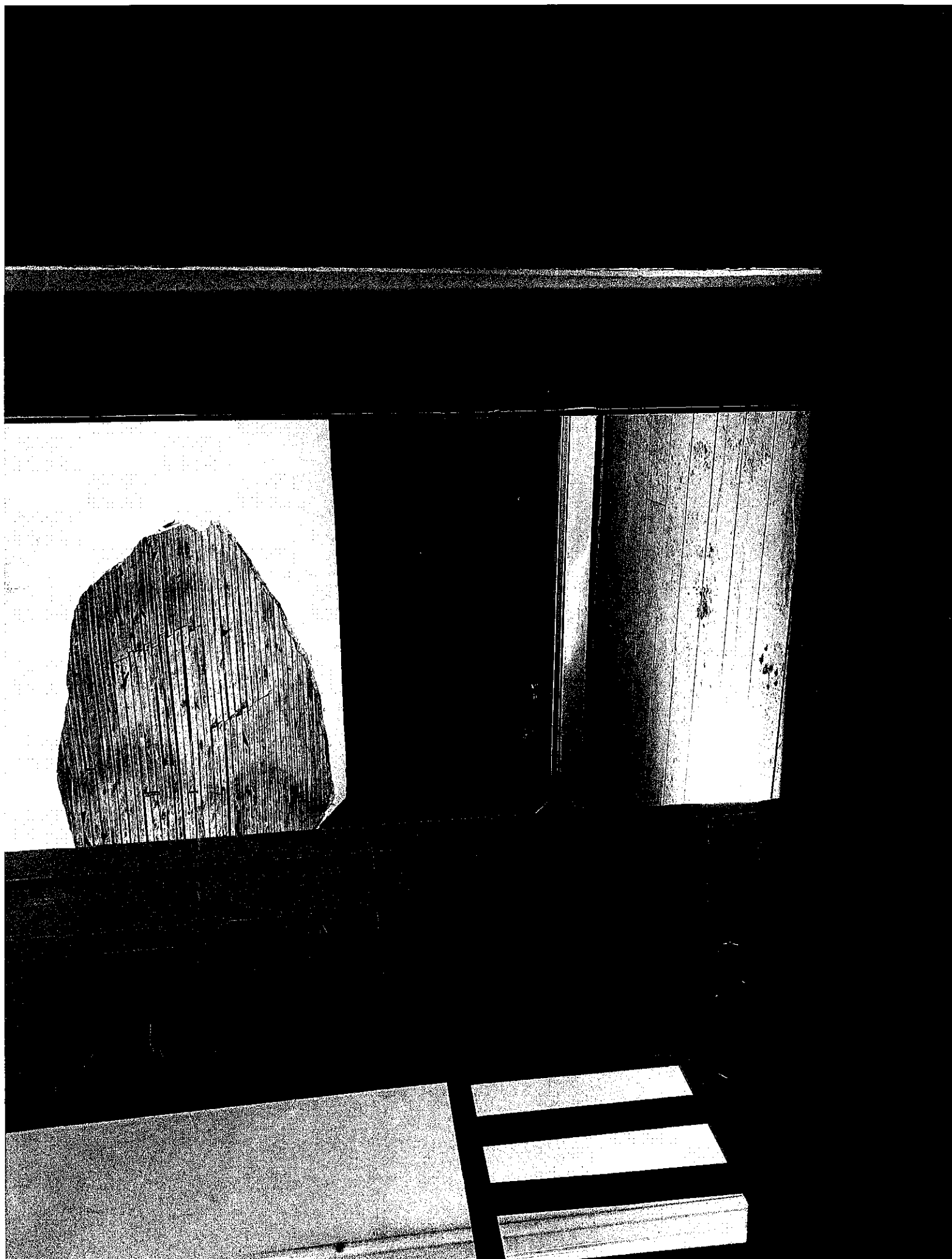






SPORES  
+

SPORES



# Restoration of Superintendent's Cottage, Dale Cemetery

Cover Page

## APPENDIX B

Mortar and Stucco Analyses,  
Dale Cemetery Superintendent's Cottage,  
Jablonski Building Conservation

June 6, 2019

(14 pages)

**MORTAR AND STUCCO ANALYSES  
DALE CEMETERY SUPERINTENDANT'S COTTAGE  
104 HAVELL STREET  
OSSINING, NY**



*Northwest view of the Dale Cemetery Superintendent's Cottage, May 2019.*

*Prepared for:*  
Town of Ossining  
16 Croton Avenue  
Ossining, NY 10562

*Prepared by:*  
Jablonski Building Conservation  
40 West 27th Street, 12<sup>th</sup> Floor  
New York, NY 10001

June 6, 2019

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## I. INTRODUCTION

Jablonski Building Conservation, Inc. (JBC) was retained by the Town of Ossining to perform mortar and stucco analyses for the Dale Cemetery Superintendent's Cottage in Ossining, NY. Architectural Conservator Tania Alam visited the site on May 6, 2019 and collected the mortar and stucco samples to be analyzed. The mortar sample was taken from south façade of the stone foundation at the west corner of the entrance to the office. Multiple repointing campaigns are present, and sampling was done carefully to collect the mortar, believed to be original to the structure, from the innermost layer. The stucco, which appears to be a later addition over an original wood structure, was taken from the northwest side of the cottage near a small void left from the removal of railings in the porch.

The purpose of this investigation was to determine how to best replicate the original mortar and stucco using modern materials, which visually match the original mortar and existing stucco, while being compatible with the existing masonry.

### **Building Description and Brief History<sup>1</sup>**

The superintendent's cottage is part of the original plan of Dale Cemetery, designed by noted landscape architect Howard Daniels. The Cemetery was established in 1851 and was listed on the National Register of Historic Places in 2013.

Howard Daniels designed the 1.5 story superintendent's cottage. The L-plan dwelling has a gable roof, is currently finished in stucco, and has a porch set at the ell. The exterior was originally covered with mill worked pine clapboards in horizontal courses. The standing-seam metal roof projects two feet. The window architraves are two inches thick and a small hexagonal porch shelters the front door.

The original 1851 exterior was modified in the latter part of the twentieth century and the interior of the cottage has been altered to accommodate the current office and an upstairs apartment for the custodial staff. Many of the windows were made smaller during this time, evident from the stucco infill and various filler materials surrounding them. In some locations of the foundation it appears that the stone was painted in a reddish color at some point of time. However, the cottage's coarse marble foundation and the footprint remains the same. The dolomite coarse marble used in the foundation is called "Sing Sing Marble" since it was quarried at the prison of the same name from 1825 until 1920. The presence of orange-brown variations of the marble across the foundation suggests that it is of the Tuckahoe variety. The material can be found throughout the cemetery in features like the entrance gate columns, receiving vault, steps and walls along with many burial markers.

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<sup>1</sup> United States Department of the Interior, National Park Service "Dale Cemetery." *National Register of Historic Places Registration Form*, May 2013, 5-8.



## I I . MORTAR ANALYSIS

### METHODOLOGY

A freshly broken surface of the sample was examined under a variable zoom microscope with an external light source equipped with daylight filters. The binder in the sample was matched to a color standard of the Munsell Color Chart (as per ASTM “1535 Specifying Color by the Munsell System”) under natural light. The sample was then separated into three component parts—acid-solubles, "fines" (i.e. pigment, clay or cement residue), and aggregate or sand—via wet-chemical techniques.

The sample was first crushed and then digested with 3M hydrochloric acid. Levigation and filtration were used to separate the fines from the aggregate. Weight percentages of the constituent parts were calculated to gain an understanding of the original mortar mix. The colors of the “fines” and sand were matched to the Munsell Soil Color Chart. Predominant colors and shapes of sand grains were noted during examination of the aggregate fractions.

### RESULTS

#### *Stone Mortar*

On a relative scale of 1 to 5, with 1 being the softest and 5 being the hardest, the mortar has a hardness rating of 2.5. In cross-section the matrix of the mortar is white (Munsell 5Y 8/1) in color. The mortar is well-mixed, fat with visible lime blebs and compact with no noticeable voids. There appears to be an even ratio of aggregate to binder. The joints in the stone foundation were uneven and varied in size; the largest measuring about 2” in width. The mortar was taken from the innermost part of the joint and so the original profile of the joint could not be determined.

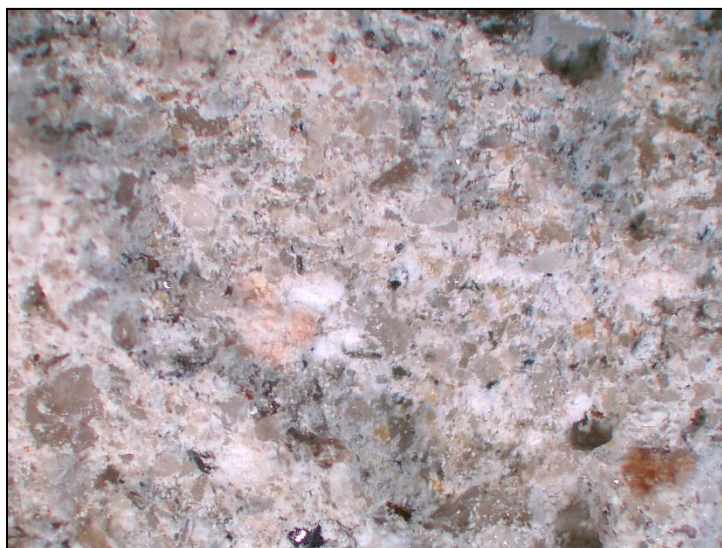


Figure 1 Stone mortar sample under simulated daylight illumination.

Components of stone mortar:

*Acid soluble fraction* – 24.2% of the total sample weight. Upon the addition of a 3M solution of hydrochloric acid to the crushed portion of the sample, a vigorous effervescent reaction was observed producing large to medium bubbles.

*“Fines”* – 7.3% of the total sample weight. The “fines” are light gray (between Munsell 5Y 7/1 and 5Y 7/2) in color.

*Aggregate* – 68.5% of the total sample weight. The overall color of the aggregate is light gray (Munsell 5Y 7/1). It consists primarily of clear and cloudy quartz with some rose, pale yellow, orange, light green, gray and dark lithic particles. The grains are angular to sub-rounded in shape and range in size from very fine (1/16mm) to very coarse (up to 8mm).



**Figure 2 Aggregate from the stone mortar sample under simulated daylight illumination**

Sieve analysis of the aggregate portion is as follows:

<b>Sieve Number</b>	<b>% Passing</b>	<b>ASTM limit for Natural Sand</b>
<b>#4</b>	91.0%	100%
<b>#8</b>	78.7%	95 – 100%
<b>#16</b>	69.7%	70 – 100%
<b>#30</b>	59.0%	40 – 75%
<b>#50</b>	36.1%	10 – 35%
<b>#100</b>	11.5%	2 – 15%
<b>#200</b>	0.8%	0 – 5%

The sands analyzed in the stone mortar fall beyond the limits acceptable for modern, commercially graded natural sand, with relatively coarser aggregates.

## CONCLUSIONS

Based on the results of the testing included in this report, the stone mortar analyzed appears to be a lime-sand mix consistent with the time of construction in the 1850s.

Findings indicate that the variety of sand used in the mortar sample consisted of a poorly-graded sand with higher proportions of coarser aggregates than is allowed for modern commercially graded natural sand in mortars. The presence of higher percentage of coarse sand in the mortar can be problematic because coarser sand particles can result in voids in the final mortar, which can lead to greater water permeability of the hardened matrix.

Given the time of construction, composition and hardness of the mortar sample analyzed along with the historic significance of the superintendent's cottage, JBC recommends a natural hydraulic lime (NHL) and sand mix to visually match the color and texture of the mortar analyzed. NHL comes from limestone that has natural impurities of clay and other minerals, which allow it to set under water, and provide cement-like properties to the mortar. It also sets quickly that can speed up the overall repointing process.

## Replication Recommendations

JBC's services were requested to match the appearance of the mortar with modern materials for replication purposes. The recommendation below represents an effort to approximate the properties of the mortar using modern materials. Consideration was given to matching the color, texture, and strength of the sample. The replication mortars were matched to freshly broken surface of the samples.

As with the pointing of masonry in any structure, the original joint profiles and widths should be documented before joints are raked and replicated during pointing.

Based on the historic context and hardness of the mortar sample during analysis, it is our recommendation that the mortar mix for replication of the stone pointing mortar at the Dale Cemetery Superintendent's Cottage in Ossining, NY be a natural hydraulic lime (NHL) mix:

### Stone Mortar Replication Mix:

1 part Natural Hydraulic Lime (NHL) to be composed of:

½ part Edison Coatings BioLime NHL 5.0 Grey

½ part Edison Coatings BioLime NHL 3.5 White

2 1/4 parts Schofield "181" sand, passed through #4 sieve

NOTE: All parts should be measured by volume (not by weight). Dry ingredients should be well blended before the addition of water. The enclosed sample is made from the above recommended

mix. Half of the enclosed sample has been etched to remove the laitance from the surface. Laitance is the accumulation of the fine binder particles that rise to the surface of the wet mortar when the mortar is placed and tooled. The laitance affects the color of the mortar and makes it appear lighter. When newly installed, the mortar may have a lighter appearance; however, the laitance will naturally wear away over time.

## **Recommended Materials and Suppliers**

As accurate replication mixes are difficult to formulate, the type and quantity of materials used are essential to ensure on-site reproduction. Materials recommended in this report or their equal may be used. If materials are substituted, the resulting appearance of the mortar may vary.

### Recommended Lime

Natural Hydraulic Lime, NHL

BioLime NHL 5 Grey and BioLime NHL 3.5 White by Edison Coatings

*Available from Edison Coatings, 3 Northwest Drive, Plainville, CT 06062, (800)-341-6621*

*[http://www.edisoncoatings.com/store/biolime\\_natural\\_hydraulic\\_limes.html](http://www.edisoncoatings.com/store/biolime_natural_hydraulic_limes.html) or  
substitute equal*

### Recommended Sand

As the selection of an appropriate aggregate is critical to the formulation of any replication mortar, the sand fraction isolated during analysis was compared to a library of sands commercially available in the greater New York area. Aggregate samples have been enclosed to facilitate substitutions with locally available sands.

#### Schofield

“181” - described as a predominantly fine to coarse sized natural white concrete sand, with the addition of light-colored pebbles up to 10mm in size

**\*\* This aggregate should be passed through #4 sieve prior to measuring and mixing\*\***

*Available from George Schofield Co., Inc., P.O. Box 110, Bound Brook, NJ 08805 (732) 356-0858*

### III. STUCCO ANALYSIS

JBC analyzed one stucco sample removed from the front porch of the superintendent's cottage at Dale Cemetery. The stucco analysis, which conformed to standard wet-chemical techniques, was requested to provide the primary characteristics of the original stucco and provide a replication mix with modern materials.

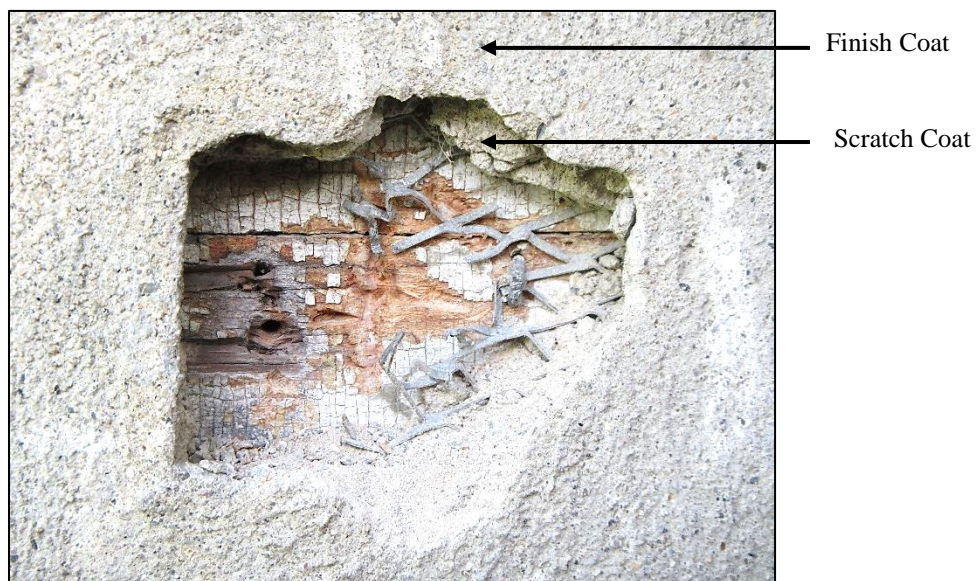
#### METHODOLOGY

Under magnification, freshly broken surfaces of the sample were examined. Using natural daylight, the binder of the sample was matched to a color standard of the Munsell Color Chart (as per ASTM 1535 Specifying Color by the Munsell System). The examination also included separating the samples into three components: the acid-soluble fraction, the "fines" (i.e. pigment or cement residue), and the aggregate or sand fraction. Separation was accomplished via wet-chemical techniques. The acid-soluble fraction was removed by digestion with 3M Hydrochloric Acid. Levigation and filtration were then used to separate the "fines" from the aggregate (sand). Percentage weights of each component were calculated for further assessment. The color of the "fines" was matched to the Munsell Soil Color Chart and any predominating colors and shapes of sand grains and coarser aggregate were noted during examination of the aggregate fraction.

