INVITATION FOR BIDS (IFB) #1954 SOLICITED BY THE

NEW YORK STATE OFFICE OF GENERAL SERVICES

For

Furnishing and Installing Solar Shades

at the

Adam Clayton Powell Jr. State Office Building

Issue Date: March 15, 2016
Bid Due Date: April 27, 2016 @ 2:00 pm

Designated Contact:

Lee Amado

Voice: 518-474-5981

Fax: 518-486-3651

E-mail: Lee.Amado@ogs.ny.gov

Alternate Contact:

Erin L. Datri

Same

Same

E-mail: Erin.Datri@ogs.ny.gov

Alternate Contact:

Bill Macey

Same

Same

E-Mail: William.Macey@ogs.ny.gov

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1. Introduction

1.1 Overview

In 2014, the Adam Clayton Powell, Jr. State Office Building was refurbished with new double paned windows. This procurement is for the purchase of solar shades for the new windows.

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Lee Amado, Contract Management Specialist 1, NYS Office of General Services, Division of Financial Administration has been designated as the PRIMARY contact for this procurement solicitation and may be reached by email, voice or fax for all inquiries regarding this solicitation.

Lee Amado, Contract Management Specialist 1
NYS Office of General Services
Financial Administration – Contract Unit
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Voice: 1-518-474-5981
Email: Lee.Amado@ogs.ny.gov

In the event the designated contact is not available, the alternate designated contacts are:

Erin L. Datri, Contract Management Specialist 2
NYS Office of General Services
Financial Administration – Contract Unit
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Voice: 1-518-474-5981
Email: Erin.Datri@ogs.ny.gov

William Macey, Contract Management Specialist 3
NYS Office of General Services
Financial Administration – Contract Unit
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Voice: 1-518-474-5981
Email: William.Macey@ogs.ny.gov

For inquires related specifically to Minority Women-Owned Business Enterprises (MWBE) provisions of this procurement solicitation, the designated contact is:

Anuola Surgick, Compliance Specialist 1
New York State Office of General Services
MWBE and Community Relations
Empire State Plaza, Corning Tower
Albany, New York 12242
Voice: 1-518-486-6866
Fax: 1-518-486-9285
Email: anuola.surgick@ogs.ny.gov

1.3 Key Events

The Table below outlines the schedule for important action dates.

OGS Issues Invitation For Bid (IFB)	March 15, 2016
Mandatory Site Visit	April 6, 2016 @ 10:00 am
Deadline for Submission of Bidder Questions	April 13, 2016
OGS Issues Responses to Written Questions (estimated)	April 20, 2016
Bid Due Date/ Bid Opening Date	April 27, 2016 @ 2:00 pm
Contract Start Date	Upon OSC approval
Contract Performance Start Date	Should begin within 45 days from OSC approval

1.4 Minimum Bidder Qualifications

Bidders are advised that the State's intent is to ensure that only responsive, responsible, qualified and reliable contractors enter into a contract to perform the work as defined in this document.

The State considers the following qualification to be a pre-requisite in order to be considered as qualified bidder for purposes of the solicitation.

The following minimum requirement **must** be met by each bidder:

- Bidders must have completed a project in furnishing and installing at least 500 solar shades for a commercial or government building. In the event that a Bidder fails to meet this minimum requirement, its Bid Proposal will be rejected as non-responsive and deemed ineligible for contract evaluation and award.

1.5 Mandatory Site Visit

Bidders intending to submit a bid must attend a mandatory site visit which will include a tour of the premises to be held on the date and time listed above under Key Event Dates (section 1.3). This is the only date and time available for inspection. Alternate dates for additional site inspections will not be available. Attendees will be required to sign in and provide basic company and contact information. This information will be used to verify attendance and to communicate any changes to the solicitation (addenda). Therefore it is imperative that the provided information be legible and accurate. Failure to attend the mandatory site visit will result in rejection of the bid. The facilitator of the event will publicly announce the official start time of the pre-bid site visit, which announcement shall be made no sooner than the time stated in Section (1.3). Prospective bidders arriving after the official start time of the site visit will be precluded from attending the site visit and therefore unable to submit a responsive bid.

The site visit will be held at the Adam Clayton Powell, Jr. State Office Building located at 163 West 125th Street in New York, New York. Due to security procedures, all Offerors shall pre-register with Lee Amado by email at Lee.Amado@ogs.ny.gov at least 48 hours in advance.

Upon registration, the proposer will be given the meeting location details. It is recommended that attendees arrive at the at least thirty minutes prior to scheduled time with photo identification.

In accordance with State Finance Law §139-j(3)(a)(3), this mandatory site visit is covered by the permissible subject matter authorization. A vendor is authorized to speak with representatives other than Designated Contact(s) for the sole purpose of the site visit (to arrange attendance, during the conduct of the visit and to pose questions regarding the site).

EACH BIDDER IS REQUIRED TO PERSONALLY VISIT THE SITES TO; EXAMINE THE FACILITIES, EXAMINE ANY RELATED DOCUMENTS AND SITE CONDITIONS, DETERMINE THE CONDITION OF THE GROUNDS, AND TO ASSESS THE OVERALL SCOPE OF WORK PRIOR TO SUBMITTING THEIR BID. ATTENDANCE AT THE MANDATORY SITE VISIT IS REQUIRED IN ORDER TO BID. BIDDERS ARE REQUESTED TO CONTACT THE FACILITY MANAGER AT APPROPRIATE NUMBER LISTED BELOW AT LEAST 24 HOURS PRIOR TO THE SITE VISIT TO REGISTER.

This Site Visit is mandatory and waivers of this requirement will not be considered. A Facility Site Visit Verification Form – Attachment 2, must be completed, signed by the Facility Manager or his/her representative, and submitted with the complete bid package. Failure to comply with this requirement will be grounds for the Commissioner of Office of General Services or a designated representative to disqualify the bid. Bidders attending the Mandatory site visit are not required to submit a bid.

The site visit will provide an opportunity for Bidders to see first-hand the existing solar shades, take appropriate measurements, determine the best color match as well as see the layout of the building. Questions during the site visit will be permitted. It is suggested that the Bidder note the question and ask at the end of the tour.

Verbal answers are not official answers. All questions asked at the conference or after the tour must be submitted via email to the designated contact for this solicitation no later than the date and time indicated in Section (1.3) Key Events. Official answers to all questions will be distributed in the form of an addendum via email to all attendees of the mandatory site visit. Only answers provided by addendum are considered official.