#### RESULTS

##### General Description

The stucco sample was removed from the west façade in the porch of the building from near a void left from the removal of a railing. The stucco is a two-part system (Fig.3) composed of a scratch coat and a finish coat applied to expanded metal lath. The scratch and finish coats separated easily during sample removal. The surface of the finish coat contains large aggregate and has a slightly rough appearance.



**Figure 3:** Stucco location.



### *Scratch Coat*

On a relative scale of 1 to 5, with 1 being the softest and 5 being the hardest, the scratch coat has a hardness rating of 4.5. In cross-section the matrix of the scratch coat appears pale yellow (Munsell 2.5Y 8/2) in color. It is well-mixed and well-compacted, with a few small voids.



**Figure 4:** Stucco scratch coat under simulated daylight illumination.

### Components of the Scratch Coat:

*Acid soluble fraction* – 31.5% of the total sample weight. A mild effervescent reaction was produced upon the addition of a 3M solution of hydrochloric acid to the crushed portion of the sample.

*“Fines”* – 11.2% of the total sample weight. The “fines” are light gray (between Munsell 5Y 8/1 and 5Y 7/1) in color.

*Aggregate* – 57.3% of the total sample weight. The overall color of the aggregate is light gray (between Munsell 5Y 7/1 and 5Y 7/2) in color. It consists primarily of clear to translucent quartz with some pale yellow and rose quartz, and dark lithic particles. The aggregate is rounded to subangular in shape, and ranges in size from very fine (1/16mm) to very coarse (up to 5mm).



**Figure 5:** Aggregate from stucco scratch coat under simulated daylight illumination.

Sieve analysis of the aggregate portion is as follows:

Sieve Number	% Passing	ASTM limit for Natural Sand <sup>2</sup>
<b>#4</b>	100.0%	100%
<b>#8</b>	92.2%	95 – 100%
<b>#16</b>	82.4%	70 – 100%
<b>#30</b>	64.7%	40 – 75%
<b>#50</b>	33.3%	10 – 35%
<b>#100</b>	9.8%	2 – 15%
<b>#200</b>	0.0%	0 – 5%

The aggregate from the scratch coat is just outside of the modern commercial limits for natural sand; it is slightly coarser.

### *Finish Coat*

On a relative scale of 1 to 5, with 1 being the softest and 5 being the hardest, the scratch coat has a hardness rating of 4.5. In cross-section the matrix of the scratch coat appears pale yellow (Munsell 2.5Y 8/2) in color. It is well mixed and well compacted, with few no visible voids.

<sup>2</sup> Per ASTM C897 “Standard Specification for Aggregate for Job-Mixed Portland Cement-Based Plasters”, aggregate for finish coat plaster shall all pass the No. 8 (2.36 mm) sieve and meet the remaining gradation requirements of ASTM C897, except where special texture finishes require gradation of aggregate outside of these limits.



**Figure 6:** Stucco finish coat under simulated daylight illumination.

#### Components of the Scratch Coat:

*Acid soluble fraction* – 28.7% of the total sample weight. An extended, mild reaction was produced upon the addition of a 3M solution of hydrochloric acid to the crushed portion of the sample.

*“Fines”* – 14.8% of the total sample weight. The “fines” are light gray (between Munsell 5Y 8/1 and 5Y 7/1) in color.

*Aggregate* – 58.5% of the total sample weight. The overall color of the aggregate is light gray (between Munsell 5Y 7/1 and 5Y 7/2) in color. It consists primarily of clear to translucent quartz with rose, pale yellow, orange and light green quartz, and dark lithic particles. The aggregate is subangular to rounded in shape, and ranges in size from very fine (1/16mm) to very coarse (up to 4mm).





**Figure 7:** Aggregate from stucco finish coat under simulated daylight illumination.

Sieve analysis of the aggregate portion is as follows:

<b>Sieve Number</b>	<b>% Passing</b>	<b>ASTM limit for Natural Sand<sup>3</sup></b>
<b>#4</b>	100.0%	100%
<b>#8</b>	93.8%	95 – 100%
<b>#16</b>	83.1%	70 – 100%
<b>#30</b>	66.2%	40 – 75%
<b>#50</b>	33.8%	10 – 35%
<b>#100</b>	9.2%	2 – 15%
<b>#200</b>	0.0%	0 – 5%

The aggregate from the scratch coat is just outside of the modern commercial limits for natural sand; it is slightly coarser.

## CONCLUSIONS

The stucco appears to be a cement and sand mix. The aggregate is relatively coarse, and contains mostly clear and translucent quartz with pale yellow, rose and light green quartz, and a few dark lithic particles. The scratch and finish coats appear to be two layers of the same mix.

<sup>3</sup> Per ASTM C897 “Standard Specification for Aggregate for Job-Mixed Portland Cement-Based Plasters”, aggregate for finish coat plaster shall all pass the No. 8 (2.36 mm) sieve and meet the remaining gradation requirements of ASTM C897, except where special texture finishes require gradation of aggregate outside of these limits.

## Replication Recommendations

JBC's services were requested to match the appearance of the stucco with modern materials. The recommendation below is based on analysis of the stucco and represent an effort to approximate the properties of the stucco using modern materials. Consideration was given to matching the color, texture, and strength of the sample. The replication stucco was matched to freshly broken sample.

### Replication Stucco Mix

1 part Cement (ASTM C150) to be composed of:

1/8 part Grey Portland Cement, Type I  
7/8 part White Portland Cement, Type I

3 parts Schofield "181" sand, passed through #4 sieve

1/32 part Raw Umber Dark pigment #40660, by Kremer Pigments

NOTE: All parts should be measured by volume (not by weight). Dry ingredients should be well blended before the addition of water. The enclosed sample is made from the above recommended mix.

### Recommended Materials and Suppliers

As accurate replication mixes are difficult to formulate, the type and quantity of materials used are essential to ensure on-site reproduction. Materials recommended in this report or their equal may be used. If materials are substituted, the resulting appearance of the mortar may vary.

#### Recommended Cement

*Grey and White Portland Cement, Type I*

Available from Lehigh Cement Company, 7660 Imperial Way, Allentown, PA 18195, (610) 366-4600 or (800) 523-5488

#### Recommended Sand

As the selection of an appropriate aggregate is critical to the formulation of any replication mortar, the sand fraction isolated during analysis was compared to a library of sands commercially available in the greater New York area. Aggregate samples have been enclosed to facilitate substitutions with locally available sands.

#### Schofield

"181" - described as a predominantly fine to coarse sized natural white concrete sand, with the addition of light-colored pebbles up to 10mm in size

**\*\* This aggregate should be passed through #4 sieve prior to measuring and mixing\*\***

*Available from George Schofield Co., Inc., P.O. Box 110, Bound Brook, NJ 08805 (732) 356-0858*

Recommended Pigment

“Raw Umber Dark” #40660

*Available from Kremer Pigments, 247 West 29th Street New York, NY 10001  
(212) 219-2394, Website: [www.kremerpigments.com](http://www.kremerpigments.com)*

Restoration of Superintendent's Cottage, Dale Cemetery

Cover Page

APPENDIX C

NYS Department of Labor, Prevailing Wages Rates

(Last Published 10-01-2019)

(82 pages)

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

## **Introduction**

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

## **Responsibilities of the Department of Jurisdiction**

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

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

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

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

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

## **Hours**

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "[4 Day / 10 Hour Work Schedule](#)" form (PW 30.1).

## **Wages and Supplements**

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

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

## **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

### **Summary of Notice Posting Requirements**

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

e(b) ).

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

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

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

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

## **Workers' Compensation**

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

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

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

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

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

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

## **Unemployment Insurance**

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



# IMPORTANT NOTICE

FOR

## CONTRACTORS & CONTRACTING AGENCIES

### **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' concerns with regard to 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.*

**NOTE:** This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

**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*

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#### **1. Purpose and Scope:**

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

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

#### **2. Background and Statutory References:**

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

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

#### **3. Procedures and Agency Responsibilities:**

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

# **Construction Industry Fair Play Act**

## **Required Posting For Labor Law Article 25-B § 861-d**

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, [www.labor.ny.gov](http://www.labor.ny.gov).

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.state.ny.us](mailto:dol.misclassified@labor.state.ny.us) .



New York State Department of Labor  
Required Notice under Article 25-B of the Labor Law

**ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:  
YOU ARE COVERED BY THE  
CONSTRUCTION INDUSTRY FAIR PLAY ACT**

**The law says that you are an employee unless:**

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

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

**IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS  
INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.**

**Employee rights.** If you are an employee:

- You are entitled to state and federal worker protections such as
  - unemployment benefits, if 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 required by New York State and Federal Law.

**Penalties** for paying 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, 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 1(866)435-1499 or send an email to [dol.misclassified@labor.ny.gov](mailto:dol.misclassified@labor.ny.gov). All complaints of fraud and violations are taken seriously and you can remain anonymous.**

**Employer Name:**

# WORKER NOTIFICATION

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

***Effective February 24, 2008***

This provision is an addition to the existing prevailing 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 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 particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website [www.labor.ny.gov](http://www.labor.ny.gov) or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

\* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

# Attention Employees

## THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of  
the Labor Laws  
of 2007:

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

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

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

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

Contractor Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

# **OSHA 10-hour Construction Safety and Health Course – S1537-A**

*Effective July 18, 2008*

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

***NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.***



## **Where to find OSHA 10-hour Construction Course**

1. NYS Department of Labor website for scheduled outreach training at:

[https://labor.ny.gov/workerprotection/safetyhealth/dosh\\_training.shtm](https://labor.ny.gov/workerprotection/safetyhealth/dosh_training.shtm)

2. OSHA Training Institute Education Centers:

### **Rochester Institute of Technology OSHA Education Center**

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: [dlwtpo@rit.edu](mailto:dlwtpo@rit.edu)

(866) 385-7470 Ext. 2919

[www.rit.edu/~outreach/course.php3?CourseID=54](http://www.rit.edu/~outreach/course.php3?CourseID=54)

### **Atlantic OSHA Training Center**

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: [crooksje@umdnj.edu](mailto:crooksje@umdnj.edu)

(732) 235-9455

<https://ophs.umdj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

### **Atlantic OSHA Training Center**

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: <mailto:japs@buffalo.edu>

(716) 829-2125

[http://www.smbs.buffalo.edu/CENTERS/trc/schedule\\_OSHA.php](http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php)

### **Keene State College**

Manchester, NH

Leslie Singleton

e-mail: [lsingleton@keene.edu](mailto:lsingleton@keene.edu)

(800) 449-6742

[www.keene.edu/courses/print/courses\\_oshacfm](http://www.keene.edu/courses/print/courses_oshacfm)

3. List of trainers and training schedules for OSHA outreach training at:

[www.OutreachTrainers.org](http://www.OutreachTrainers.org)

# Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

# WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$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 work 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 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.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

## **IMPORTANT INFORMATION**

**Regarding Use of Form PW30.1  
(Previously 30R)**

**“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”**

### **To use the ‘4 Day / 10 Hour Work Schedule’:**

There **MUST** be a *Dispensation of Hours (PW30)* in place on the project

***AND***

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30.1 Form.

### ***REMEMBER...***

The ‘4 Day / 10 Hour Work Schedule’ applies **ONLY** to Job Classifications and Counties listed on the PW30.1 Form.

Do not write in any additional Classifications or Counties.

**(Please note :** For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

# Instructions for Completing Form PW30.1

(Previously 30R)

## “Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

### ***Before completing Form PW30.1 check to be sure ...***

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

### **Instructions (Type or Print legibly):**

#### Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

#### Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply

\*\*\*Do not write in any additional Classifications or Counties.\*\*\*

#### Requestor Information:

- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

#### Return Completed Form:

- **Mail** the completed PW30.1 form to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 **-OR-**
- **Fax** the completed PW30.1 form to: NYSDOL Bureau of Public Work at (518)485-1870



## Department of Labor

Bureau of Public Work Harriman  
State Office Campus  
Building 12, Room 130  
Albany, New York 12240  
Phone: (518) 457-5589 | Fax: (518) 485-1870  
[www.labor.ny.gov](http://www.labor.ny.gov)

### Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing this form, make sure that:

- There is a **Dispensation of Hours** in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please **type or print** the requested information and then **mail or fax** to the address above.

#### Contractor Information

Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

#### Project Information

Project PRC#: \_\_\_\_\_ Project Name/Type: \_\_\_\_\_

Exact Location  
of Project: \_\_\_\_\_ County: \_\_\_\_\_

(If you are Subcontractor)

Prime Contractor Name: \_\_\_\_\_

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 3-8)*  
\*\*\* Do not write in any additional Classifications or Counties\*\*\*

#### Requestor Information

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under **Entire Counties & Partial Counties**.

- |     |                             |     |                                 |
|-----|-----------------------------|-----|---------------------------------|
| 1.  | Albany County               | 33. | Oneida County                   |
| 2.  | Allegany County             | 34. | Onondaga County                 |
| 3.  | Bronx County                | 35. | Ontario County                  |
| 4.  | Broome County               | 36. | Orange County                   |
| 5.  | Cattaraugus County          | 37. | Orleans County                  |
| 6.  | Cayuga County               | 38. | Oswego County                   |
| 7.  | Chautauqua County           | 39. | Otsego County                   |
| 8.  | Chemung County              | 40. | Putnam County                   |
| 9.  | Chenango County             | 41. | Queens County                   |
| 10. | Clinton County              | 42. | Rensselaer County               |
| 11. | Columbia County             | 43. | Richmond County (Staten Island) |
| 12. | Cortland County             | 44. | Rockland County                 |
| 13. | Delaware County             | 45. | Saint Lawrence County           |
| 14. | Dutchess County             | 46. | Saratoga County                 |
| 15. | Erie County                 | 47. | Schenectady County              |
| 16. | Essex County                | 48. | Schoharie County                |
| 17. | Franklin County             | 49. | Schuyler County                 |
| 18. | Fulton County               | 50. | Seneca County                   |
| 19. | Genesee County              | 51. | Steuben County                  |
| 20. | Greene County               | 52. | Suffolk County                  |
| 21. | Hamilton County             | 53. | Sullivan County                 |
| 22. | Herkimer County             | 54. | Tioga County                    |
| 23. | Jefferson County            | 55. | Tompkins County                 |
| 24. | Kings County (Brooklyn)     | 56. | Ulster County                   |
| 25. | Lewis County                | 57. | Warren County                   |
| 26. | Livingston County           | 58. | Washington County               |
| 27. | Madison County              | 59. | Wayne County                    |
| 28. | Monroe County               | 60. | Westchester County              |
| 29. | Montgomery County           | 61. | Wyoming County                  |
| 30. | Nassau County               | 62. | Yates County                    |
| 31. | New York County (Manhattan) |     |                                 |
| 32. | Niagara County              |     |                                 |

### Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Carpenter – Building	276B-All	7	2 ,5	
Carpenter – Building	276B-Cat	15	5	
Carpenter – Building	276-B-LIV	26, 28, 35, 59	61	
Carpenter – Building	276B-Gen	19, 32, 37	61	
Carpenter – Heavy & Highway	276HH-All	2, 5, 7		
Carpenter – Heavy & Highway	276HH-Erie	15		
Carpenter – Heavy & Highway	276HH- Gen	19, 32, 37, 61		
Carpenter – Heavy & Highway	276HH-Liv	26, 28, 35, 59		
Carpenter – Residential	276R-All	7	2, 5	
Carpenter – Building	277B-Bro	4, 54		
Carpenter – Building	277B-CAY	6, 50, 62		
Carpenter – Building	277B-CS	8, 12, 49, 51, 55	2	
Carpenter – Building	277 JLS	23, 25, 45		
Carpenter – Building	277 omh	22, 27, 33		
Carpenter – Building	277 On	34		
Carpenter – Building	277 Os	38		
Carpenter – Building	277CDO Bldg	9, 13, 39		
Carpenter – Heavy & Highway	277CDO HH	9, 13, 39		
Carpenter – Heavy & Highway	277HH-BRO	4, 6, 8, 12, ,22, 23, 25, 27, 33, 34, 38, 45, 49, 50, 51, 54, 55, 62		
Carpenter – Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		
Carpenter – Building	291B-Cli	10, 16, 17		
Carpenter – Building	291B-Ham	21, 57, 58		
Carpenter – Building	291B-Sar	46		
Carpenter – Heavy & Highway	291HH-Alb	1, 10, 16, 17,18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Electrician	25m	30, 52		
Electrician – Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	



### Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	
Electrician	840 Teledata and 840 Z1	62	6, 34, 35, 50, 59	
Electrician	910	10, 16, 17, 23, 25, 45		
Electrical Lineman	1049Line/Gas	30, 41, 52		
Electrical Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		
Electrical Lineman	1249a West	60		
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		
Electrical Lineman	1249aWestLT	60		
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		
Insulator – Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		
Laborer – Building	621b	2, 7	5	
Laborer – Building	633 bON	34		

### Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborer – Building	633b Cay	6		
Laborer – Building	633bOS	38		
Laborer – Building	785(7)	4	9, 13, 54	
Laborer – Building	785B-CS	8, 51	49	
Laborer – Building	7-785b	12, 55	49, 54	
Laborers – Heavy & Highway	157h/h	47	18, 29, 46	
Laborers – Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	
Laborers – Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	
Laborer – Residential	621r	2, 7	5	
Laborers – Tunnel	157	47	18, 29, 46	
Laborers – Tunnel	35T	21, 22, 27, 33	18, 29	
Laborers – Tunnel	190	1, 42, 58	11, 20, 46	
Mason – Building	2TS.1	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Mason – Building	2TS.2	22, 23, 25, 33, 45	27	
Mason – Building	2TS.3	6, 34, 38	27	
Mason – Building	2b-on	34		
Mason – Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	
Mason – Building	2b.2	22, 33	25	
Mason – Building	2b.3	6, 34	27	
Mason – Building	2b.4	38		
Mason – Building	2b.5	23	25	
Mason – Building	2b.6	45		
Mason – Building	2b.8	10, 16, 17	57	
Mason – Building	3b-Co-Z2	8, 49, 51	2	
Mason – Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building – Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building	3B-Bing-Z2	4, 9, 13, 39, 54		
Mason – Building	3B-lth-Z2	12, 55		

### Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason – Building	3B-Jam-Z2	7	2, 5	
Mason – Building – Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	
Mason – Building	3B-Z3	15, 32	5	
Mason – Building	3B-Z3.Orleans	37		
Mason – Residential	3B-Z3R	15, 32	5	
Mason – Residential	3B-z3R.Orleans	37		
Mason - Heavy & Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	
Mason – Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3	15, 32, 37	5	
Mason – Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3R	15, 32, 37	5	
Mason – Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter	3TS-Z3	15, 32, 37	5	
Mason – Tile Setter Residential	3TS-Z3R	15, 32, 37	5	
Mason – Building/Heavy & Highway	780	3, 24, 30, 31, 41, 43, 52		
Operating Engineer - Heavy & Highway	137H/H	40, 60	14	
Operating Engineer – Heavy & Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	
Operating Engineer – Heavy & Highway	158-H/H	1, 4, 9, 10, 11, 14, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58		
Operating Engineer – Heavy & Highway	158-545h	6, 12, 23, 25, 27, 33, 38, 45, 50, 55		
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		
Painter	150	28, 59, 62	26, 35	

### Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Painter	178 B	4, 9, 54		
Painter	178 E	8, 49	51	
Painter	178 I	12, 55		
Painter	178 O	13, 39		
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	
Painter	38.O		38	
Painter	38.W	23, 45	25	
Painter	4- Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	
Painter	4-Jamestown		5, 7	
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		
Teamsters – Heavy & Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	
Teamsters – Heavy & Highway	317bhh	6, 12, 50, 51, 55, 62	2	
Teamsters - Building/Heavy & Highway	456	40, 60		

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

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

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

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

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

## Westchester County General Construction

### Boilermaker

10/01/2019

#### 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: 07/01/2019 01/01/2020

Boilermaker	\$ 59.17	\$ 61.24
Repairs & Renovations	59.17	61.24

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2019 01/01/2020

Boilermaker	32% of hourly	32% of hourly
Repair \$ Renovations	Wage Paid	Wage Paid
	+ \$ 25.35	+ \$ 25.38

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

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

#### OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

#### HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

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

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

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

#### REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental Benefits Per Hour:

	07/01/2019	01/01/2020
Apprentice(s)	32% of Hourly	32% of Hourly
	Wage Paid Plus	Wage Paid Plus
	Amount Below	Amount Below

1st Term	\$ 19.38	\$ 19.41
2nd Term	20.24	20.26
3rd Term	21.08	21.11
4th Term	21.94	21.96
5th Term	22.79	22.82
6th Term	23.65	23.68
7th Term	24.48	24.52

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

4-5

### Carpenter

10/01/2019

#### JOB DESCRIPTION Carpenter

DISTRICT 8

#### ENTIRE COUNTIES

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

#### WAGES

Per hour: 07/01/2019

Piledriver	\$ 54.63
Dockbuilder	\$ 54.63

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 51.63

### 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
\$21.85	\$27.32	\$35.51	\$43.70

Supplemental benefits per hour:

All Terms: \$ 33.97

8-1556 Db

### Carpenter

10/01/2019

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

### ENTIRE COUNTIES

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

### WAGES

Per hour: 07/01/2019

Carpet/Resilient

Floor Coverer \$ 50.50

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

### SUPPLEMENTAL BENEFITS

Per hour:

\$ 45.83

### 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
\$20.20	\$25.25	\$32.83	\$40.40

Supplemental benefits per hour - all apprentice terms:

\$ 31.09

8-2287

### Carpenter

10/01/2019

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

### ENTIRE COUNTIES



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

## **WAGES**

Per Hour: 07/01/2019

Marine Construction:

Marine Diver	\$ 69.22
Marine Tender	49.14

## **SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker	\$ 51.58
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## **OVERTIME PAY**

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

## **HOLIDAY**

Paid: See (18, 19) on HOLIDAY PAGE

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

## **REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms.

1st year	\$ 21.85
2nd year	27.32
3rd year	35.51
4th year	43.70

Supplemental Benefits

Per Hour:

All terms	\$ 33.97
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8-1456MC

## **Carpenter**

10/01/2019

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

## **ENTIRE COUNTIES**

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

## **WAGES**

Per hour: 07/01/2019

Building	
Millwright	\$ 54.20

## **SUPPLEMENTAL BENEFITS**

Per hour:

Millwright	\$ 53.66
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## **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

## **HOLIDAY**

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

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

## **REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$29.16	\$34.46	\$39.76	\$50.36

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$34.51	\$38.16	\$42.46	\$49.12

8-740.1

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**Carpenter****10/01/2019**

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**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:

07/01/2019

Timberman

\$ 50.05

**SUPPLEMENTAL BENEFITS**

Per Hour:

07/01/2019

\$ 50.88

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

**REGISTERED APPRENTICES**

Wages per hour:

One ( 1 ) year terms:

1st	2nd	3rd	4th
\$20.02	\$25.03	\$32.53	\$40.04

Supplemental benefits per hour:

All terms \$ 33.61

8-1556 Tm

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**Carpenter****10/01/2019**

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**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

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

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

**WAGES**

Per hour:

07/01/2019

Core Drilling:

Driller \$ 40.44

Driller Helper

32.12

Note: Hazardous Waste Pay Differential:

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

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

07/01/2019

Driller and Helper \$ 26.70

**OVERTIME PAY**

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

**HOLIDAY**

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

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

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

8-1536-CoreDriller

**Carpenter - Building / Heavy&Highway**

**10/01/2019**

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

**DISTRICT** 11

**ENTIRE COUNTIES**

Putnam, Rockland, Westchester

**WAGES**

WAGES:(per hour)

	07/01/2019	07/01/2020	07/01/2021
BUILDING/HEAVY & HIGHWAY/TUNNEL:		Additional	Additional
Carpenter	\$ 37.69 + 7.61*	\$ 0.40	\$ 0.40

\* Amount paid on all hours, it is not subject to overtime premium

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 31.13

**OVERTIME PAY**

BUILDING:

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

HEAVY&HIGHWAY/TUNNEL:

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

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

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

**HOLIDAY**

BUILDING:

Paid: See ( 1 ) on HOLIDAY PAGE.

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

Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

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

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

**REGISTERED APPRENTICES**

1 year terms at the following wage rates:

Indentured after July 1 2016

1st	2nd	3rd	4th	5th
\$18.85	\$22.61	\$24.50	\$26.38	\$30.15
+ 3.55*	+ 3.55*	+ 3.55*	+ 3.55*	+ 3.55*

Indentured before July 1 2016

1st	2nd	3rd	4th
\$18.85	\$22.61	\$26.38	\$30.15
+ 3.55*	+ 3.55*	+ 3.55*	+ 3.55*

\* Amount paid on all hours, it is not subject to overtime premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.33

11-279.1B/HH

**Electrician**

**10/01/2019**

**JOB DESCRIPTION** Electrician

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2019

Service Technician \$ 32.40

Service and Maintenance on Alarm and Security Systems.

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

**SUPPLEMENTAL BENEFITS**

Per hour:  
Journeyworker: \$ 16.10

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

9-3H

**Electrician**

**10/01/2019**

**JOB DESCRIPTION** Electrician

**DISTRICT 8**

**ENTIRE COUNTIES**

Westchester

**WAGES**

Per hour: 07/01/2019

Electrician/A-Technician \$ 52.75

Teledata \$ 52.75

Note: On a job where employees are required to work on bridges over navigable waters, transmission towers, light poles, bosun chairs, swinging scaffolds , etc. 40 feet or more above the water or ground or under compressed air, or tunnel projects under construction or where assisted breathing apparatus is required, they will be paid at the rate of time and one-half for such work except on normal pole line or building construction work.

**SUPPLEMENTAL BENEFITS**

Per hour: 7/01/2019  
Journeyworker \$ 50.55

**OVERTIME PAY**

See (A, G, \*J, P) on OVERTIME PAGE

\*NOTE: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1) year terms at the following wage rates:

07/01/2019  
1st term \$ 13.00  
2nd term 15.00  
3rd term 17.00  
4th term 19.00

MIJ 1-12 months	23.00
MIJ 13-18 months	26.50

Supplemental Benefits per hour:

	07/01/2019
1st term	\$ 9.49
2nd term	12.39
3rd term	13.73
4th term	15.06
MIJ 1-12 months	12.08
MIJ 13-18 months	13.38

8-3/W

**Electrician**

**10/01/2019**

**JOB DESCRIPTION** Electrician

**DISTRICT 8**

**ENTIRE COUNTIES**

Westchester

**WAGES**

07/01/2019

Electrician	\$ 26.50
H - Telephone	\$ 26.50

Electrical and Teledata work of limited scope, consisting of repairs and /or replacement of defective 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.

See Electrician/A Technician classification for all new installations of wiring, conduit, junction boxes and light fixtures.

**SUPPLEMENTAL BENEFITS**

07/01/2019

Electrician &	
H - Telephone	\$ 13.38

**OVERTIME PAY**

See (B, G, \*J, P) on OVERTIME PAGE

\*Note: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

**HOLIDAY**

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

8-3m

**Elevator Constructor**

**10/01/2019**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Rockland: Entire County except for the Township of Stony Point

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

**WAGES**

Per hour:	07/01/2019	03/17/2020
Elevator Constructor	\$ 66.95	\$ 69.56
Modernization & Service/Repair	\$ 52.44	\$ 54.56

**SUPPLEMENTAL BENEFITS**

Per Hour:		
Elevator Constructor	\$ 40.93	\$ 41.92
Modernization & Service/Repairs	\$ 39.90	\$ 40.86

## OVERTIME PAY

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

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

## HOLIDAY

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

## REGISTERED APPRENTICES

WAGES PER HOUR:

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

1 YEAR TERMS:

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

## SUPPLEMENTAL BENEFITS

Elevator Constructor

1st Term	\$ 32.72	\$ 33.38
2nd Term	33.51	34.20
3rd Term	34.80	35.55
4th Term	36.09	36.89

Modernization &  
Service/Repair

1st Term	\$ 32.66	\$ 33.33
2nd Term	33.13	33.82
3rd Term	34.36	35.09
4th Term	35.58	36.36

4-1

## Elevator Constructor

10/01/2019

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

## ENTIRE COUNTIES

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

## PARTIAL COUNTIES

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

Rockland: Only the Township of Stony Point.

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

## WAGES

Per Hour	07/01/2019	01/01/2020
Mechanic	\$ 58.57	\$ 60.49
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

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

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

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

## SUPPLEMENTAL BENEFITS

Per hour	07/01/2019	01/01/2020
Journeyman/Helper	\$ 33.705*	\$ 34.825*

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

## OVERTIME PAY

See (D, O) on OVERTIME PAGE

### HOLIDAY

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

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

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

### REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

1-138

## Glazier

10/01/2019

### JOB DESCRIPTION Glazier

### DISTRICT 8

### ENTIRE COUNTIES

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

### WAGES

Per hour: 7/01/2019

Glazier	\$ 56.25
*Scaffolding	57.25
Glass Tinting & Window Film	28.74
**Repair & Maintenance	28.74

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

\*\*Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$100,000. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

### SUPPLEMENTAL BENEFITS

Per hour: 7/01/2019

Journeyworker	\$ 33.39
Glass tinting & Window Film	19.39
Repair & Maintenance	19.39

### OVERTIME PAY

See (C\*,D\* E2, O) on OVERTIME PAGE. (Premium is applied to the respective base wage only.)

\* If an optional 8th hour is required to complete the entire project, the same shall be paid at the regular rate of pay. If a 9th hour is worked, then both hours or more (8th & 9th or more) will be paid at double time rate of pay.

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (5, 6, 16, 25)

### REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

7/01/2019

1st term	\$ 19.44
2nd term	27.59
3rd term	33.35

4th term 44.77

**Supplemental Benefits:**

(Per hour)

1st term	\$ 15.86
2nd term	22.12
3rd term	24.41
4th term	28.76

8-1281 (DC9 NYC)

**Insulator - Heat & Frost**

**10/01/2019**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Westchester

**WAGES**

Per hour: 07/01/2019

Insulator \$ 54.00

Discomfort & Additional Training\*\* \$ 56.94

Fire Stop Work\* \$ 28.94

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 33.35

Discomfort & Additional Training \$ 35.27

Fire Stop Work:  
Journeyworker \$ 17.02

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

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

\*Note: Labor Day triple time if worked.

**REGISTERED APPRENTICES**

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 28.94	\$ 33.95	\$ 38.96	\$ 43.98

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 30.41	\$ 35.71	\$ 41.02	\$ 46.33

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 17.02
2nd term	20.28



3rd term	23.55
4th term	26.82

Discomfort & Additional Training Apprentices:

1st term	\$ 17.98
2nd term	21.43
3rd term	24.90
4th term	28.36

8-91

<b>Ironworker</b>	<b>10/01/2019</b>
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**JOB DESCRIPTION** Ironworker

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2019

Ironworker Rigger \$ 62.84

Ironworker Stone  
Derrickman \$ 62.84

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 39.79

**OVERTIME PAY**

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

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

\*\* Benefits same premium as wages on Holidays only

**HOLIDAY**

Paid: See (18) on HOLIDAY PAGE

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

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

**REGISTERED APPRENTICES**

Wage per hour:

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

	1st	2nd	3rd	4th	5th	6th
07/01/2018	\$31.42	\$31.42	\$44.54	\$43.07	\$54.41	\$54.41

Supplemental benefits:

Per hour:	\$19.97	\$19.97	\$30.02	\$30.02	\$30.02	\$30.02
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9-197D/R

<b>Ironworker</b>	<b>10/01/2019</b>
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**JOB DESCRIPTION** Ironworker

**DISTRICT** 4

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2019 1/1/2020

Ornamental	\$45.15	\$ 1.25/hr
Chain Link Fence	\$45.15	
Guide Rail	\$45.15	

**SUPPLEMENTAL BENEFITS**

Per hour: Journeyworker: \$ 56.05

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

1st term represents first 1-10 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th
50%	55%	60%	70%	80%

Supplemental Benefits per hour:

1st Term	\$ 17.89
2nd Term	19.14
3rd Term	19.14
4th Term	48.15
5th Term	50.78

4-580-Or

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**Ironworker**

**10/01/2019**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

PER HOUR:

07/01/2019

01/01/2020

Additional

\$ 1.92/hr.