NOTE: If there are any questions Bidders would like addressed at the site visit, Bidders should submit them in writing as instructed in Section (2.1) – IFB Questions and Clarifications, to the designated contact prior to the date of the site visit. Questions during the site visit will be permitted, however, only questions submitted in writing and answered via addendum will be considered official.

2. Bid Submission

2.1 IFB Questions and Clarifications

Questions and requests for clarification regarding this IFB shall only be directed to:

Lee Amado, Contract Management Specialist 1
NYS Office of General Services
Financial Administration – Contract Unit
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Voice: 1-518-474-5981
Email: Lee.Amado@ogs.ny.gov

Questions and requests for clarification are only accepted via e-mail or in writing. Official answers to questions will be provided via addendum. Bid addenda will be provided via e-mail to all bidders who attend the mandatory site visit.

Deadline for submission of questions will be as stated in Section 1.3 - Key Events. Any questions received after the due date and time in Section 1.3 - Key Events will not be addressed.

2.2 Bid Format and Content

In order for the State to evaluate bids fairly and completely, bidders must follow the format set forth herein and must provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.

Note: OGS reserves the right to request any additional information deemed necessary to ensure that the bidder is able to fulfill the requirements of the contract.

1. Cover Letter: The cover letter must confirm that the bidder understands all the terms and conditions contained in this IFB and will comply with all the provisions of this IFB. Further, that should the contract be awarded to your company, you would be prepared to begin services on the date indicated in Section 1.3– Key Events. The cover letter must also include the full contact information of the Bidders Representative that OGS shall contact regarding the bid. A bidder representative authorized to make contractual obligations must sign the cover letter.

2. Minimum Qualifications: Bidders must submit sufficient information to prove their ability to meet the minimum qualifications as set forth in Section 1.4 including name of their qualifying project and a contact name, phone number, and address for that particular project.

3. Experience & Operational Plan: Bidders must describe their capabilities to provide the services required in this IFB by providing the following:

    - A description of Bidder's experience with installing Solar Shades in a commercial or government building.
    - Staffing plan, including the use of any subcontractors.

4. Pricing: Bidders shall submit a completed Bid Proposal Form (Attachment 1). Each item must be complete with no lines omitted. Bidder shall not provide alternative pricing or deviate from

the Cost Proposal Form. Alternative pricing methodologies will not be considered and may result in the rejection of the bid.

5. Administrative Submission:

- All other required completed forms from IFB Appendix B.
- Facility Site Visit Verification Form (Attachment 2)
- Bid Opening Checklist (Attachment 3)
- Signed bid addenda (if any)
- Important Notes:
  - Insurance – Proposers are reminded of the insurance requirements as described in Section 5.3. The selected Proposer will be required to provide all necessary documentation upon notification of selection.
  - M/WBE & EEO Requirements- Proposers are reminded of the requirements as described in Section 5.5.
  - Vendor Responsibility - Proposers are reminded of the requirement as described in Section 5.14, and are requested to complete the online questionnaire located on the OSC VendRep System website prior to bid submission. If the vendor has previously certified responsibility online, it shall ensure that the VRQ was recertified in the last 6 months.
  - Document Consistency - An award will only be made to the entity which has submitted bid. All submitted documents must be consistent with official name of bidding entity, FEIN and NYS Vendor ID number.
  - A Proposer shall be registered with the NYS Department of State as an entity authorized to conduct business in New York State either at the time the proposal is submitted or within thirty calendar days of being advised of tentative award. Failure to complete the registration process and be approved by the New York State Department of State within that thirty day time period may result in a rejection of the proposal.

2.3 Bid Preparation

All bids must be completed in ink or machine produced. Bids submitted handwritten in pencil will be disqualified.

2.4 Packaging of IFB Response

Please submit:

- Four originals, and one exact copy of:
  - Bid Proposal Form (Attachment 1)
  - Administrative Submission
  - Signed addenda (if applicable)
- One original and four copies of:
  - Cover Letter
  - Minimum Qualifications information
  - Experience and Operational Plan

- Facility Site Visit Verification Form (Attachment 2)

The bid documents must be submitted by mail, hand delivery, overnight carrier or certified mail in a package showing the following information on the outside:

- Bidder's Complete Name and Address
- Solicitation Number: IFB #1954
- Bid Due Date and Time: Same as indicated in Section 1.3 - Key Events
- Bid for: Furnish and Install Solar Shades at the Adam Clayton Powell, Jr. State Office Building

Failure to complete all information on the bid envelope and / or packages may necessitate the premature opening of the bid and may compromise confidentiality.

2.5 Instructions for Bid Submission

Note: These instructions supersede the generic instructions posted on the OGS website bid calendar.

Only those Bidders who furnish all required information and meet the mandatory requirements will be considered. Submit all required bid documents including signed bid addenda if any, to the NYS Office of General Services - Division of Financial Administration at the following address:

NYS Office of General Services
Division of Financial Administration – Contract Unit
32nd Floor, Corning Tower, Empire State Plaza
Albany, NY 12242

Attn: Lee Amado
IFB #1954

E-MAIL OR FAX BID SUBMISSIONS ARE NOT ACCEPTABLE AND WILL NOT BE CONSIDERED.

The State of New York will not be held liable for any cost incurred by the Bidder for work performed in the preparation and production of a bid or for any work performed prior to the formal execution and approval of a contract.

Bids must be received in the above office on or before 2:00 PM on the date indicated in Section 1.3 - Key Events. Bidders assume all risks for timely, properly submitted deliveries.

The received time of bids will be determined by the clock at the above noted location.

NO CONSIDERATION WILL BE GIVEN TO BIDS RECEIVED AFTER THE STATED DATE AND TIME.

Bidders mailing their bid must allow sufficient mail delivery time to ensure receipt of their bid at the specified location no later than the specified date and time. Delays in United States mail

deliveries or any other means of transmittal, including couriers or agents of the bidding entity shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather, or security procedures for parking and building admittance shall not excuse late Bid submissions. Bidders are cautioned that receipt of bids in the NYS OGS Mailroom is NOT sufficient, and that at least historically, one overnight carrier has been known to deliver its packages to the OGS Mailroom. NYS OGS cannot be responsible for the actions of your chosen carrier.

Bids must remain open and valid for 120 days from the due date, unless the time for awarding the contract is extended by mutual consent of NYS OGS and the Bidder. A bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120 day period until either tentative award of the contract(s) by issuing Office is made or withdrawal of the bid in writing by Bidder. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing Office to the successful Bidder. This IFB remains the property of the State at all times, and all responses to this IFB, once delivered, become the property of the State.