To Be Allocated

Ironworker:

Structural

\$ 51.45

Bridges

Machinery

**SUPPLEMENTAL BENEFITS**

PER HOUR:

Journeyman

\$ 78.43

**OVERTIME PAY**

See (B, B1, Q) on OVERTIME PAGE

**HOLIDAY**

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 18, 19) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$26.82
2nd	\$27.42
3rd - 6th	\$28.03

Supplemental Benefits

PER HOUR:

All Terms

\$54.54

4-40/361-Str

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**Ironworker**

**10/01/2019**

**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:

07/01/2019

Reinforcing &

Metal Lathing

\$ 56.23

"Base" Wage

\$ 46.23  
plus \$ 10.00

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

### SUPPLEMENTAL BENEFITS

Per hour:

Reinforcing & Metal Lathing \$ 35.30

### OVERTIME PAY

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

\*Only \$22.00 per Hour for non worked hours

### 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:

Wages Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 26.38	\$ 30.38	\$ 35.38	\$ 37.38

### SUPPLEMENTAL BENEFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 15.37	\$ 17.37	\$ 19.33	\$ 20.33

4-46Reinf

## Laborer - Building

10/01/2019

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 8

### ENTIRE COUNTIES

Putnam, Westchester

### WAGES

07/01/2019

Laborer \$ 39.90

Laborer - Asbestos & Hazardous  
Materials Removal \$ 41.55\*

\* Abatement/Removal of:

- Lead based or lead containing paint on materials to be repainted is classified as Painter.
- Asbestos containing roofs and roofing material is classified as Roofer.

NOTE: Upgrade/Material condition work plan for work performed during non-outage under a wage formula of 90% wage/100% fringe benefits at nuclear power plants.

### SUPPLEMENTAL BENEFITS

Per hour: 07/01/2019

Journeyworker \$ 26.30

### OVERTIME PAY

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

\*Note: For Sundays and Holidays worked benefits are at the same premium as wages.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

### REGISTERED APPRENTICES

LABORER ONLY

Hourly terms at the following wage:

Level A	Level B	Level C	Level D	Level E
0-1000	1001-2000	2001-3000	3001-4000	4001+
\$ 23.90	\$ 27.50	\$ 31.50	\$ 38.00	\$ 39.80

Supplemental Benefits per hour:

Apprentices

Level A	\$ 12.35
Level B	15.20
Level C	17.80
Level D	18.20
Level E	26.40

8-235/B

**Laborer - Heavy&Highway**

**10/01/2019**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 8

**ENTIRE COUNTIES**

Putnam, Westchester

**WAGES**

**\*\*PUTNAM: APPLIES TO ALL HEAVY & HIGHWAY WORK EXCLUDING HIGHWAYS, STREETS, AND BRIDGES\*\***

GROUP I: Blaster and Quarry Master

GROUP II: Burner, Drillers(jumbo, joy, wagon, air track, hydraulic), Drill Operator, Self Contained Rotary Drill, Curbs/ Asphalt Screedman/Raker, Bar Person.

GROUP III: Pavement Breakers, Jeep Operator, Jack Hammer, Pneumatic Tools (all), Gas Driller, Guniting, Railroad Spike Puller, Pipelayer, Chain Saw, Deck winches on scows, Power Buggy Operator, Power Wheelbarrow Operator, Bar Person Helper.

GROUP IV: Concrete Laborers, Asph. Worker, Rock Scaler, Vibrator Oper., Bit Grinder, Air Tamper, Pumps, Epoxy (adhesives, fillers and troweled on), Barco Rammer, Concrete Grinder, Crack Router Operator, Guide Rail-digging holes and placing concrete and demolition when not to be replaced, distribution of materials and tightening of bolts.

GROUP V: Drillers Helpers, Common Laborer, Mason Tenders, Signal Person, Pit Person, Truck Spotter, Powder Person, Landscape/Nursery Person, Dump Person, Temp. Heat.

GROUP VIA: Asbestos/Toxic Waste Laborer-All removal (Roads, Tunnels, Landfills, etc.) Confined space laborer

Wages:(per hour)	07/01/2019	03/29/2020 Additional
GROUP I	\$43.28*	\$ 2.25
GROUP II	41.93*	
GROUP III	41.53*	
GROUP IV	41.18*	
GROUP V	40.83*	
GROUP VIA	42.83*	
Operator Qualified		
Gas Mechanic	53.28*	
Flagperson	34.48*	

\*NOTE: To calculate overtime premiums, deduct \$0.10 from above wages

SHIFT WORK: A shift premium will be paid on Public Work contracts for off-shift or irregular shift work when mandated by the NYS D.O.T. or other Governmental Agency contracts. Employees shall receive an additional 15% per hour above current rate for all regular and irregular shift work. Premium pay shall be calculated using the 15% per hour differential as base rate.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker:

First 40 Hours	
Per Hour	\$23.32
Over 40 Hours	
Per Hour	17.42

**OVERTIME PAY**

See (B, E, P, R, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

NOTE: For Holiday Overtime: 5, 6 - Code 'S' applies  
For Holiday Overtime: 8, 9, 15, 25 - Code 'R' applies

## REGISTERED APPRENTICES

	1st term 1-1000hrs	2nd term 1001-2000hrs	3rd term 2001-3000hrs	4th term 3001-4000hrs
07/01/2019	\$ 23.26	\$ 27.44	\$ 31.62	\$ 35.71

### Supplemental Benefits per hour:

1st term	\$ 3.85 - After 40 hours: \$ 3.60
2nd term	\$ 3.95 - After 40 hours: \$ 3.60
3rd term	\$ 4.45 - After 40 hours: \$ 4.00
4th term	\$ 5.00 - After 40 hours: \$ 4.50

8-60H/H

## Laborer - Tunnel

10/01/2019

### JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

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

### WAGES

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

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

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

### WAGES: (per hour)

	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Class 1	\$ 49.05	\$ 50.45	\$ 51.95	\$ 53.45
Class 2	51.20	52.60	54.10	55.60
Class 4	57.60	59.00	60.50	62.00
Class 5	41.00	42.25	43.50	44.80

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

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

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

### SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 31.03	\$ 32.15	\$ 33.25	\$ 34.45
Benefit 2	46.48	48.15	49.80	51.60
Benefit 3	61.93	64.15	66.35	68.75

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

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

Benefit 3 applies to Sunday and Holiday hours worked.

### OVERTIME PAY

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

### HOLIDAY

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

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

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

### REGISTERED APPRENTICES

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

**Lineman Electrician**

**10/01/2019**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT** 6

**ENTIRE COUNTIES**

Westchester

**WAGES**

Below rates apply to electrical overhead and underground distribution and maintenance work and overhead and underground transmission line work, electrical substations, switching structures, continuous pipe-type underground fluid or gas filled transmission conduit and cable installations, maintenance jobs or projects, railroad catenary installations and maintenance, third rail installations, the bonding of rails and the installation of fiber optic cable. (Ref #14.04.01)

Includes Teledata Work performed within ten (10) feet of high voltage (600 volts or over) transmission lines.

Per hour:	07/01/2019	05/04/2020
Lineman, Tech, Welder	\$ 54.81	\$ 56.51
Crane, Crawler Backhoe	54.81	56.51
Cable Splicer-Pipe Type	60.29	62.16
Digging Mach Operator	49.33	50.86
Cert. Welder-Pipe Type	57.55	59.34
Tractor Trailer Driver	46.59	48.03
Groundman, Truck Driver	43.85	45.21
Equipment Mechanic	43.85	45.21
Flagman	32.89	33.91

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

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

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

**\*\* IMPORTANT NOTICE \*\***

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

\*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

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

**SUPPLEMENTAL BENEFITS**

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

Journeyman	\$ 24.15	\$ 24.90
	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage

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

**OVERTIME PAY**

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

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

WAGES: Per hour. 1000 hour terms.

07/01/2019

05/04/2020

1st term	\$ 32.89	\$ 33.91
2nd term	35.63	36.73
3rd term	38.37	39.56
4th term	41.11	42.38
5th term	43.85	45.21
6th term	46.59	48.03
7th term	49.33	50.86

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249aWest

<b>Lineman Electrician - Teledata</b>	<b>10/01/2019</b>
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**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

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

	07/01/2019	01/01/2020	01/01/2021
Cable Splicer	\$ 32.78	\$ 33.77	\$ 34.78
Installer, Repairman	\$ 31.12	\$ 32.05	\$ 33.01
Teledata Lineman	\$ 31.12	\$ 32.05	\$ 33.01
Tech., Equip. Operator	\$ 31.12	\$ 32.05	\$ 33.01
Groundman	\$ 16.49	\$ 16.99	\$ 17.50

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 4.73	\$ 4.73	\$ 4.73
	*plus 3% of wage paid	*plus 3% of wage paid	*plus 3% of wage paid

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

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

**HOLIDAY**

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

6-1249LT - Teledata

<b>Lineman Electrician - Traffic Signal, Lighting</b>	<b>10/01/2019</b>
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**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting

**DISTRICT 6**

**ENTIRE COUNTIES**

Westchester

**WAGES**

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

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

A flagger's duties shall consist of traffic control only.  
(Ref #14.01.03)

Per hour:

	07/01/2019	05/04/2020
Lineman, Technician	\$ 50.16	\$ 51.61
Crane, Crawler Backhoe	50.16	51.61
Certified Welder	52.67	54.19
Digging Machine	45.14	46.45
Tractor Trailer Driver	42.64	43.87
Groundman, Truck Driver	40.13	41.29
Equipment Mechanic	40.13	41.29
Flagman	30.10	30.97

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems, and the installation of Fiber Optic Cable.

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

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

**\*\* IMPORTANT NOTICE \*\***

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

\*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

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

**SUPPLEMENTAL BENEFITS**

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

Journeyman	\$ 24.15	\$ 24.90
	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage

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

Supplements paid at STRAIGHT TIME rate for holidays.

**OVERTIME PAY**

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

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

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

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

WAGES: Per hour. 1000 hour terms.



	07/01/2019	05/04/2020
1st term	\$ 30.10	\$ 30.97
2nd term	32.60	33.55
3rd term	35.11	36.13
4th term	37.62	38.71
5th term	40.13	41.29
6th term	42.64	43.87
7th term	45.14	46.45

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249aWestLT

<b>Mason - Building</b>	<b>10/01/2019</b>
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**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour:	07/01/2019	12/02/2019 Additional	06/01/2020 Additional
Tile Setters	\$ 58.95	\$0.88	\$0.88

**SUPPLEMENTAL BENEFITS**

Per Hour:  
\$ 24.56\*+ \$9.34

**OVERTIME PAY**

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

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

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:

Tile Setters:

(750 hour) term at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6501-7000
	\$19.73	\$24.39	\$31.20	\$35.85	\$39.19	\$42.34	\$45.70	\$50.35	\$53.02	\$56.68

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 13.20	\$ 13.25	\$ 15.85	\$ 15.90	\$ 17.27	\$ 18.82	\$ 20.17	\$ 20.22	\$22.26	\$28.01 9-7/52A

<b>Mason - Building</b>	<b>10/01/2019</b>
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**JOB DESCRIPTION** Mason - Building

**DISTRICT 11**

**ENTIRE COUNTIES**

Putnam, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: Only the Township of Tuxedo.

**WAGES**

Per hour:	07/01/2019
Bricklayer	\$ 42.09
Cement Mason	42.09
Plasterer/Stone Mason	42.09
Pointer/Caulker	42.09

Additional \$1.00 per hour for power saw work  
Additional \$0.50 per hour for swing scaffold or staging work

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

Irregular work day requires 15% premium  
Second shift an additional 15% of wage plus benefits to be paid  
Third shift an additional 25% of wage plus benefits to be paid

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 35.00

#### OVERTIME PAY

OVERTIME:

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

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

#### REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

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

11-5wp-b

#### Mason - Building

10/01/2019

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

#### ENTIRE COUNTIES

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

#### WAGES

Building:

	07/01/2019	01/01/2020	06/01/2020
Wages per hour:		Additional	Additional
		\$0.95	\$0.95

Mosaic & Terrazzo Mechanic \$56.41

Mosaic & Terrazzo Finisher \$54.81

#### SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic \$ 25.11\* plus \$11.13

Mosaic & Terrazzo Finisher \$ 25.11\* plus \$11.11

#### OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

Deduct \$6.50 from hourly wages before calculating overtime.

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

## REGISTERED APPRENTICES

Wages per hour:

(750 Hour) terms at the following wage rate.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2019	\$ 24.95	\$ 27.43	\$ 29.94	\$ 32.42	\$ 34.94	\$ 37.41	\$ 42.40	\$ 47.40

Supplemental benefits per hour:

07/01/2019	\$ 12.56*	\$ 13.82*	\$ 15.07*	\$ 16.33*	\$ 17.58*	\$ 18.84*	\$ 21.35*	\$ 23.86*
	+\$8.82	+\$9.71	+\$10.58	+\$11.47	+\$12.34	+\$13.24	+\$15.02	+\$16.67

Apprentices hired after 07/01/2017`:

Wages Per hour:

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2019	\$19.73	\$25.37	\$33.84	\$39.49	\$45.13	\$50.71

Supplemental Benefits per hour:

07/01/2019	1st \$8.79* +\$3.91	2nd \$11.30* +\$5.02	3rd \$15.07* +\$6.68	4th \$17.58* +\$7.79	5th \$20.09* +\$8.90	6th \$22.60* +\$10.02
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9-7/3

## Mason - Building

10/01/2019

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

## ENTIRE COUNTIES

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

## WAGES

Per hour: 07/01/2019 01/01/2020 07/01/2020

Building-Marble Restoration: Additional \$1.10 Additional \$1.10

Marble, Stone & Terrazzo Polisher, etc \$ 42.81

## SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher \$ 28.06

## OVERTIME PAY

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

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

## REGISTERED APPRENTICES

WAGES per hour:

900 hour term at the following wage:

07/01/2019	1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701
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\$29.91	\$34.21	\$38.51	\$42.81
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Supplemental Benefits Per Hour:

\$ 25.52	\$ 26.37	\$ 27.21	\$ 28.06
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9-7/24-MP

**Mason - Building**

**10/01/2019**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Wages: 07/01/2019 12/30/2019 06/29/2020

Additional Additional

Marble Cutters & Setters	\$ 59.44	\$0.47	\$0.95
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**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker	\$ 36.73
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**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wage Per Hour:

7500 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
07/01/2019									
\$23.72	\$26.69	\$29.66	\$32.65	\$36.21	\$38.59	\$41.56	\$44.55	\$50.50	\$56.47

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$21.14	\$22.44	\$23.76	\$25.04	\$26.35	\$27.65	\$28.95	\$30.24	\$32.84	\$35.43
									9-7/4

**Mason - Building**

**10/01/2019**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2019 12/02/2019 06/01/2020

Additional Additional  
\$0.73 \$0.72

Tile Finisher	\$ 45.54
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**SUPPLEMENTAL BENEFITS**

Per Hour:

\$ 21.26\* + \$9.17

**OVERTIME PAY**

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

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

Work beyond 10 hours on a 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

9-7/88A-tf

**Mason - Building**

**10/01/2019**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:	07/01/2019	01/01/2020	07/01/2020
Marble, Stone, etc.		Additional	Additional
Maintenance Finishers:	\$ 24.31	\$0.68	\$0.67

Note 1: An additional \$2.00 per hour  
for time spent grinding floor using  
"60 grit" and below.