Important Building Access Procedures for Delivered Bids:

Building Access procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering bids. Vendors are encouraged to pre-register by contacting the OGS Finance Office at 518-474-5981 at least 48 hours prior to the bid opening. Pre-registered visitors are to report to the visitor desk located at the Concourse level of the Corning Tower. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

Upon arrival at the visitor desk, visitors that have not pre-registered will be directed to a designated phone to call the OGS Finance Office. The Finance Office will then enter the visitor's information into the building access system. Access will not be allowed until the system has been updated. Visitors are encouraged to pre-register to ensure timely access to the building. Vendors who intend to deliver bids or conduct business with NYS OGS should allow extra time to comply with these procedures. These procedures may change or be modified at any time.

Visitor parking information can be viewed at the following OGS web site:
http://www.ogs.ny.gov/BU/BA/Parking/Visitor

2.6 Examination of Existing Building and Contract Documents

Each Contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.

Each Contractor shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the Commissioner of the Office of General Services or a designated representative as an excuse for any failure or omission on the part of the Contractor to fulfill every detail of all the requirements of the documents governing the work. Contractor, if awarded contract, will not be allowed any extra

compensation by reason of any matter or thing concerning which such contractor might have fully informed itself prior to bidding.

Any Contractor in doubt as to the true meaning of any part of this Invitation for Bid or the proposed contract documents shall submit to Lee Amado, Contract Management Specialist 1, NYS Office of General Services, Financial Administration – Contract Unit, 32nd Floor, Corning Tower, Empire State Plaza, Albany, New York 12242, a written request for an interpretation thereof. If a major change is involved on which all bidders must be informed, such request for interpretation shall be delivered, in writing, via e-mail by the closing date for inquiries. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be mailed or delivered to each potential Bidder.

Any addendum issued during the bidding process shall be included in bids and in closing a contract will become a part thereof.

Any verbal information obtained from or statements made by representatives of the Commissioner of General Services at the time of examination of the documents or site shall not be construed as in any way amending Contract Documents. Only such corrections or addenda as are issued in writing to all bidders shall become a part of the contract. The Commissioner of General Services will not be responsible for verbal instructions.

3. Administrative Information

3.1 Issuing Office

This IFB is being released by the New York State Office of General Services Division of Financial Administration on behalf of the OGS Real Property Management Group.

3.2 Method of Award

OGS intends to award one contract to the lowest responsive and responsible bidder. The lowest bidder shall be determined by the Grand Total Bid as represented on Attachment 1 – Bid Proposal Form.

Upon determination of the lowest responsive and responsible bid, a contract will be sent to the successful bidder for signature and shall be returned to the Issuing Office for all necessary State approvals. Upon final approval, a completely executed contract will be delivered to the Contractor.

The Grand Total bid amount of the successful bidder shall be used to establish the total contract value. The established total contract value shall not be exceeded.

3.3 Price

Price shall be represented as a per window price that includes product and installation.

The prices bid shall be inclusive of all costs including travel, licenses, insurance, administrative, profit and other ancillary costs. Bidders must submit pricing using Attachment 1 - Bid Proposal Form. Any alterations, qualifiers, etc. of the form will result in rejection.

The Contractor agrees that from the effective date of the contract until contract termination, the rates charged by the Contractor and paid for by NYS OGS will be equal to or lower than any rates provided by the Contractor to other customer for like services.

3.4 Term of Contract

This contract will commence following approval of the NYS Office of the State Comptroller and is not to exceed a term of one year. The State of New York expects the Contractor to complete the work within eight (8) months, and installation of the shades should begin within 45 days of the start of the contract.

The State of New York retains the right to cancel this contract for convenience, provided that the Contractor is given at least thirty (30) days written notice of NYS OGS' intent to cancel. Any cancellation by NYS OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this IFB and no liability shall be incurred by or arise against NYS OGS, its agents and employees therefore for lost profits or any other damages resulting there from. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. See Section 5.13 - Termination.

3.5 Method of Payment

For the purposes of this contract, the Contractor will submit a company invoice at the end of each month for services completed during the month. Services permissible to be billed are the fully installed shades, not shades that have been ordered but have yet to be installed. This invoice must contain the Contract ID number (i.e.: OGS01-C00XXXX-1140000) and, either in its body or as an attachment, a detailed itemized description of services provided during that month. Invoices for payment shall be submitted at the end of each month.

Invoices shall be submitted to the NYS OGS Business Services Center - Accounts Payable Unit to either address shown below. Invoices will be processed in accordance with established procedures of the Office of General Services and the Office of the State Comptroller (OSC) and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Invoices without the above stated information will be returned to Contractor to be completed as required above. Payment will not be issued and will not be due and owing until a corrected invoice is received and approved by OGS.

All invoices or vouchers must be submitted for payment to either:

BSC / ACCOUNTS PAYABLE -or accountspayable@ogs.ny.gov
OFFICE OF GENERAL SERVICES
P. O. BOX 2117, EMPIRE STATE PLAZA STATION
ALBANY, NEW YORK 12220-0117

Also, a copy of the invoice and reports must be forwarded to the Facility Manager.

3.6 Electronic Payment

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptrollers website at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us, or by phone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Please note that in conjunction with New York State's implementation of a new Statewide financial system, the Office of the State Comptroller requires all vendors doing business with New York State agencies to complete a substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment

are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

3.7 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

3.8 Exceptions and Extraneous Terms

The Issuing Office will consider all requests to waive any solicitation requirement. The Term "solicitation requirement" as used herein shall include any and all terms and conditions included in the solicitation documents. Bidders should be aware that failure to obtain a waiver of any proposal requirement in advance of bid submission, and/or inclusion of extraneous terms in the form of exceptions, assumptions, qualifiers, ranges, modifications, etc. with bid submission, may result in rejection of Bidder's proposal and disqualification from the bidding process.

Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the 'Questions Due Date' as identified in Key Events (Section 1.3). The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the 'Answers to Questions' as identified in Key Events (if the response results in a change to the IFB), or directly to the requesting vendor.

3.9 Dispute Resolution

It is the policy of the Office of General Services' Financial Administration to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to proposal solicitations, contract awards, and contract administration. OGS Financial Administration encourages vendors to seek resolution of disputes informally, through consultation with OGS Financial Administration staff, prior to commencing a formal dispute process. All such matters will be accorded full, impartial and timely consideration. A copy of the OGS Financial Administration Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified in the solicitation.

3.10 Prime Contractor Responsibilities

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the IFB, and the contract resulting from the IFB. No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this IFB or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or subcontractor(s) who carry out any of the provisions of any contract resulting from this IFB.

3.11 Inspection of Books

It is expressly understood and agreed that the Office of General Services and the New York State Comptroller shall have the right to inspect and audit the Contractor's records covered under this Agreement, in accordance with his statutory responsibility to examine the books and accounts of every Agency. The New York State Comptroller requires, and the Contractor agrees to, the retention of all material that is pertinent to an audit of the operations under any contract resulting from this IFB for a full six-year period.

3.12 Glossary of Terms

"Issuing Office" shall mean the Office of General Services Division of Financial Administration.

"Contractor" / **"Vendor"** shall mean a successful company awarded a contract pursuant to this IFB.

"Invitation for Bid" or **"IFB"** shall mean this document.

The **"State"** shall mean The People of the State of New York, which shall also mean the New York State Office of General Services.

"Commissioner" shall mean the Commissioner of General Services or duly authorized representative.

"Offeror" or **"Bidder"** shall mean any person, partnership, firm, corporation or other authorized entity submitting a bid to the State pursuant to this IFB.

"OGS" shall mean the New York State Office of General Services.

"OSC" shall mean the New York State Office of the State Comptroller.

"Manual" shall mean a non-motorized clutch control system.

3.13 Rules of Construction

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this IFB refer to this IFB.

4. Scope of Work

4.1 Scope of Work

The Contractor shall be required to purchase and install solar shades for the Adam Clayton Powell, Jr. State Office Building.

4.2 Project Requirements

The Contractor will furnish and install a total of 896 solar shades. The shades should match a small number of recently purchased existing shades that are beige/off white in color. A sample of the fabric and color must be provided with the bid submission to be approved by the Facility Manager. The fabric must be made of an industry standard material for solar shades, such as PVC or vinyl coated fibers, at a woven density of 3% openness.

Approximate Size of Windows	**Number of Windows**	**Color**
54 1/2" wide by 109 5/8" tall	450	Beige/Off White
54" wide by 109 5/8" tall	223	Beige/Off White
49 5/8" wide by 109 5/8" tall	128	Beige/Off White
53" wide by 109 5/8" tall	32	Beige/Off White
48 1/2" wide by 109 5/8" tall	32	Beige/Off White
38 1/2" wide by 109 5/8" tall	31	Beige/Off White
Total Number of Windows	896	

The solar shades when installed will be attached to the metal flashing in front of the windows using brackets to be drilled into flashing supporting shades. Only manual clutch systems with a chain control will be accepted. Motorized systems are not required for this project.

Bidders will be responsible to verify the measurements during the mandatory site visit and to verify the amount of each size solar shades needed

All of the shades ordered and installed by the Contractor will need to be the **exact** same product/make/model and color throughout the entire building. No product substitutions will be allowed once the contract has been awarded. Installation of the shades should start within 45 days of the contract start date.

4.3 Contractor Service Requirements

1) The work will be performed once at the Adam Clayton Powell, Jr. State Office Building, and in such a manner as to interfere as little as possible with the functioning of State business and with the safety and convenience of its personnel and the general public.

2) The Contractor shall provide all necessary labor, equipment and additional materials for the capability of installing the window shades. Installation will take place during normal business operating hours, which are Monday through Friday between the hours of 9am to 5pm.

3) Upon completion of the installation process, a representative from the Building Manager's Office will determine if any areas need to be redone.

4) The Contractor will work with the Building Manager to determine which floors/areas require priority over others.

5) **Protection**:

   a. The Contractor will use every precaution to prevent injury to the building, windows, pipes, poles, and all other structures that are adjoining or included in the area of work, and will repair or replace at its own expense any State owned property damaged or destroyed by its forces.

   b. Place out Safety Cones/Caution Tape, etc. to keep pedestrians from entering the work area.

6) Upon completion of their work each day and also when directed, the contractor will remove from the premises all debris and rubbish caused by them. All tools, appliances, materials, and equipment belonging to the Contractor will be removed from the premises upon completion of their work each day. After completion, the Contractor must ensure that the area is as clean as it was prior to installation of the shades.

7) The Contractor shall be responsible for their personal tools. For this purpose, we will grant daily parking to a maximum of three vehicles with **a total height of under 9' (including roof racks, etc.)** where tools can be transported and stored until used.

4.4 Staffing Expectations

The Office of General Services expects that all services will be conducted diligently and effectively under the oversight of OGS staff. Further, it is expected that:

- All Contractor's staff shall conduct themselves in a professional manner with OGS staff and with the general public.
- All Contractor's staff shall comply with all rules and requirements of this contract, including the drug and alcohol policies (Refer to Section 5.7 – General Requirements).

4.5 Warranties

Contractor hereby warrants and represents that all shades specified and furnished by or through Contractor shall individually be guaranteed against parts failure or malfunction due to design, construction or installation errors, defective workmanship, and missing or incorrect parts for the manufacturer's warranty period or for a minimum of one year from the date of acceptance, whichever is longer. During the warranty period, defects in the materials or workmanship of

deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to OGS.

Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.

Warranties shall be honored by all the manufacturer's dealers in New York State.

The warranty period for all coverage shall begin on the date the entire project is completed and all shades have been accepted.

Where shade(s) that develop chronic failures during the warranty period, the Contractor shall extend the warranty period for an equal period of time following correction of such failures, as indicated in the original warranty.

4.6 Prevailing Wage Rate Advisory Notice

DOL Article 8 - Prevailing Rate Case Number PRC# 2016001337 has been assigned to the project.

To view the PDF file of your wage schedule, Article 8, click on
http://wpp.labor.state.ny.us/wpp/publicViewProject.do?method=showIt&id=1256919

The NYS Department of Labor has determined that the prevailing wage title applicable to this contract is for Carpenter.

Contractors are reminded that the payment of prevailing wages and supplements is a requirement of ALL contracts for public works. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts. NOTE: ALL PUBLIC WORKS CONTRACTS, REGARDLESS OF DOLLAR VALUE, REQUIRE THE PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS.

Contractors are required to supply each of their subcontractors with copies of the prevailing rate schedule and to obtain an affidavit acknowledging receipt and agreeing to pay required wages before entering into a subcontract. Contractors are responsible for assuring that their subcontractors pay prevailing wages and supplements. NOTE: CONTRACTORS ARE FURTHER REQUIRED TO POST THE PREVAILING WAGE RATES AT THE WORK SITE ON BULLETIN BOARDS PROVIDED BY THE FACILITY MANAGER AND INFORM EMPLOYEES OF THE POSTING. FACILITY MANAGERS WILL ENFORCE THIS PROVISION.