Note 2: Flaming equipment operator  
shall be paid an additional \$25.00 per day.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Marble, Stone, etc	
Maintenance Finishers:	\$ 13.72

**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:	07/01/2019
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0-750	\$16.97
751-1500	\$17.95
1501-2250	\$18.93
2251-3000	\$19.90
3001-3750	\$21.38
3751-4500	\$23.33
4501+	\$24.31

Supplemental Benefits:  
Per hour:

0-750	\$ 13.65
751-1500	\$ 13.66
1501-2250	\$ 13.67
2251-3000	\$ 13.68
3001-3750	\$ 13.69
3751-4500	\$ 13.71
4501+	\$ 13.72

9-7/24M-MF

**Mason - Building / Heavy&Highway**

**10/01/2019**

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

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:	07/01/2019	12/30/2019	06/29/2020
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Marble-Finisher	\$ 47.41	Additional \$0.41	Additional \$0.60
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# **SUPPLEMENTAL BENEFITS**

Journeyworker:  
per hour

Marble- Finisher	\$ 34.49
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# **OVERTIME PAY**

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

# **HOLIDAY**

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

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

\*\* When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

# **Mason - Heavy&Highway**

10/01/2019

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 11

# **ENTIRE COUNTIES**

Putnam, Rockland, Westchester

# **PARTIAL COUNTIES**

Orange: Only the Township of Tuxedo.

# **WAGES**

Per hour:

07/01/2019

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

Additional \$1.00 per hour for power saw work

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

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

Irregular work day requires 15% premium

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

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

# **SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 34.99
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# **OVERTIME PAY**

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

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

# **HOLIDAY**

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

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

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

# **REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
-----	-----	-----	-----	-----	-----	-----	-----

50%      55%      60%      65%      70%      75%      80%      85%

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

11-5WP-H/H

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**Operating Engineer - Building****10/01/2019**

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**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)      07/01/2019

**Building Construction:**

Party Chief	\$ 74.75
Instrument Man	\$ 59.53
Rodman	\$ 40.79

**Steel Erection:**

Party Chief	\$ 75.46
Instrument Man	\$ 60.19
Rodman	\$ 42.35

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

Party Chief	\$ 80.74
Instrument man	\$ 61.03
Rodman	\$ 52.26

**SUPPLEMENTAL BENEFITS**

Per Hour:      07/01/2019

Building Construction & Steel	\$ 22.85* + 6.90
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Heavy Construction	\$ 23.10* + 6.90
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\* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit:

\$ 16.45

**OVERTIME PAY**

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

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

**HOLIDAY**

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

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

9-15Db

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**Operating Engineer - Building****10/01/2019**

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**JOB DESCRIPTION** Operating Engineer - Building**DISTRICT 8****ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

## WAGES

### GROUP I:

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc. (Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist (Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull (Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker (Air Ram), Paver (Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie (Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper (sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller (Under 4 Ton), Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station (Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper.

GROUP VI-B: Utility Man, Warehouse Man.

### WAGES: (per hour)

07/01/2019

GROUP I	
Cranes- up to 49 tons	\$ 61.70
Cranes- 50 tons to 99 tons	63.86
Cranes- 100 tons and over	72.99
GROUP I-A	53.95
GROUP I-B	49.68
GROUP II	52.03
GROUP III-A	50.11
GROUP III-B	47.67
GROUP IV-A	49.60
GROUP IV-B	41.85
GROUP V	45.17
GROUP VI-A	52.96
GROUP VI-B	



Utility Man	42.83
Warehouse Man	44.92

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.  
Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.  
Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.  
Loader operators over 5 cubic yard capacity additional .50 per hour.  
Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

#### **SUPPLEMENTAL BENEFITS**

Per hour:

07/01/2019

Journeyworker

\$ 28.52

#### **OVERTIME PAY**

OVERTIME:..... See ( B, E,P,R\*,T\*\*,U\*\*\*,V ) on OVERTIME PAGE.

#### **HOLIDAY**

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

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

\* For Holiday codes 11, 12, 15, 25, code R applies.

\*\* For Holiday code 28, code T applies

\*\*\* For Holiday codes 5 & 6, code U applies

8-137B

### **Operating Engineer - Heavy&Highway**

**10/01/2019**

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

**DISTRICT 8**

#### **ENTIRE COUNTIES**

Putnam, Westchester

#### **PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

#### **WAGES**

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),  
Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under), Vibratory Roller (Riding), Welder.

GROUP II-B: Mechanic (Outside) All Types.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck).

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour:	07/01/2019	03/02/2020
Group I	\$ 61.03	\$ 62.38
Group I-A	53.80	54.95
Group I-B	56.69	57.92
Group II-A	51.52	52.61
Group II-B	53.13	54.26
Group III	50.61	51.68
Group IV-A	46.00	46.93
Group IV-B	39.49	40.24
Group V-A		
Engineer All Tower, Climbing and		
Cranes of 100 Tons	69.14	70.72
Hoist Engineer(Steel)	62.61	64.00
Engineer(Pile Driver)	66.77	68.27
Jersey Spreader,Pavement Breaker (Air		
Ram)Post Hole Digger	52.71	53.83

**SHIFT DIFFERENTIAL:**

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts  
on all government mandated off-shift work

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday; Friday may be used as a make-up day.

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker:	07/01/2019	03/02/2020
	\$ 21.55 on all hours.	\$ 22.50 on all hours.
	PLUS \$ 8.00 for first 40 hours worked.	PLUS \$ 8.00 for first 40 hours worked.

**OVERTIME PAY**

See (B, E, E2, P, \*R, \*\*U) on OVERTIME PAGE

**HOLIDAY**

Paid:..... See ( 5, 6, 8, 9, 15, 25 ) on HOLIDAY PAGE

Overtime..... See ( 5, 6, 8, 9, 15, 25 ) on OVERTIME PAGE

\* For Holiday codes 8,9,15,25 code R applies

\*\* For Holiday Codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

**REGISTERED APPRENTICES**

(1)year terms at the following rate.

	07/01/2019	03/02/2020
1st term	\$ 26.90	\$ 27.48
2nd term	32.28	32.97
3rd term	37.66	38.47
4th term	43.04	43.96

Supplemental Benefits per hour:

Apprentices:	07/01/2019	03/02/2020
	\$ 21.55	\$ 22.50

8-137HH

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**Operating Engineer - Heavy&Highway**

**10/01/2019**

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

**DISTRICT 9**

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: South of the North city line of Poughkeepsie

**WAGES**

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 in general, assists the Survey Crew

Catogories cover GPS & Underground Surveying

Per Hour: 07/01/2019

Party Chief \$ 78.00

Instrument Man 58.81

Rodman 50.26

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2019

All Catogories

Straight Time: \$ 23.10\* plus \$6.90

Premium:

Time & 1/2 \$ 34.65\* plus \$6.90

Double Time

\$ 46.20\* plus \$6.90

Non-Worked Holiday Supplemental Benefits:

\$ 16.45

**OVERTIME PAY**

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

\* Doubletime paid on all hours in excess of 8 hours on Saturday

**HOLIDAY**

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

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

9-15Dh

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**Operating Engineer - Heavy&Highway - Tunnel**

**10/01/2019**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway - Tunnel

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

**WAGES**

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler,Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under), Vibratory Roller(riding), Welder.

GROUP II-B: Mechanic(outside)all types.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck).

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

	07/01/2019	03/02/2020
GROUP I	\$ 61.03	\$ 62.38
GROUP I-A	53.80	54.95
GROUP I-B	56.69	57.92
GROUP II-A	51.52	52.61
GROUP II-B	53.13	54.26
GROUP III	50.61	51.68
GROUP IV-A	46.00	46.93
GROUP IV-B	39.49	40.24
GROUP V-A		
Engineer-Cranes	69.14	70.72
Engineer-Pile Driver	66.77	68.27
Hoist Engineer	62.61	64.00
Jersey Spreader	52.71	53.83
Pavement Breaker	52.71	53.83
Post Hole Digger	52.71	53.83

SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts  
on all government mandated off-shift work

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

	03/04/2019	03/02/2020
	\$ 21.55	\$ 22.50
	+ \$8.00	+ \$8.00
(Limited to		(Limited to

first 40 hours) first 40 hours)

### OVERTIME PAY

See (D, O, \*U, V) on OVERTIME PAGE

### HOLIDAY

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

\* Note: For Holiday codes 5 & 6, code U applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

### REGISTERED APPRENTICES

(1)year terms at the following rates:

	07/01/2019	03/02/2020
1st term	\$ 26.90	\$ 27.48
2nd term	32.28	32.97
3rd term	37.66	38.47
4th term	43.04	43.96

Supplemental Benefits per hour:

	07/01/2019	03/02/2020
All terms	\$ 21.55	\$ 22.50

8-137Tun

### Operating Engineer - Marine Dredging

10/01/2019

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT 4**

### ENTIRE COUNTIES

Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

### WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2019	10/01/2019
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 39.23	\$ 40.31
CLASS A2 Crane Operator (360 swing)	34.96	35.92
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	33.93	34.86
CLASS B2 Certified Welder	31.94	32.82
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	31.07	31.92

CLASS C2 Boat Operator	30.06	30.89
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	24.97	25.66

### SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2019 \$11.23 plus 7.5% of straight time wage, Overtime hours add \$ 0.63	10/01/2019 \$11.88 plus 7.5% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$10.93 plus 7.5% of straight time wage, Overtime hours add \$ 0.48	11.58 plus 7.5% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$10.63 plus 7.5% of straight time wage, Overtime hours add \$ 0.33	11.28 plus 7.5% of straight time wage, Overtime hours add \$ 0.33

### OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

## Operating Engineer - Survey Crew - Consulting Engineer

10/01/2019

**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: 07/01/2019  
Survey Classifications

Party Chief	\$ 43.71
Instrument Man	36.43
Rodman	31.84

### SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 19.50

### OVERTIME PAY

OVERTIME:..... See ( B, E\*, Q, V ) ON OVERTIME PAGE.

\*Doubletime paid on the 9th hour on Saturday.

### HOLIDAY

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

9-15dconsult

## Painter

10/01/2019

**JOB DESCRIPTION** Painter

**DISTRICT** 8

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2019

Brush \$ 48.20\*

Abatement/Removal of lead based  
or lead containing paint on  
materials to be repainted. 48.20\*

Spray & Scaffold \$ 51.20\*

Fire Escape 51.20\*

Decorator 51.20\*

Paperhanger/Wall Coverer 50.97\*

\*Subtract \$ 0.10 to calculate premium rate.

**SUPPLEMENTAL BENEFITS**

Per hour: 07/01/2019

Paperhanger \$ 29.47

All others 27.59

Premium 30.35\*\*

\*\*Applies only to "All others" category, not paperhanger journeyworker.

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

One ( 1 ) year terms at the following wage rate.

Per hour: 07/01/2019

Appr 1st term... \$ 18.39\*

Appr 2nd term... 24.02\*

Appr 3rd term... 29.12\*

Appr 4th term... 38.95\*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour: 07/01/2019

Appr 1st term... \$ 14.16

Appr 2nd term... 17.17

Appr 3rd term... 19.77

Appr 4th term... 24.91

8-NYDC9-B/S

**Painter**

**10/01/2019**

**JOB DESCRIPTION** Painter

**DISTRICT** 8

**ENTIRE COUNTIES**

Putnam, Suffolk, Westchester

**PARTIAL COUNTIES**

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, 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 the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going 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 and Sands Point, Manor HAven, Harbour Acres.

**WAGES**

Per hour: 07/01/2019

Drywall Taper \$ 48.20\*

\*Subtract \$ 0.10 to calculate premium rate.

#### **SUPPLEMENTAL BENEFITS**

Per hour: 07/01/2019  
Journeyman \$ 27.59

#### **OVERTIME PAY**

See (A, H) on OVERTIME PAGE

#### **HOLIDAY**

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

#### **REGISTERED APPRENTICES**

Wages - Per Hour: 07/01/2019

1500 hour terms at the following wage rate:

1st term	\$ 18.39*
2nd term	\$ 24.02*
3rd term	\$ 29.12*
4th term	\$ 38.95*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

One year term (1500 hours) at the following dollar amount.

1st year	\$ 14.16
2nd year	\$ 17.17
3rd year	\$ 19.77
4th year	\$ 24.91

8-NYDCT9-DWT

#### **Painter - Bridge & Structural Steel**

**10/01/2019**

**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: 07/01/2019

\$ 49.50  
+ 6.38\*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

#### **SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker: 07/01/2019

\$ 9.50  
+26.05\*

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).



**OVERTIME PAY**

See (A, 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

	07/01/2019
1st year	\$ 23.13
2nd year	34.73
3rd year	46.30

Supplemental Benefits - Per hour:

1st year	\$ 13.44
2nd year	20.16
3rd year	26.88

8-DC-9/806/155-BrSS

**Painter - Line Striping**

10/01/2019

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT** 8

**ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per hour:

Painter (Striping-Highway):	07/01/2019
Striping-Machine Operator*	\$ 29.93
Linerman Thermoplastic	\$ 36.06

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

**SUPPLEMENTAL BENEFITS**

Per hour paid: 07/01/2019  
Journeyworker:

Striping-Machine operator	\$ 7.44
Linerman Thermoplastic	\$ 7.44

**OVERTIME PAY**

See (B, B2, E2, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 20) on HOLIDAY PAGE  
Overtime: See (5, 20) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One (1) year terms at the following wage rates:

	07/01/2019
1st term	\$ 11.97
2nd term	17.96
3rd term	23.94

Supplemental Benefits per hour:

1st term	\$ 7.44
2nd term	7.44
3rd term	7.44

8-1456-LS

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**Painter - Metal Polisher****10/01/2019**

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**JOB DESCRIPTION** Painter - Metal Polisher**DISTRICT** 8**ENTIRE COUNTIES**

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

**WAGES**

	07/01/2019
Metal Polisher	\$ 30.58
Metal Polisher*	31.53
Metal Polisher**	34.08

\*Note: Applies on New Construction & complete renovation

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2019

Journeyworker:

All classification \$ 7.72

**OVERTIME PAY**

See (B, E, P, T) on OVERTIME PAGE

**HOLIDAY**

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

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2019
1st year	\$ 15.00
2nd year	15.00
3rd year	15.75
1st year*	\$ 17.39
2nd year*	17.44
3rd year*	18.29
1st year**	\$ 19.50
2nd year**	19.50
3rd year**	20.25

\*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 5.52
2nd year	5.52
3rd year	5.52

8-8A/28A-MP

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**Plumber****10/01/2019**

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**JOB DESCRIPTION** Plumber**DISTRICT** 8**ENTIRE COUNTIES**

Putnam, Westchester

## WAGES

Per hour: 07/01/2019

Plumber and  
Steamfitter \$ 56.96

## SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 35.61

## OVERTIME PAY

See (B, E, E2, Q, V) on OVERTIME PAGE  
OVERTIME:... See on OVERTIME PAGE.

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

## REGISTERED APPRENTICES

(1)year terms at the following wages:

1st Term	\$ 21.09
2nd Term	24.22
3rd Term	27.96
4th Term	39.97
5th Term	42.90

Supplemental Benefits per hour:

1st term	\$ 14.83
2nd term	16.52
3rd term	19.68
4th term	25.81
5th term	27.34

8-21.1-ST

## Plumber - HVAC / Service

10/01/2019

**JOB DESCRIPTION** Plumber - HVAC / Service

**DISTRICT** 8

## ENTIRE COUNTIES

Dutchess, Putnam, Westchester

## PARTIAL COUNTIES

Delaware: Only the townships of Middletown and Roxbury

Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

## WAGES

Per hour: 07/01/2019

HVAC Service \$ 38.18  
+ \$ 4.32\*

\*Note: This portion of wage is not subject to overtime premium.

## SUPPLEMENTAL BENEFITS

Per hour: 07/01/2019

Journeyworker HVAC Service  
\$ 22.44

## OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

## HOLIDAY

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

## REGISTERED APPRENTICES

### HVAC SERVICE

(1)year terms at the following wages:

07/01/2019

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 17.37	\$ 20.50	\$ 25.69	\$ 31.56	\$ 34.11
+\$2.37*	+\$2.67*	+\$3.22*	+\$3.84*	+\$4.07*

\*Note: This portion of wage is not subject to overtime premium.