Contractors are advised that the Office of General Services may make random inquiries of employees of both prime and subcontractors as to the rate of wages being paid and may request certified copies of one or more weekly payrolls of a contractor or any subcontractor to verify proper payment of wages.

Any discrepancy found in information supplied will be reported to the Department of Labor for investigation.

5. Contract Clauses and Requirements

5.1 Appendix A / Order of Precedence

Appendix A— Standard Clauses for New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix A (dated January 2014)
2. Contract Service Agreement
3. OGS Invitation For Bid Number 1954 including any Addenda
4. Selected Contractor's Bid

5.2 Procurement Lobbying Requirement

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Offerer/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.asp

5.3 Contractor Insurance Requirements

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The People of the State of New York, Office of General Services (hereinafter referred to as "OGS"), Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements contained in this Section. Such Certificates shall be of a form and substance acceptable to OGS.

Certificate acceptance and/or approval by OGS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State and acceptable to OGS; shall be primary and non-contributing to any insurance or self-insurance

maintained by OGS; shall be endorsed to provide written notice be given to OGS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to Office of General Services, Purchasing Unit, Corning Tower, 32nd Floor, Empire State Plaza, Albany, New York 12242 and shall name The People of the State of New York, its officers, agents, and employees as additional insureds there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 10 11 85**). The additional insured requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by OGS. Such approval shall not be unreasonably withheld.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to OGS and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply to OGS updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

a) Commercial General Liability Insurance with a limit of **not less than $2,000,000 each occurrence**. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

    1. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.

b) Comprehensive Business Automobile Liability Insurance with a limit of **not less than $1,000,000 each accident**. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

c) Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against OGS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against OGS or (ii) any other form of permission for the release of OGS.

d) WORKERS' COMPENSATION / DISABILITY INSURANCE:

Prior to any contract resulting from this IFB becoming effective, Contractor must submit proof that they have the workers' compensation and disability benefits coverage required by the New York State Workers' Compensation Law, or proof that they are legally exempt from obtaining such coverage. Proof of compliance must be demonstrated in accordance with the requirements set forth by the New York State Workers' Compensation Board (An instruction manual clarifying the Workers' Compensation Law requirements is available to download at the Workers' Compensation Board's website, www.wcb.ny.gov. Once you are on the website, click on *Employers/Businesses,* then *Business Permits/Licenses/Contracts*; from there, click on *Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts*.) Contractor shall notify the Office of General Services, Financial Administration Contracts Unit, at least thirty (30) days prior to material change or cancellation of such coverage.

If employees will be working on, near or over navigable waters, US Longshore and Harbor Workers Compensation Act endorsement must be included.

All forms must name the Office of General Services – Financial Administration, 32nd Floor, Mayor Erastus Corning 2nd Tower, Empire State Plaza, Albany, NY 12242, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of OGS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to OGS. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for OGS' immediate termination of any contract resulting from this IFB, subject only to a five (5) business day cure period. Any termination by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

5.4 Tax and Finance Clause

TAX LAW § 5-A:

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than $100,000

to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this IFB. Form ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s) a new Form ST-220-TD must be filed with DTF.

Form ST-220-CA must be filed with the bid and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a Bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Vendors may call DTF at **1-800-698--2909** for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: https://www.tax.ny.gov

5.5 M/WBE and EEO Requirements

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

I. Policy Statement

The New York State Office of General Services ("OGS"), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority- and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority- and women-owned business enterprises had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority- and Women-Owned Business Enterprises: Evidence from New York" (the "Disparity Study"). The Disparity Study found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in State procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in State procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the Statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establish goals for maximum feasible participation of New York State certified minority- and women-owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

II. General Provisions

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

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

C. The Contractor further agrees to be bound by the provisions of Article 15-A and the MWBE Regulations. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

D. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section and/or enforcement proceedings as allowed by the Contract.

III. Equal Employment Opportunity (EEO)

A. Contractor shall comply with the provisions of Article 15-A set forth below. These provisions apply to all Contractors, and any subcontractors, awarded a subcontract over

$25,000, for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy.

B. Form EEO 100 - Staffing Plan.

To ensure compliance with this section, the Contractor agrees to submit or has submitted with the Bid a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

C. Form EEO 101 - Workforce Employment Utilization Report ("Workforce Report")

1. If Contractor's Form EEO 100- Staffing Plan provides that Contractor is able to report the actual workforce utilized in the performance of this Contract, the following clause shall apply: Contractor agrees it will, upon request, submit to OGS, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.

2. If Contractor's EEO Form 100 - Staffing Plan provides that Contractor is unable to separate out the actual workforce utilized in the performance of the Contract from its total workforce, the following clause shall apply: Contractor and OGS agree that Contractor is unable to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce and that the information provided on the previously submitted Staffing Plan is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

D. Contractor shall comply with the provisions of the Human Rights Law, all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic

violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. Contract Goals

A. OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under the Contract.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528. The MWBE Regulations are located at 5 NYCRR § 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women Owned Businesses and Community Relations. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

V. MWBE Utilization Plan

A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.

B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, the estimated or, if known, actual dollar amounts to be paid to a MWBE, and performance dates of each component of the Contract that the Bidder intends to be performed by a MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.

C. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within twenty (20) days of receipt.

D. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

E. OGS may disqualify a Bidder's bid/proposal as being non-responsive under the following circumstances:

(a) If a Bidder fails to submit a MWBE Utilization Plan;

(b) If a Bidder fails to submit a written remedy to a notice of deficiency;

(c) If a Bidder fails to submit a request for waiver; or

(d) If OGS determines that the Bidder has failed to document good faith efforts.

F. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.

G. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. Request for Waiver

A. **Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts of the <u>OGS Office of Minority- and Women-Owned Businesses and Community Relations for guidance.</u>**

B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

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

D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

VII. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers and copies of such solicitations and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

VIII. Monthly MWBE Contractor Compliance Report

A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at https://ny.newnycontracts.com/. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.

B. When a Contractor receives a payment from a State agency, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification

("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.

C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: **"Introduction to the System for Vendors"** and "**Contract Compliance Reporting - Vendor Training"** to become familiar with the NYSCS. To view the training schedule and to register visit: https://ny.newnycontracts.com/events.asp

D. As soon as possible after the Contract is approved, Contractor should visit https://ny.newnycontracts.com and click on **"Account Lookup"** to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing **"Change Info."** It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through **"Request New User."** When identifying the person responsible, please add **"- MWBE Contact"** after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for "Contact Us & Support" then "Technical Support" on the NYSCS website.

   If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS MWBE Office, 29th floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.

E. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in clause IX below.