Supplemental Benefits per hour:

Apprentices 07/01/2019

1st term	\$ 17.82
2nd term	18.61
3rd term	19.54
4th term	20.74
5th term	21.63

8-21.1&2-SF/Re/AC

## Plumber - Jobbing & Alterations

10/01/2019

**JOB DESCRIPTION** Plumber - Jobbing & Alterations

**DISTRICT** 8

### ENTIRE COUNTIES

Dutchess, Putnam, Westchester

### PARTIAL COUNTIES

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

### WAGES

Per hour: 07/01/2019  
Journeyworker: \$ 44.19

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

### SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

### SUPPLEMENTAL BENEFITS

Per hour:  
Journeyworker

\$ 30.04

### OVERTIME PAY

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

\*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

## REGISTERED APPRENTICES

(1) year terms at the following wages:

1st year	\$ 19.24
2nd year	21.33
3rd year	23.05
4th year	32.41

5th year 34.21

Supplemental Benefits per hour:

1st year \$ 9.60  
2nd year 11.36  
3rd year 15.07  
4th year 20.31  
5th year 22.11

8-21.3-J&A

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**Roofer****10/01/2019**

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**JOB DESCRIPTION** Roofer

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2019

Roofer/Waterproofer \$ 49.50

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

**SUPPLEMENTAL BENEFITS**

Per Hour: \$ 26.37

**OVERTIME PAY**

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

( 1 ) year term

1st	2nd	3rd	4th
\$ 14.88	\$ 24.75	\$ 29.70	\$ 37.14

Supplements:

1st	2nd	3rd	4th
\$ 3.30	\$ 13.21	\$ 15.84	\$ 19.79

9-8R

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**Sheetmetal Worker****10/01/2019**

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**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

07/01/2019  
SheetMetal Worker \$ 44.74

**SHIFT WORK**

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

**SUPPLEMENTAL BENEFITS**

Journeyworker \$ 42.48

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

1st	2nd	3rd	4th	5th	6th	7th	8th
\$16.60	\$18.67	\$ 20.75	\$ 22.83	\$ 24.89	\$ 26.98	\$ 29.53	\$ 32.08

Supplemental Benefits per hour:

Apprentices	
1st term	\$ 18.30
2nd term	20.59
3rd term	22.85
4th term	25.17
5th term	27.44
6th term	29.72
7th term	31.51
8th term	33.34

8-38

<b>Sheetmetal Worker</b>	<b>10/01/2019</b>
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**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2019

Sign Erector \$ 50.45

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2019

Sign Erector \$ 46.66

**OVERTIME PAY**

See (A, F, S) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Per Hour:

6 month Terms at the following percentage of Sign Erectors wage rate:

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
\$13.11	\$14.85	\$16.59	\$18.34	\$25.56	\$27.80	\$30.76	\$33.07	\$35.36	\$37.65

4-137-SE

<b>Sprinkler Fitter</b>	<b>10/01/2019</b>
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**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour 07/01/2019

Sprinkler \$ 45.42  
Fitter

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 25.54

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

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

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

## REGISTERED APPRENTICES

Wages per hour

For Apprentices HIRED ON OR AFTER 04/01/2010:

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.30	\$ 9.36	\$ 18.04	\$ 18.10	\$ 18.66	\$ 18.72	\$ 18.78	\$ 18.83	\$ 18.89	\$ 18.95

For Apprentices HIRED ON OR AFTER 04/01/2013:

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 18.04	\$ 18.04	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29	\$ 18.29 1-669.2

## Teamster - Building / Heavy&Highway

10/01/2019

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

**DISTRICT** 8

## ENTIRE COUNTIES

Putnam, Westchester

## WAGES

GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Attenuator, Light Towers, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP B: Tractor & Trailers (all types).

GROUP BB: Tri-Axle, 14 Wheeler

GROUP C: Low Boy (carrying equipment).

GROUP D: Fuel Trucks, Tire Trucks.

GROUP E: Off-road Equipment (over 40 tons): Athey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.

GROUP F: Off-road Equipment (over 40 tons) Euclid, DJB.

GROUP G: Off-road Equipment (under 40 tons) Athey Wagons, Belly Articulated Dumps, Trailer Wagons.

GROUP H: Off-road Equipment (under 40 tons), Euclid.

GROUP HH: Off-road Equipment (under 40 tons) D.J.B.

GROUP I: Off-road Equipment (under 40 tons) Darts.

GROUP II: Off-road Equipment (under 40 tons) RXS.

WAGES:(per hour)

07/01/2019

GROUP A	\$ 41.67*
GROUP B	42.29*
GROUP BB	41.79*
GROUP C	44.42*
GROUP D	42.12*
GROUP E	42.67*
GROUP F	43.67*
GROUP G	42.42*
GROUP H	43.04*
GROUP HH	43.42*

GROUP I	43.17*
GROUP II	43.54*

\* To calculate premium wage, subtract \$ .20 from the hourly wage.

Note: Fuel truck operators on construction sites addit. \$5.00 per day.  
For work on hazardous/toxic waste site addit. 20% of hourly rate.

Shift Differential: NYS DOT or other Governmental Agency contracts shall receive a shift differential of Fifteen(15%)percent above the wage rate

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Fridays and Saturdays may be used as make-up days at straight time when a day during the work week has been lost due to inclement weather.

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

#### **SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker

First 40 hours	\$ 30.67
41st-45th hours	13.38
Over 45 hours	0.25

NOTE: Employees entitled to 1 week of paid vacation based on group classification after 90 days of employment.

#### **OVERTIME PAY**

See (B, E, P, R) on OVERTIME PAGE

#### **HOLIDAY**

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

8-456

<b>Welder</b>	<b>10/01/2019</b>
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#### **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 07/01/2019

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

#### **OVERTIME PAY**

#### **HOLIDAY**

1-As Per Trade



## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays

- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 )        None
- ( 2 )        Labor Day
- ( 3 )        Memorial Day and Labor Day
- ( 4 )        Memorial Day and July 4th
- ( 5 )        Memorial Day, July 4th, and Labor Day
- ( 6 )        New Year's, Thanksgiving, and Christmas
- ( 7 )        Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 )        Good Friday
- ( 9 )        Lincoln's Birthday
- ( 10 )       Washington's Birthday
- ( 11 )       Columbus Day
- ( 12 )       Election Day
- ( 13 )       Presidential Election Day
- ( 14 )       1/2 Day on Presidential Election Day
- ( 15 )       Veterans Day
- ( 16 )       Day after Thanksgiving
- ( 17 )       July 4th
- ( 18 )       1/2 Day before Christmas
- ( 19 )       1/2 Day before New Years
- ( 20 )       Thanksgiving
- ( 21 )       New Year's Day
- ( 22 )       Christmas
- ( 23 )       Day before Christmas
- ( 24 )       Day before New Year's
- ( 25 )       Presidents' Day
- ( 26 )       Martin Luther King, Jr. Day
- ( 27 )       Memorial Day
- ( 28 )       Easter Sunday



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

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

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

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

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

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

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

**NYSDOL Bureau of Public Work Debarment List 08/29/2019**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANNA HEIGHTS RD PUTNAM VALLEY NY 10542	03/13/2015	03/12/2020
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		ANGELO F COKER			12/04/2018	12/04/2023
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	NYC	*****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	*****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC	*****6046	ATLANTIC SUN CONSTRUCTION CORP		58-46 59TH AVENUE MASPETH NY 11378	05/08/2015	05/08/2020
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	NYC	*****2591	AVI 212 INC.		260 CROPEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020

**NYSDOL Bureau of Public Work Debarment List 08/29/2019**

**Article 8**

DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC	*****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	NYC	*****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020

**NYSDOL Bureau of Public Work Debarment List 08/29/2019**

**Article 8**

DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUE ATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DANICA IVANOSKI		61 WILLET ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2C SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC	*****7707	DASSLE CONTRACTING INC		213-37 39TH AVE/SUITE 120 BAYSIDE NY 11360	05/08/2015	05/08/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAIR 145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTRACTORS 35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTION	64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTRACTORS		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/2002

**NYS DOL Bureau of Public Work Debarment List 08/29/2019**

**Article 8**

DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DR MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTION	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302 STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL	*****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATT A BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL	*****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETS YRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	AG		J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATT A BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021



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DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS RD PUTNAM VALLEY NY 10542	03/13/2015	03/13/2020
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	AG	*****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021

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DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS RD PUTNAM VALLEY NY 10542	03/13/2015	03/13/2020
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020

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DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4 YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29 MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020

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DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOOR MASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	NYC	*****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTION	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101 SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101 SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020

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DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	09/16/2013	09/15/2019
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		2821 GARDNER ROAD POMPEY NY 13138	08/26/2016	08/26/2021
DOL	DOL		SALVATORE A FRESINA			08/26/2016	08/26/2021
DOL	DOL		SAM FRESINA			08/26/2016	08/26/2021
DOL	NYC	*****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	*****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022

**NYSDOL Bureau of Public Work Debarment List 08/29/2019**

**Article 8**

DOL	DOL	*****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWTALANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL	*****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	*****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

# Restoration of Superintendent's Cottage, Dale Cemetery

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## APPENDIX D

Contract Insurance Requirements,  
Town of Ossining  
(2 pages)

# CONTRACT INSURANCE REQUIREMENTS

ALL CERTIFICATES OF INSURANCE MUST BE SUBMITTED TO THE TOWN CLERK AND APPROVED BY THE TOWN ATTORNEY PRIOR TO THE COMMENCEMENT OF ANY WORK

1. All coverage required for this event shall be placed with an Insurance Company "Admitted" to conduct business in New York State and having a Best Rating of A+XII or better and approved in advance by the Town of Ossining. Insurance coverage submitted from an Insurance Company of a lesser rating may not be accepted.
2. The successful bidder, prior to signing of the contract, shall provide to the Town of Ossining and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.

Commercial General Liability Insurance with a single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. The Certificate of Insurance shall indicate the following coverages:

- (1) Premises/Completed Operations;
- (2) Any deductibles shall not be the liability of the Town of Ossining, New York.

Limit of Insurance

\$1,000,000 per occurrence

\$2,000,000 aggregate

Coverage shall include, but is not limited to:

1. Bodily Injury
2. Property Damage
3. Products and Completed Operations
4. Contractual Liability
5. Personal/Advertising Injury

Automobile Liability Insurance with the single limit of liability per occurrence for property damage at \$1,000,000. This insurance shall include coverage for:

- (1) Owned automobiles;
- (2) Hired automobiles;
- (3) Non-owned automobiles.

Professional Liability Insurance with the single limit of liability per occurrence in the minimum of \$1,000,000.



### **Umbrella Liability Coverage**

\$1,000,000

The Umbrella Liability Coverage must respond over the underlying coverage as required above. (Except for Workers Compensation, Disability)

### **Workers Compensation**

The successful bidder shall maintain during the life of this contract the statutory Workmen's Compensation and Employer's Liability insurance for all of his employees to be engaged in work performed under this Contract, and, in case any such work is sublet, the successful bidder shall require the Sub contractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

### **Disability**

The successful bidder shall maintain during the life of this contract the statutory Disability insurance for all of his employees to be engaged in work performed under this Contract, and, in case any such work is sublet, the successful bidder shall require the Sub contractor similarly to provide Disability Insurance for all of the latter's employees to be engaged in such work.

### **Environmental/Pollution Liability**

\$1,000,000

3. All policies and certificates of the successful bidder shall contain clauses as follows:
  - a. In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the **Town of Ossining, New York 10562**, by registered mail, return receipt requested.
4. The Town of Ossining and its officers, agents, employees, and affiliated entities shall be included as additional insureds on the General Liability, Umbrella/Excess policies. All coverage shall apply on a Primary and Non-Contributory basis and include a Waiver of Subrogation in favor of the Town of Ossining.
5. The successful bidder agrees to protect, defend, indemnify and hold the **Town of Ossining** and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs charges, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof.

# Restoration of Superintendent's Cottage, Dale Cemetery

Cover Page

## APPENDIX E

Supplementary General Conditions,  
Town of Ossining  
(21 pages)

## **Supplementary General Conditions**

September 2018 (REV 9-25-19)

### **GENERAL CONDITIONS**

- A. The "General Conditions of the Contract for Construction" AIA Document A-201, 2017 Edition, of The American Institute of Architects, referred to in the Contract Documents as the General Conditions, together with the following Article of the Supplementary General Conditions, which amend, modify and supplement various articles and provisions of the General Conditions are made part of the Contract and shall apply to all work under the Contract.
- B. All articles and parts of articles of the General Conditions not amended, modified or supplemented by these Supplementary General Conditions shall remain in full force and effect. Should any discrepancy become apparent between the General Conditions and these Supplementary General Conditions, the Contractor shall notify the Architect, in writing, and the Architect shall interpret and decide such matters in accordance with the provisions of the General Conditions.
- C. In all instances where there is a reference to Owner's Representative, if no Owner's Representative has been designated the Architect shall act as the Owner's Representative.

### **ARTICLE 1 - GENERAL PROVISIONS**

#### **1.1 BASIC DEFINITIONS**

##### **1.1.2 THE CONTRACT**

Add the following:

"The Contract may not be assigned by Contractor."

##### **1.1.3 THE WORK**

The following shall be inserted as new Subparagraph 1.1.3:

- 1.1.3 "Work" shall mean all that is necessary or required to be done, performed or furnished, in order to construct and complete the Project, pursuant to and in strict conformance with the Contract Documents, and work incident thereto or as is usually performed in connection therewith by normal custom and practice or as is reasonably inferable therefrom, free of all material defects. Work shall include all that is necessary or required to be done, performed or furnished in order to perform the Work in compliance with Law and to correct any defect, error or omission. Work shall include but not be limited to the employment and/or furnishing of all necessary labor, materials, equipment, supplies, tools, scaffolding, transportation, insurance, applicable taxes, temporary facilities,

permits, licenses, approvals, surveys, testing, field engineering and all other things and services including the survey and independent controlled testing and inspection services required by federal, state, and city or other governmental or quasi-governmental authorities necessary for the full performance and completion of the Project in accordance with the Contract Documents and the complete correction of any construction defects, errors or omissions. Work shall also include all administration, accounts, record-keeping, reporting, notification and other obligations of the Contractor under this Agreement.

"1.1.9

ADDITIONAL DRAWINGS AND INSTRUCTIONS

- .1 It is the intent of the Contract Documents to provide for complete installation of all portions of the Work. Except where Work, or a portion thereof, is specifically noted as being N.I.C. (Not in Contract), it is understood that all items, materials and equipment are to be furnished and installed, complete, ready for operation or use. Where additional or supplemental details or instructions are required to complete an item or items, the Architect shall furnish the necessary information to the Contractor. No work shall be installed or fabricated which depends upon the furnishing of such information without the written approval of the Architect of the specific condition. The furnishing of such data shall not be grounds for a claim for extra work by the Contractor. The Contractor will be deemed to have based his contract sum on a complete installation.

"1.1.10

MISCELLANEOUS DEFINITIONS

- .1 The word "Owner" as noted in these Construction Documents refers to the Owner as designated in the Contract Documents.
- .2 The word "Architect" as used in these Construction Documents refers to Architect as designated in the Contract Documents.
- .3 The word "product" as used in these Construction Documents includes materials, systems and equipment.
- .4 The word "provide" as used in these Construction Documents means to deliver, furnish and install, complete and erect in place, ready for use or operation, including all related work necessary and appurtenant thereto in accordance with the terms of the Contract Documents. Words "Contractor shall" shall also be understood in the imperative.

- .5 The terms "as required" and words of like effect, "as directed," "as permitted," mean that requirements, direction or permission of Architect are intended. Similarly, the words "or as approved," "acceptable", "satisfactory", or similar words shall mean "acceptable to," or "satisfactory to" the Architect in its reasonable discretion."
- .6 Unless otherwise expressly stated, wherever in the Contract Documents the words "approved", "reviewed", "acceptable", "unsatisfactory", "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the required action, reference, or determination rests with the Owner, the jurisdictional authorities or the Architect.
- .7 Unless otherwise expressly stated, wherever in the Contract Documents the words "as shown" or "as indicated" or words of like import are used, they shall mean "noted", "scheduled", "detailed" or any other diagrammatic or written reference made on the drawings, or in the specifications.
- .8 "Notice", "Notify", "Advise" and terms of similar meaning, in all instances, whether or not specifically stated shall be in writing.
- .9 "Consent" by Owner and/or Architect in all instances is only operative if such consent is in writing.

## 1.2 CORRELATION, AND INTENT

### 1.2.3 Add the following:

"References made in the Contract Documents to standard designation of ASTM, ACI, AISC and other similar organizations is intended to refer to Specifications, Codes, Standards, etc., of the latest revision of such standard, as of the date of the Specification. The Architect will give no consideration to any claimed ignorance as to what a cited standard contains, since each Contractor is considered to be experienced and familiar with his own trade's general accepted, published standards of quality and workmanship."

Add the following subsections:

"1.2.4 By executing the Contract, each Contractor represents and warrants to Owner, Architect and Owner's Representative that (i) Contractor is and will be financially responsible and has and will have sufficient liquidity to meet its financial responsibilities under the Contract and for all other Projects in which Contractor is or may become involved; (ii) Contractor has carefully examined the Drawings, Specifications and Associated documents and has visited and examined the site; (iii) from Contractor's investigation, Contractor has satisfied itself as to the nature and location of the proposed work, the general and local conditions, and all matters which may in any way affect the work or its performance; and (iv) Contractor fully understands the intent and purpose of the Contract Documents, in

the form(s) current as of the date of this Agreement. Claims for additional compensation and/or extension of time relating to Contractor's non-compliance with its representation and warranties in the preceding sentence will not be allowed."

"1.2.5 In the event of conflicts or discrepancies among the Contract Documents, the Contract Documents shall be interpreted on the basis of the following priorities:

- .1 First: Municipal Approvals and Conditions;
- .2 Second: Any Modifications to the Contract Documents executed after the date of the Agreement, with the Modification having the latest date having the greatest authority;
- .3 Third: The Supplementary General Conditions;
4. Fourth: The General Conditions of the Contract for Construction AIA Document A201, 2017 Edition (the "General Conditions");
5. Fifth: The Drawings
- .6 Sixth: The Specifications
- .7 Seventh: the Contract and Exhibit "A"

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.

"1.2.6 Contractor shall check dimensions and follow same. However, in no case is Contractor to scale any Drawings. Any discrepancies in dimensioning shall be brought to the attention of the Architect for clarification. In the Drawings, larger-scale drawings shall govern smaller-scale drawings. In the event of conflicts between the Drawings and the Specifications, or within either of such documents themselves, the Work shall be done in the manner specified in Subparagraph 1.2.8 hereof.

"1.2.7 In the event that there is ambiguity, conflict, or disagreement relating to items or arrangements to be furnished under the Contract Documents, the Architect will determine which takes precedence, it being understood that the Contractor shall furnish the items or arrangements of greatest quantity, best quality, or highest cost, as conclusively determined by the Architect.

"1.2.8 The Contractor acknowledges that it has carefully examined the Drawings and Specifications and has fully familiarized itself with the requirements thereof. The Contractor agrees that no additional compensation shall be requested of or received from the Owner to correct, repair or replace any Work due to any errors,

omissions or conflicts within the Drawings or the Specifications if such errors, omissions or conflicts should have been readily ascertainable by the Contractor at the time the Contractor initially reviewed the submitted Drawings and Specifications for pricing purposes, by exercising reasonable diligence, during the aforementioned examination."

ADD The following to 1.6.1

For purposes of this Agreement the term "courier" may mean either a messenger service that delivers the referenced notice in person to the intended recipient or a nationally recognized overnight delivery service.

## **ARTICLE 2 OWNER**

**2.2.4** In the third line after the words "seven (7) days" add "advance written".

**2.3.3** **DELETE** the words "to whom Contractor has no reasonable objection."

## **ARTICLE 3 - *CONTRACTOR***

3.3.1 All notices provided shall be in writing. ADD to the end of this section  
Any alternatives proposed by Contractor must be approved in writing by the Architect.

### **3.4 LABOR & MATERIALS**

Add the following paragraphs:

3.4.4 Wherever materials are specified or indicated and the terms "or equal", "or approved equal", "or equal as approved", "equal to", or other similar terms are used after the name or names of materials, it shall be understood that products other than those specified will be considered for approval, providing such products are produced by experienced, reputable and qualified manufacturers and such materials are equal in quality, substantially equal in type, design, and performance characteristics, as indicated by approved test data, and fulfill the intent of the design of the specified materials. It shall be expressly understood that the approval of such submission of "or equal" materials is vested in the Architect, whose decisions are final and binding upon all concerned, and all "or equal" submissions are subject to such approval.

3.4.5 Wherever any material is specified in accordance with Federal Specifications, ASTM Specifications, American National Standards Institute, Inc. Specifications, manufacturer's association's specification standards, or other standards, the Contractor shall present, at the request of the Architect, the manufacturer's specification sheets setting forth the particular standard specification. The cost of providing such supporting test data shall be borne by the Contractor.

3.4.6 Wherever any materials are specified or indicated by reference to trade or brand name, model number, catalog number, manufacturer's name, or similar reference,

without the use of the words "or equal", or similar word, the Contractor obligates himself to submit proposals and accept award of contract based upon the use of such materials. Use of such reference is intended to obtain the materials which the Architect has determined are requisite and necessary for the project. Where two or more materials are indicated or specified, the Contractor has the option of which to use. The right is reserved by the Architect to approve or disapprove proposed deviations of design, function, construction or similar differences which will affect the design intent.

3.4.7 If the Contractor is required to substitute any materials for those specified, due to unavailability, he shall submit such requests to the Architect for approval, in writing, stating the amount of credit or extra cost involved, if any. Such requests for approval shall clearly define and describe materials for which the substitution is being requested, and such requests shall also include all technical data, manufacturer's literature, catalogs, performance data, test data, specifications, drawings, samples and other information reasonably requested by the Architect to describe the item. The Architect's decision shall be final and binding in connection with approval or disapproval of requests for substitutions.

3.4.8 By making requests for substitutions the Contractor:

1. represents that the Contractor has investigated the proposed substitute product and, based upon the information available to the Contractor, determined that it is equal or superior to that specified;
2. represents that the Contractor will provide the same warranty for the substitution that he would for that specified; and
3. will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.
4. represents that Contractor promptly, after signing the Contract or after receiving authority to proceed with that portion of the Work (whichever is later), made commercially reasonable attempts to obtain the product and it is not reasonably available.

### 3.5 WARRANTY

*The following shall be inserted as new Subparagraphs:*

3.5.3 To the extent that any defective or nonconforming Work is repaired or replaced, in any material manner, during a guarantee or warranty period then the guarantee or warranty period covering such repaired or replaced Work shall commence anew from the date such repair or replacement is completed.

3.5.4 If during any guarantee or warranty period Owner shall give the Contractor written notice of any defects or non-conformances hereunder, the Contractor shall



have twenty (20) calendar days in which to cure, or commence to cure and diligently pursue the cure of, the objectionable condition, unless a shorter period is required given the nature of the defect or non-conformance. If Owner is required to incur any expense relating directly or indirectly to nonconformity or defects in the Work because the Contractor has failed to cure the defect as required under this Agreement, all such reasonable expenses shall be the sole obligation of the Contractor and shall be reimbursed to Owner upon demand.

3.5.5 The Contractor shall assign to Owner all of the Contractor's rights under guarantees and warranties obtained from subcontractors or other Persons furnishing labor and materials in performance of the Work.

3.5.6 Prior to receiving Final Payment under this Agreement, the Contractor shall prepare and deliver to Owner a manual containing all of the original certificates, guarantees, warranties and operating and maintenance manuals relating to the Work and/or required under the Contract Documents, except for those certificates, guarantees, warranties, and operating manuals that have previously been delivered to Owner.

### 3.6 TAXES

Add the following new Subparagraphs:

3.6.1 Except as otherwise specified all Federal, State and Local taxes are included in the Contract price.

### 3.7 PERMITS

Add the following 3.7.2.1 and 3.7.2.2 to Subparagraph 3.7.2:

"1 The Contractor shall secure all final and unconditional Certificates of Inspection and of occupancy that may be required and shall furnish them to the Owner before final payment; provided, however, that the requirement for a particular certificate or approval may be waived if the certificate or approval has not been issued through no fault, action or inaction of the Contractor or any subcontractors. The Architect shall be notified of such action."

"2 "Governing Authorities" or "Public Authority" shall include all Federal, State, County, or Municipal government or any bureau of subdivision thereof, to the full extent of the jurisdiction of any of them."

Delete Subparagraph 3.7.4 in its entirety and the following shall be inserted as new Subparagraph 3.7.4:

3.7.4 The Contractor shall perform the Work or cause the Work to be performed in

compliance with all Laws. Except as expressly provided otherwise, the Contractor shall be responsible for remedying any violations of Law with respect to the Work. Defense and/or payment of any remedial action, fines, penalties, interests or other expenses because of a violation of any Laws by the Contractor and/or any subcontractor shall be the responsibility of the Contractor at its own expense and without charge to the Owner except that, to the extent that any of the foregoing are required because of actions of the Owner, they shall be the responsibility of the Owner. For purposes of this Agreement, Law or Laws shall mean each and every law, rule, code, regulation, order or ordinance of any kind whatsoever issued or enacted by a governmental entity, whether federal, state or local, applicable to or affecting, the performance of the Contract Documents, the Work and/or any person engaged in the Work, but not laws relating to the design of the Work. Nothing, herein, shall diminish the Contractor's obligation to review the Contract Documents and notify the Owner in writing of any matters about which the Contractor knows or should have known relating to compliance with any and all Laws. This Section shall survive the termination of this Agreement.

"3.7.6 The Contractor shall issue to Owners of adjacent or nearby property any notices required by law or ordinances.

"3.7.7 Upon completion of the Work, the Contractor shall turn over to the Architect, for review and delivery to the Owner, all sets of drawings which were stamped and approved by the Local Building Department, all permits and certificates issued for the Work."

### 3.8 ALLOWANCES

#### 3.8.2

Line 1, insert "direct actual" between "the" and "cost".

### 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Add the following to Subparagraph 3.10.1:

#### "3.10.1.1

It shall remain the Contractor's responsibility to schedule, coordinate and complete the required Work to satisfy all Contract requirements relative to completion dates."

### 3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

Delete Subparagraph 3.12.8 in its entirety and substitute the following:

#### "3.12.8

The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's review of Shop

Drawings, Product Data or Samples unless the Contractor has specifically informed the Architect in writing (for purposes of this section a writing may be an e-mail) of such deviation at the time of submission and the Architect has given written approval to the specific deviation. As between the Owner and the Contractor, the Architect's review of Shop Drawings, Product Data and Samples shall not relieve the Contractor of responsibility for errors or omissions contained therein, including but not limited to field verification of all dimensions. Nor is the review considered an approval of any changes in Contract scope or an increase in the cost of the Work as Architect's review is solely limited to design intent."

### 3.13 USE OF SITE

Add the following new Subparagraph 3.13.2:

#### "3.13.2

The Contractor shall be responsible for properly laying out the Work and for lines and measurements for the Work executed under the Contract Documents.

- .1 Verify dimensions shown on the Drawings before laying out the Work, and report any observed errors or inaccuracies in writing to the Architect before commencing Work. The Architect, and their representatives, will in no case be responsible for laying out the Work.
- .2 The mechanical and electrical trades shall be responsible for the layout of the ductwork, piping, and conduit, based on the reference lines established by the General Contractor. The General Contractor shall check layout of Subcontractor's work and coordinate work of all trades to eliminate conflicts."

### 3.18 INDEMNIFICATION

Substitute the following for 3.18.1 in the General Conditions

- "3.18.1 To the maximum extent permitted by law, the Contractor hereby assumes the responsibility and liability for any and all damage (direct or consequential) and injury (including death), disease or sickness of any kind or nature whatsoever, caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone employed by them or for whose acts they may be liable, and to all property (other than the Work itself) caused by, resulting from, arising out of, said negligent acts, including loss or occurring in connection with (i) the Work; (ii) the performance or intended performance of the Work; (iii) the performance or failure to perform the Contract; or (iv) any occurrence which happens in or about the area where the Work is being performed by the Contractor, either directly or through a Subcontractor, or while any of Contractor's property, equipment or personnel is in or about such area.

.1 Except to the extent, if any, expressly prohibited by law, should any such damage or injury referred to in Subparagraph 3.18.1 be sustained, suffered, or incurred by Owner, Architect, Owner's Representatives, or Consulting Engineers and assigns, or should any claim for such damage or injury be made or asserted against any of them, the Contractor shall indemnify and hold harmless Owner, Architect and Owner's Representative, or Consulting Engineers, their officers, agents, partners and employees (hereinafter collectively referred to as "Indemnities") of, from and against any and all loss, cost, expense, and liability, including without limitation, reasonable legal fees and disbursements, that Indemnities may directly or indirectly sustain, suffer or incur as a result of such damages, injuries and claims; and the Contractor agrees to assume, on behalf of any and all Indemnities the defense (with counsel chosen by the Contractor's insurer) of any action at law or in equity, or other legal proceeding, which may be brought against any Indemnatee upon or by reason of such damage, injury or claim and to pay on behalf of every Indemnatee, the amount of any judgment, decree award, or order that may be entered against each said Indemnatee in any such action or proceeding.

Add the following new Subparagraphs:

"3.18.3 In any and all claims against Owner, Architect, Consulting Engineers, Owner's Representative or their agents or employees by third parties, the indemnification obligation under this Paragraph 3.18 shall apply and shall not be limited by limitation or amount of or type of damages, compensation, or benefits payable by or for each Contractor or his Subcontractors.

3.18.4 The Contractor shall comply with and cooperate with other Contractors, Owner's Representatives, Architect and/or Owner in complying with Legal Requirements, including but not limited to OSHA requirements. Among other things, any Contractor shall be responsible for performing corrective work within abatement periods, appealing from decisions or orders, requesting extensions on abatement periods, and furnishing such information as evidentiary material as may be necessary or as may be requested by Owner's Representatives to fully protect the rights

and interests of Owner, Architect and Owner's Representatives with respect to possible threatened or pending proceedings or orders.

3.18.5 Without limitation, Contractor shall provide that each Sub-Contractor shall indemnify Owner, Architect, Consulting Engineers, and Owner's Representative pursuant to Paragraph 3.18 hereof."

3.18.6 The Contractor's obligations to indemnify and hold harmless pursuant to this Paragraph 3.18 shall survive the termination of this Agreement, as shall all other obligations to the extent the survival of the termination of this Agreement is specified hereunder or to the extent such obligations can reasonably be fulfilled only after termination of this Agreement.

#### **ARTICLE 4 - ADMINISTRATION OF THE CONTRACT**

##### **4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

Add the following to paragraph 4.2.13:

"and the approval of the Owner"

Add Subparagraph 4.2.15 as follows:

"The Architect, in case of conflict, may interpret or construe the Contract Documents so as to secure in all cases the most substantial and complete performance of the Work as is most consistent with its need and requirements, and in that matter the Architect, acting reasonably, shall be the sole judge."

#### **ARTICLE 5 – SUBCONTRACTORS**

Add the following new Subparagraph:

"5.2.5 The Contractor shall be responsible for the proper and complete execution of all Work and should the Contractor elect to subcontract certain parts of the Work, the Owner and Architect will hold the Contractor responsible for proper and complete execution thereof. If the Contractor elects to enter into Subcontract for any section of the Work, the Contractor shall assume all responsibility for ascertaining that the Subcontractor is thoroughly acquainted with all of the conditions of the Work and that the Subcontractor has included all materials and appurtenances in

connection therewith. It shall also be the responsibility of the Contractor to notify all Subcontractors of all Contract Documents and requirements."

### 5.3 SUBCONTRACTUAL RELATIONS

Add the following to 5.3:

"The forms of all Subcontracts and Sub-subcontracts shall be reviewed by and be subject to the reasonable prior approval of the Owner."

The following shall be inserted as new Subparagraphs 5.3.2, 5.3.3 and 5.3.4:

- 5.3.2 The Contractor shall execute in its name as principal and not as agent for the Owner, a subcontract with each subcontractor. The Owner shall have no liability, contractual or otherwise, to any subcontractor and each subcontract shall so provide; but each subcontract shall name the Owner as intended beneficiary. Each subcontract shall contain a provision whereby the applicable terms and conditions in these Contract Documents are incorporated by reference. The subcontractors' indemnities and insurance or lack thereof shall not relieve the Contractor of any obligations or liability to the Owner under this Agreement or under any provisions of any of the Contract Documents. Nothing in this Agreement shall oblige the Owner to pay or to see to the payment of any sums to any subcontractor. The Contractor shall be fully and solely responsible for assuring that each subcontract complies with the requirements of this Agreement and does not contain any inconsistencies or contradictions.
- 5.3.3 The Contractor shall be fully responsible for the Work, acts and omissions of subcontractors, and of persons either directly or indirectly employed by subcontractors and materialmen. The Contractor shall control and coordinate the Work and actions of subcontractors.
- 5.3.4 Each subcontract shall contain a provision that commencing with the second request for payment thereunder and in connection with each subsequent request for payment, the subcontractor shall furnish to the Contractor waivers or releases of mechanics lien rights for work and materials included in the subcontractor's previous requests for payment for which payment has been made by the Owner.