IX. Breach of Contract and Liquidated Damages

A. In accordance with Executive Law Section 316-a and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to OGS for liquidated or other appropriate damages, as set forth herein.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual

   MWBE goals; and

2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. If, after Contractor has been afforded due process to respond to the allegation that it willfully or intentionally failed to comply with the MWBE participation goals, OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by the OGS, Contractor shall pay such liquidated damages to the OGS within sixty (60) days after such determination unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law, in which event the liquidated damages shall be payable if the Director renders a decision in favor of the OGS.

ALL FORMS ARE AVAILABLE AT: http://www.ogs.ny.gov/MWBE/Forms.asp

5.6 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's bid contains any such trade secrets or other confidential or proprietary information, **you must submit a request to except such information from disclosure.** Such request must be in writing, must state the reasons why the information should be excepted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

5.7 General Requirements

- The Bidder agrees to adhere to all State and Federal laws and regulations in connection with the contract.
- The Bidder agrees to notify the Office of General Services of any changes in the legal status or principal ownership of the firm, forty five (45) days in advance of said change.

- The Bidder agrees that in any contract resulting from this IFB it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- The Bidder agrees that any contract resulting from this IFB may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of General Services.
- For reasons of safety and public policy, in any contract resulting from this IFB, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- For purposes of any contract resulting from this IFB, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
- The Commissioner of General Services will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of General Services.
- INSPECTION – For purposes of any contract resulting from this IFB, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Commissioner of the Office of General Services may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
- STOP WORK ORDER - The Commissioner of General Services reserves the right to stop the work covered by this IFB and any contract(s) resulting there from at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Bidder shall be liable to the State of New York for any such costs on account thereof. In the event that the Office of General Services issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.
- It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.

- The Office of General Services reserves the right to reject and bar from the facility any employee hired by the Contractor.

5.8 Contract Terms

All provisions and requirements of Appendix A (dated January 2014) Standard Clauses for New York State Contracts, which is attached hereto and forms a part hereof, will be incorporated into any contract resulting from this IFB, and will be binding upon the parties to such contract.

All provisions and requirements, which are attached hereto and form a part hereof, will be incorporated into any contract resulting from this IFB, and will be binding upon the parties to such contract.

It is stipulated and agreed by the parties that the law of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this IFB.

Any contract resulting from this IFB shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the Comptroller of the State of New York.

5.9 Subcontractors

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. When bidding, any known / planned use of subcontractors must be disclosed in detail with bid submission. If subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed. If subcontractors are to be used for Additional Services, they will be subject to the Additional Services clause, and associated markup provision herein. The total of all subcontractor work during the term of the Contract, exclusive of M/WBE subcontracted work as established in the approved utilization plan, shall not exceed 10% of the total contract value.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this IFB or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this IFB.

The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.

The Contractor shall be responsible for informing the subcontractors of <u>all</u> terms, conditions, and requirements of the contract documents.

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the Deputy Commissioner of Real Property Management and Facilities or their designee, 39th Floor, Corning Tower, Governor Nelson A. Rockefeller Empire State Plaza, 29th Floor, Albany, New York 12242, in writing, the name of each proposed subcontractor and obtain

written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the Director may require concerning the proposed subcontractor's ability and qualifications.

5.10 Procurement Rights

The State of New York reserves the right to:

1. Reject any and all proposals received in response to this Solicitation.
2. Disqualify a Proposer from receiving the award if the Proposer, or anyone in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Correct Proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Proposer.
4. Adjust any Proposer's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Proposer will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the proposals received.
6. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
7. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.
8. Waive any non-material requirement not met by all Proposers.
9. Not make an award from this Solicitation.
10. Make an award under this Solicitation in whole or in part.
11. Make multiple contract awards pursuant to the Solicitation.
12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
13. Seek clarifications of proposals.
14. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the IFB.
15. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available.
16. Waive any requirements that are not material.
17. If two or more bids are found to be substantially equivalent, the Commissioner of OGS, at their sole discretion, will determine award using the pre-established process. For best value procurements, cost will be the determining factor.

Note: The State is not liable for any cost incurred by a Proposer in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

5.11 Extent of Services

OGS reserves the right to re-negotiate at its discretion, to reduce the amount of services provided under any contract resulting from this solicitation. This reduction in services shall be effectuated by written amendment to the contract and subject to approval by the Office of the State Comptroller.

5.12 Debriefings

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that bidder's proposal or bid. After contract award, OGS shall, upon request, provide a debriefing to any bidder that responded to the IFB, regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty days of contract approval as posted on the OSC website (web address below).

http://wwe2.osc.state.ny.us/transparency/contracts/contractsearch.cfm

5.13 Termination

A) Termination

The Office of General Services may, upon thirty (30) days' notice, terminate the contract resulting from this IFB in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement.

In addition, OGS may also terminate any contract resulting from this IFB upon ten (10) days written notice if the Contractor makes any arrangement for the assignment for the benefit of creditors.

Furthermore, OGS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this IFB, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

Any termination by OGS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this IFB and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

B.) Procurement Lobbying Termination

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

5.14 NYS Vendor Responsibility

OGS conducts a review of prospective contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter "Questionnaire") is used for non-construction contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website, http://www.osc.state.ny.us./vendrep/vendor_index.htm or to enroll, go directly to the VendRep System online at https://portal.osc.state.ny.us.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at http://www.osc.state.ny.us/portal/contactbuss.htm . Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm .

In order to assist the State in determining the responsibility of the Bidder prior to Contract Award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date. A Bidder's Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner

of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

5.15 New York State Vendor File Registration

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Contractor Information page included in Appendix B of this solicitation.