### 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 Line 1, delete "is assigned", substitute "shall be conditionally assigned".

5.4.1.1

Line 1, delete "is" substitute "shall be".

## **ARTICLE 7 - CHANGES IN THE WORK**

### 7.1 CHANGES

The following shall be inserted as new Subparagraph 7.1.4:

- 7.1.4 The Contractor acknowledges that there may be items of Work which have not been drawn or specified in the Construction Documents, but which are required for the completion or coordination of the approved scope of the Project (consistent with all legal requirements for the construction and operation of the Project) and are reasonably inferable from the Contract Documents. Any such item, when identified as part of the reasonable or necessary development of the approved scope of the Project shall be performed by the Contractor as part of the Work.

## 7.2 CHANGE ORDERS

The following shall be inserted as a new Subparagraph 7.2.2

- 7.2.2 Under no circumstances shall the Contractor be entitled to a Change Order unless the Contractor notifies the Owner and Architect in writing, that the Change Order has been approved in writing by the Owner, which writing may be in the form of an e-mail to an e-mail address supplied by Contractor.

The following shall be inserted as new Subparagraph 7.2.3

- 7.2.3 Approval of shop drawings does not constitute a change order, which shall only be authorized by written authority of Owner's Representative.

## 7.3 CONSTRUCTION CHANGE DIRECTIVES

- 7.3.4 .1, .2, .3, .4, prefix each sub-subparagraph with word "additional".

Add the following:

- "6 Should there be a decrease in costs for any item listed in .1, .2, .3, .4 and .5 above, one hundred (100%) percent of the savings shall be passed on to Owner."

7.3.8 Add the following:

- "1 Notwithstanding anything contained herein to the contrary, unless the Owner and Contractor shall otherwise agree in writing, the Contractor's overhead and profit markup with respect to any Change Order shall be limited to a one (1) time charge of seven and 5/10th (7.5%) percent, whether or not the Work is performed by Contractor's own personnel or by the Contractor's subcontractors."

## 7.4 MINOR CHANGES IN THE WORK

7.4.1 Add the following:

"Minor change orders are a non-appealable issue."

**ARTICLE 8 - TIME**

8.3 DELAYS AND EXTENSIONS OF TIME

Delete Paragraph 8.3 in its entirety and substitute the following:

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 Should any Contractor be obstructed or delayed in the commencement, prosecution or completion of the Work, without fault on its part, by reason of failure to act, direction, order, neglect, delay or default of the Owner, Architect, or any other Contractor employed on the Project, by changes in the Work; fire, lightning, earthquake, enemy action, act of God or similar catastrophe; by Government restrictions with respect to materials or labor; or by an industry wide strike beyond the Contractor's reasonable control, then the Contractor shall be entitled to an extension of time lost by reason of any and all causes aforesaid, but no claim shall be allowed unless a claim in writing therefore is presented to Architect or Owner's Representative with reasonable diligence, but in any event not later than **three (3)** days after the commencement of such claimed delay. No other cause or causes of delays shall give rise to an extension of time to perform the Work. The granting of an extension of time is conditioned upon the Contractor's timely submission of the aforesaid written notice. EXCEPT TO THE EXTENT, IF ANY, EXPRESSLY PROHIBITED BY LAW, THE CONTRACTOR EXPRESSLY AGREES NOT TO MAKE AND HEREBY WAIVES, ANY CLAIM FOR DAMAGES, INCLUDING THOSE RESULTING FROM INCREASED LABOR OR MATERIAL COST, ON ACCOUNT OF ANY DELAY, OBSTRUCTION OR HINDRANCE FOR ANY CAUSE WHATSOEVER, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT ANTICIPATED, INCLUDING BUT NOT LIMITED TO THE AFORE DESCRIBED CAUSES AND AGREES THAT THE SOLE RIGHT AND REMEDY THEREFORE SHALL BE EXTENSION OF TIME, PROVIDED THE REQUISITE CONDITION AS TO WRITTEN CLAIM HAS BEEN MET.

Add the following new Paragraph and Subparagraphs:

"8.4 HOURS OF WORK

8.4.1 Sufficient forces and hours of work shall be provided as may be required to ensure completion of the Work under the conditions hereinafter specified and within the time stated in the Contract Documents. The Contract sum will include cost of all labor including overtime work necessary to complete the Work within the specified time.



## **ARTICLE 9 - PAYMENTS AND COMPLETION**

### **9.3.1 APPLICATIONS FOR PAYMENT**

Line 2 after “architect” add “and Owner’s Representative”

Line 3, delete "if" before “required”, substitute "as".

9.3.3 Lines 4, delete "to the best of the Contractor's knowledge, information and belief".

The following shall be inserted as additional reasons in Subparagraph 9.5.1 for withholding certification:

- .8 The request for payment and/or any documents to be delivered therewith (including without limitation any subcontractor's request for payment) are not complete in all material respects; provided, however, that if the incomplete submittal(s) affect only a portion of the request for payment, then the Certificate of Payment may be withheld only with respect to that portion.
- .9 Any material statement or representation of the Contractor, whether explicit or implicit, in or with respect to any request for payment is or was untrue or incorrect when made, or any documents submitted by the Contractor with respect to the Work or the Project are or were materially untrue or incorrect when made and said untrue or incorrect statements or documents (i) are not corrected by the Contractor; or
- .10 There is any material default by the Contractor under this Agreement.

The following shall be inserted as new Subparagraphs 9.5.5 and 9.5.6:

9.5.5 If the Owner exercises its right under Section 9.5.1 to withhold monies from the Contractor, the Owner shall have the right to apply any withheld amounts in such manner as is reasonably and equitably appropriate to correct the situation giving rise to the withholding of monies, but only after the Contractor has been given at least seven (7) days notice and an opportunity to cure. Such application of withheld monies shall be deemed payment for the amount to the Contractor. After the Owner gives the Contractor notice of its intention to apply withheld monies, then the Contractor shall, within seven (7) days of such notice, specify to the Owner in writing the basis of any objection to such application of withheld monies. The Contractor's failure to timely provide such specific objections shall estop the Contractor from making any claims related directly or indirectly to the Owner's application of the withheld monies in accordance with its notice to the Contractor.

9.5.6 The withholding of monies pursuant to this Paragraph 9.5 shall in no way limit

the Owner's rights or remedies otherwise provided by this Agreement or available to the Owner at law or in equity in connection with any claims underlying the withholding of monies hereunder.

## 9.6 PROGRESS PAYMENTS

Add to Line 1 after the words Contract Documents- “for the work which is the subject to any claim or lien”.

## 9.8 SUBSTANTIAL COMPLETION

Delete 9.8.1 and the following shall be inserted as new Subparagraph 9.8.1:

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof has been substantially completed in accordance with the Contract Documents except for minor adjustments or minor deficiencies which have no material adverse effect upon the operation or occupancy, utilization, function or intrinsic value of the Project, and (ii) a temporary certificate of occupancy, and all other governmental approvals that are required for legal occupancy of the Project have been issued (except that the requirement for a particular governmental approval shall be waived if such governmental approval has not been issued through no fault, action or inaction of Contractor or subcontractors).

9.8.2 Line 2, after “Architect” add “and Owner’s Representative.”

## 9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Add the following:

"Final payment shall not be made by the Owner until such time as each of the following matters has been satisfied:

- .1 The Work shall have been complete and a final and unconditional Certificate of Occupancy or other equivalent approval shall have been issued by all appropriate governmental authorities having or asserting jurisdiction in connection with the Work; provided, however, the requirement for a certificate of occupancy or any particular approval shall be waived if the certificate of occupancy or approval has not been issued through no fault, action or inaction of the Contractor or any subcontractor.
- .2 The Work shall have been approved by the Architect as evidenced by a final Certificate of Completion stating that the improvements have been completed by the Contractor in accordance with the Contract Documents.
- .3 The Owner shall have received final waivers or releases of lien from all lienors and also from all sub-contractors and suppliers giving notice together with a final contractor's affidavit stating that all such lienors, sub-

contractors and suppliers have been paid in full, subject only to any final payments to be made from the Owner's final payment. Any mechanic's lien which shall be of record against the property upon which the Work has been performed, and which relates to the Work which has been paid for by the Owner, shall be bonded off by the Contractor prior to the time of such payment.

.4 The Owner shall have received "as-built" drawings"

#### 9.10.2

The following shall be inserted at the end of Subparagraph 9.10.2:

In addition to the submissions required above, final payment and any remaining retained percentage shall not become due until (1) the final certificate of occupancy has been issued and (2) the final approvals of all other governmental agencies that are required for legal occupancy and operation of the Project have been issued (except that the requirement for a particular governmental approval shall be waived if such governmental approval has not been issued solely due to non-construction related issues and through no fault, action or inaction of Contractor or subcontractors.

9.10.5 Delete this Section in its entirety.

The following shall be inserted as new Subparagraphs 9.10.6 and 9.10.7:

9.10.6 Except as otherwise provided in this Agreement, no payment by the Owner hereunder shall relieve Contractor of any obligations under the Contract Documents, nor shall any such payment constitute an acceptance by the Owner of the quality or timeliness of the Work for which payment is made, or constitute a waiver of any rights hereunder or under any Law.

9.10.7 To the extent permitted by Law, the Contractor shall not file nor permit any subcontractor to file any mechanic's or materialman's lien nor shall the Contractor maintain or permit any subcontractor to maintain any claim against the Owner's real estate or improvements for or on account of any Work done, labor performed or materials furnished under this Agreement; provided same has been paid for by the Owner. If any mechanic's liens or other claims shall be filed or maintained against the Owner's real estate or improvements for or on account of any Work done, labor performed or materials furnished to, and paid for by, the Owner, then it shall be the obligation of the Contractor to immediately make provision satisfactory to the Owner for the satisfaction or discharge of such liens or claims by bond or otherwise and, if requested by the Owner, to commence and to thereafter diligently prosecute appropriate legal proceedings within seven (7) calendar days of receiving notice of such liens or claims. Unless Contractor

provides reasonable proof that such claim(s) have been paid, the Owner shall not be obliged to make any payments to the Contractor until all mechanic's liens or other claims filed or maintained against the Owner's real estate or improvements for or on account of any Work done, labor performed or materials furnished under this Agreement have been satisfied or discharged to the satisfaction of the Owner

## **ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY**

### **10.2 SAFETY OF PERSONS AND PROPERTY**

Add the following new Subparagraphs 10.2.9 through 10.2.15:

**"10.2.9**

The Contractor shall have full charge of the work covered by his Contract until completion and acceptance of all work under his Contract. Only competent, qualified and reliable workers shall be employed."

**"10.2.10**

The parties agree, except for any deliberate acts of the Contractor to look solely to the insurance required pursuant to this Agreement for protection against damage or loss by theft of all Work under his Contract and shall make good all such damages or loss without expense to the Owner."

**"10.2.11**

The Contractor shall be responsible for any damage caused by Contractor's operations to any part of the premises, not necessarily within the confines of Contractor operations under this Contract, and shall correct or restore to pre-existing conditions all such damage without expense to the Owner."

**"10.2.12**

The Contractor shall provide and maintain such temporary work as may be required for the protection of the general public, including temporary guard rails, barricades, in connection with his operations."

**"10.2.13**

The Contractor shall provide and maintain such temporary protection of finished work, including protection for excavation and trenching.

**"10.2.14**

The Contractor shall at all times keep the premises in neat, clean condition so far as its work is concerned and prevent disturbance of areas outside of his operation that are not affected by this Contract."

**"10.2.15**

The Contractor shall indemnify, save harmless, and defend the Owner and Architect from any violations of the Labor Law by the Contractor or any subcontractors."

### 10.3 HAZARDOUS MATERIALS OF SUBSTANCES

10.3.5 Line 1 after the word reimburse add “and indemnify”.

### 10.4 EMERGENCIES

10.6. Delete Subparagraph 10.4 in its entirety and substitute the following:

"10.4 In an emergency affecting life, the Work, the work of other Contractors or the Owner, or Owner's property, each Contractor, without special instructions or authorization from the Owner shall take the action necessary to deal adequately with such emergency. Notice of any such action shall be given by the Contractor to Owner as soon as is practicable."

Add the following new Paragraphs:

#### "10.5 PROTECTION OF PROPERTY

10.5.1 Each Contractor shall continuously protect the Work, other work, and the property of the Owner and others from damage, injury or loss arising in connection with the Work, Owner, and Architect or Owner's Representative shall not be responsible for any loss or damage to the Work, however caused, until after final acceptance thereof by the Owner, nor shall Owner, and Architect or Owner's Representative be responsible for loss of or damage (however caused) to materials, equipment, appliances and other personal property of any Contractor used in the performance of the Work.

### **ARTICLE 11 - INSURANCE AND BONDS**

ADD to the end of 11.1.1

Contractor shall provide Owner with proof of all required insurance by providing Owner with copies of all policies, including appropriate riders listing additional insureds. Certificates of Insurance shall not be acceptable as proof of insurance coverage.

### **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

Add the following new Subparagraphs:

13.1.2 In the event a dispute arises out of this Contract or which in any way affects the rights of any of the parties to it, the Contractor agrees to bring any action, proceeding or other legal process only in the State or Federal court jurisdiction in which the project is located and in no other forum.

### 13.2 SUCCESSORS AND ASSIGNS

Delete 13.2.1 and 13.2.2 and the following shall be inserted as new Subparagraphs 13.2.1

and 13.2.2:

13.2.1 The Contractor shall not assign this Agreement or the performance of any obligations of the Contractor under this Agreement. Any such assignment shall be deemed null and void.

13.2.2 This Agreement or any rights or obligations of the Owner under this Agreement may at any time be assigned or delegated by the Owner upon **five (5)** days written notice to the Contractor.

#### **ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT**

##### **14.1 TERMINATION BY THE CONTRACTOR**

14.1.3 Line 2, substitute "claim" for "recover".

14.1.4 Last Line, substitute "claim" for "recover".

##### **14.2 TERMINATION BY THE OWNER FOR CAUSE**

Add the following new paragraph:

"14.2.5

Notwithstanding anything to the contrary herein contained, Owner shall have the right to terminate the Contract and cause the Work to be completed and to charge the cost thereof to Contractor if Contractor, after commencing the Work stops performance of the Work for a period of ten (10) consecutive days."

#### **ARTICLE 15:**

##### **15.3 MEDIATION**

All references to binding dispute resolution shall be deleted and all disputes that cannot be resolved by mediation shall be governed by the terms of Article 15.4.1 below.

##### **15.4 ARBITRATION**

Delete ARBITRATION in its entirety, and any other references to arbitration wherever they might appear within the Contract Documents. Arbitration shall not be a part of this Contract.

Add the following new paragraph

#### 15.4 DISPUTE RESOLUTION

- 4.1 This Agreement shall ultimately be governed under the laws of the State of New York. The parties further agree that the Supreme Court of the State of New York, held in and for the County of Westchester shall be the forum to resolve disputes arising out of either this Agreement or Work performed according thereto. The parties agree to the jurisdiction of said court and waive all other venue or forum selections. The parties may agree between themselves on alternative forums for the resolution of claims and disputes.

#### NOTE (REV. 9-25-19):

- A. The "Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum" AIA Document A-101, 2017 Edition and "Insurance and Bonds", AIA Document A-101, 2017 Exhibit A Edition of The American Institute of Architects, also referred to in the Contract Documents as the General Conditions shall apply to all work under the Contract.

#### **ARTICLE 4 – CONTRACT SUM**

Add the following new paragraph:

- 4.5 Liquidated damages:  
The Contractor hereby agrees to commence work under this contract immediately after notification to proceed is given by owner and hereby agrees to complete the entire project by xxx,xx,xxxx. The Contractor agrees to pay, as liquidated damages, the sum of \$200.00 for each and every calendar day thereafter that he shall be in default in completing the work.

**END OF SUPPLEMENTARY GENERAL CONDITIONS**

# Restoration of Superintendent's Cottage, Dale Cemetery

Cover Page

## APPENDIX F

AIA Document A101-2017:

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a Stipulated Sum

(8 pages)

## APPENDIX G

AIA Document A101-2017 Exhibit A:

Insurance and Bonds

(7 pages)

## APPENDIX H

AIA Document A201-2017:

General Conditions of the Contract for Construction

(38 pages)