If the Bidder is not currently registered in the Vendor File and is recommended for award, OGS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. The Office of General Services will initiate the vendor registration process for all Bidders recommended for Contract Award. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: www.osc.state.ny.us/vendors/index.htm **Form to be completed:** www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf

5.16 Ethics Compliance

All bidders/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing any contract resulting from this IFB, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5.17 Indemnification

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including

attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

5.18 Force Majeure

Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

5.19 Encouraging Use of New York State Businesses in Contract Performance

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

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

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

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

5.20 Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

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

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

January 2014

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. <u>CONFLICTING TERMS</u>. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. <u>GOVERNING LAW</u>. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. <u>LATE PAYMENT</u>. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. <u>NO ARBITRATION</u>. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. <u>SERVICE OF PROCESS</u>. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. <u>PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS</u>. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT**. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Appendix B - Required Forms

Required Forms

The following required forms are to be submitted with the proposer's proposal. The forms include:

- Contractor Information Page
- Corporate Acknowledgement (must be notarized);
- Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law;
- Offerer Disclosure of Prior Non-Responsibility Determinations;
- Offerer's Certification of Compliance with State Finance Law §139-k(5)
- NYS Required Certifications
- ST-220 -TD Taxation & Finance Contractor Certification (Submitted directly to Taxation & Finance)
- ST-220 -CA Taxation and Finance Covered Agency Certification;
- NYS Vendor Responsibility Questionnaire
- Contract Consultant Forms A and B
- Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Contractor Information

SOLICITATION NUMBER 1953

_____ _____

(Authorized Signature) (Date)

_____ _____

(Print Name) (Title)

_____ _____

(Company Name) (Federal I.D. Number)

_____

(NYS Vendor I.D. Number)

_____

(Address)

_____

(City, State, Zip)

_____

(County)

_____Ext. _____ _____Ext._____

(Telephone Number) (Toll Free Phone)

_____ _____

(Fax Number) (Toll Free Fax Number)

_____

(E-mail)

New York State Small Business as defined in State Finance Law Section 160(8)	Circle One:	Yes	No
New York State Certified Minority Owned Business	Circle One:	Yes	No
New York State Certified Women Owned Business	Circle One:	Yes	No

Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State? Circle One: Yes No

Will New York State Businesses be used in the performance of this contract? Circle One: Yes No
If yes, identify New York State Business(es) that will be used; (Attach identifying information).

Does your proposal meet all the requirements of this solicitation? Circle One: Yes No

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF }
: SS.:
COUNTY OF }

On the ____ day of _____ in the year 20 __ , before me personally appeared _____ , known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at_____,
Town of _____ ,
County of _____ , State of _____ ; and further that:

[Check One]

(☐ **If an individual):** _he executed the foregoing instrument in his/her name and on his/her own behalf.

(☐ **If a corporation):** _he is the _____ of _____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(☐ **If a partnership):** _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(☐ **If a limited liability company):** _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____
Notary Public
Registration No._____ **State of:**_____

Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law
§139-j (3) and §139-j (6) (b)

New York State Finance Law §139-j(6)(b) provides that:

> Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date:_____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

_____

_____

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law

§139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

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

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Offerer Disclosure of Prior Non-Responsibility Determinations

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

_____

Address:

_____

Name and Title of Person Submitting this Form: _____

_____

Contract Procurement Number: _____

Date:_____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):
No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

_____
_____
_____
_____
_____
_____
_____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):
No Yes

6. If yes, please provide details below.

Governmental Entity:

_____

Date of Termination or Withholding of Contract:

_____

Basis of Termination or Withholding:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By:_____ Date:_____
Signature

Offerer's Certification of Compliance with State Finance Law §139-k(5)

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

Offerer Certification:

I certify that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

Print Name _____

Signature _____

Title: _____

Date: _____

Contractor Company Name:

_____

Contractor Address:

_____

_____

Procurement Lobbying Termination

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

NYS Department of Taxation and Finance - FORMS

CONTRACTOR CERTIFICATION (ST-220-TD 12/11)
CONTRACTOR CERTIFICATION TO COVERED AGENCY (ST-220-CA 12/11)

New York State Department of Taxation and Finance

Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-TD

(12/11)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name			
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address *(if different than above)*			

Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ( )

Covered agency or state agency	Contract number or description	Estimated contract value over the full term of contract (but not including renewals) $
Covered agency address		Covered agency telephone number

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than $100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*. See *Need help?* for more information on how to obtain this publication.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?

Visit our Web site at ***www.tax.ny.gov***

- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center:	(518) 485-2889
To order forms and publications:	(518) 457-5431
Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY):	(518) 485-5082

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

I, _____ , hereby affirm, under penalty of perjury, that I am _____
(name) *(title)*
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make **only one** entry in each section.

Section 1 — Contractor registration status

☐ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.

☐ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

☐ The contractor does not have any affiliates.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

☐ The contractor does not have any subcontractors.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this____ day of _____ , 20 _____

_____ _____
(sign before a notary public) *(title)*

Schedule A — Listing of each entity (contractor, affiliate, or subcontractor) exceeding $300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the $300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to Contractor	B Name	C Address	D Federal ID Number	E Sales Tax ID Number	F Registration in progress

Column A – Enter ***C*** in column A if the contractor; ***A*** if an affiliate of the contractor; or ***S*** if a subcontractor.

Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ____ day of _____ in the year 20___ , before me personally appeared _____ ,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_ he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____; and further that:

[Mark an ***X*** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the _____

of _____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____

of _____ , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____
Notary Public

Registration No. _____

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA

(12/11)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

Contractor name				*For covered agency use only* *Contract number or description*
Contractor's principal place of business	City	State	ZIP code	
Contractor's mailing address *(if different than above)*				*Estimated contract value over the full term of contract (but not including renewals)* $
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)			
Contractor's telephone number	Covered agency name			
Covered agency address				*Covered agency telephone number*

I, _____ , hereby affirm, under penalty of perjury, that I am _____
(name) *(title)*

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

*(Mark an **X** in only one box)*

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 _____

_____ _____
(sign before a notary public) *(title)*

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency,* with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);

ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and

iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of $100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ____ day of _____ in the year 20___ , before me personally appeared_____ ,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____; and further that:

[Mark an ***X*** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the_____

of_____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____

of_____ , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____ , LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____
Notary Public

Registration No.
_____

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?

Visit our Web site at ***www.tax.ny.gov***
- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

NYS REQUIRED CERTIFICATIONS

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either (answer yes or no to one or both of the following, as applicable):

1. have business operations in Northern Ireland No ☐ Yes ☐ , and if yes:

2. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles.
   No ☐ Yes ☐

NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with Section 139-d of the State Finance Law, by submitting its bid each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

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

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

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

In the event that the Bidder is unable to certify as stated above, the Bidder shall provide a signed statement which sets forth in detail the reasons why the Bidder is unable to furnish the certificate as required in accordance with State Finance Law § 139-d(1)(b).

DIESEL EMISSION REDUCTION ACT

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the “Law”) it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology (“BART”) and ultra-low sulfur diesel fuel (“ULSD”). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by contract vendors “on behalf of” State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants

that all heavy duty vehicles, as defined in the Law, to be used under this contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

SMALL BUSINESS CERTIFICATIONS

State Finance Law § 163(1)(j) (Authorizes Award of Quantitative Factor Credit for Small Business Status in Evaluation for Best Value Contracts)

For purposes of New York State Finance Law § 163(1)(j), the contractor certifies that it:

__ IS NOT a Small Business as defined in New York State Executive Law § 310(20).

__ IS a Small Business as defined in New York State Executive Law § 310(20).

"Small business" is defined under New York State Executive Law § 310(20) as a business that:

A. has a significant business presence in New York demonstrated through one of the following:
   1. pays taxes in New York State, or
   2. purchases New York State products or materials, or
   3. has any payroll in New York State
B. is independently owned and operated;
C. is not dominant in its field; and,
D. employs less than 300 persons.

State Finance Law § 163(6) (Authorizes Discretionary Purchases of Commodities or Services from Small Business Concerns)

For purposes of New York State Finance Law § 163(6), the contractor certifies that it:

__ IS NOT a Small Business Concern or Small Business as defined in New York State Finance Law § 160(8).

__ IS a Small Business Concern or Small Business as defined in New York State Finance Law § 160(8).

"Small Business Concern" or "Small Business" is defined under New York State Finance Law § 160(8) as a business that:

A. is resident in New York State;
B. is independently owned and operated;
C. is not dominant in its field; and
D. employs 100 or less persons.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Certifications document and that all information provided is complete, true and accurate.

Legal Business Name of Company Bidding:	
D/B/A - Doing Business As (if applicable):	
Bidder's Signature: Title:	Printed or Typed Name: Date:

NEW YORK STATE OF OPPORTUNITY. | Office of General Services | Division of Service-Disabled Veterans' Business Development

Attachment

Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at:

http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

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

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

Bidders/proposers can demonstrate their commitment to the use of SDVOBs by responding to the questions below:

Are you a bidder/proposer that is a NYS-certified SDVOB? ☐ **Yes** ☐ **No** **If yes, what is your DSDVBD Control #?** _____

Will NYS-certified SDVOBs be used in the performance of this contract? ☐ **Yes** ☐ **No**

If yes, identify the NYS-certified SDVOBs that will be used below (if more than 4 identified, please attach an additional form):

NYS-Certified SDVOB 1:

Name

Address

Control #	Contract #	Total % Work Performed	$ Amount

Nature of Participation

NYS-Certified SDVOB 2:

Name

Address

Control #	Contract #	Total % Work Performed	$ Amount

Nature of Participation

NYS-Certified SDVOB 3:

Name

Address

Control #	Contract #	Total % Work Performed	$ Amount

Nature of Participation

NYS-Certified SDVOB 4:

Name

Address

Control #	Contract #	Total % Work Performed	$ Amount

Nature of Participation

Contractor will report on actual participation by each SDVOB during the term of the contract on a semi-annual basis to the Office of General Services Division of Service-Disabled Veterans' Business Development. See http://ogs.ny.gov

NOTE: Information about set asides for SDVOB participation in public procurement can be found at: http://www.ogs.ny.gov/Core/SDVOBA.asp, which provides guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.

Appendix C

Sample Contract

Solicitation No. 1954

SAMPLE

STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
AGREEMENT FOR
FURNISHING AND INSTALLING SOLAR SHADES
AT THE ADAM CLAYTON POWELL JR. STATE OFFICE BUILDING
IN NEW YORK, NY
WITH
(CONTRACTOR)
CONTRACT #OGS1-C00XXXX-1140000

THIS AGREEMENT, made this ____ day of _____, 2016 by and between the People of the State of New York, acting by and through the Commissioner of General Services, whose office is on the 41st Floor, Corning Tower Building, the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter "Commissioner", "OGS" or "State"), and (Company Name), (hereinafter "Contractor"), with an office at _____.

W I T N E S S E T H:

WHEREAS, the OGS is responsible for the window coverings at the Adam Clayton Powell, Jr. State Office Building located at 163 W 125th St New York, NY 10027 (hereinafter the "State Office Building") and in fulfilling its responsibility deems it necessary to furnish and install solar shades therefore, and

WHEREAS, OGS has determined after having solicited proposals from proposers willing to supply these services, that the Contractor submitted the proposal affording the State the best value for such services and that the Contractor possesses the necessary capacity, experience and expertise for provision of furnishing and installing solar shades, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

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

1. CONSIDERATION

OGS shall pay the Contractor for all furnishing and installing solar shades fees and other fees and expenses in accordance with the amounts and rates put forth in the Contractor's proposal attached hereto as Appendix "C", which Appendix C is hereby incorporated by reference and made a part hereof as fully as if set forth as length herein.

SAMPLE

2. TERM

This Agreement shall commence upon OSC approval and will be in effect for one (1) year unless sooner terminated as herein specified.

3. SERVICES

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Invitation for Bids No. 1954, which is annexed as Appendix "B" hereto, and the Contractor's proposal, annexed as Appendix "C" hereto, except as such Appendices B and C have been revised by the terms hereof. Appendix B is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth at length herein.

4. TERMINATION

This Agreement may be terminated in accordance with the termination provisions set forth in the solicitation attached hereto as Appendix B hereof.

A) Termination

The Office of General Services may, upon thirty (30) days notice, terminate the contract resulting from this solicitation in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement.

In addition, OGS may also terminate any contract resulting from this solicitation upon ten (10) days written notice if the Contractor makes any arrangement for assignment for the benefit of the creditors.

Furthermore, OGS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this solicitation, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

Any termination by OGS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

B.) Procurement Lobbying Termination

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

SAMPLE

5. RECORDS

The Contractor will maintain accurate records and accounts of services performed and monies expended under this Agreement. Such records will be maintained for six (6) years following the close of the State fiscal year to which they pertain and will be made available to representatives of OGS or the New York State Comptroller, as may be necessary for auditing purposes, upon request.

6. TAXES

The Contractor will be responsible for all applicable Federal, State and Local taxes and all FICA contributions.

7. INDEPENDENT CONTRACTOR

It is understood and agreed that the legal status of the Contractor, its subcontractors, agents, officers and employees is that of an independent contractor and in no manner shall they be deemed employees or agents of the State of New York and, therefore, are not entitled to any of the benefits associated with such employment or designation.

8. APPENDIX A

Appendix A, Standard Clauses for New York State Contracts, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein.

9. ASSIGNMENT

Contractor agrees that it will not assign this Agreement, or any interest therein without the prior written consent of the Commissioner of General Services.

10. LAW

This Agreement shall be governed by the laws of the State of New York.

11. CONDITIONS PRECEDENT

This Agreement shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the State Comptroller.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

SAMPLE

13. EXECUTORY CLAUSE

This Agreement shall be deemed executory only to the extent of money available to the State for performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for purposes thereof.

14. INCONSISTENCIES

In the event of any discrepancy, disagreement or ambiguity between this contract agreement and Appendix B "Solicitation" and/or Appendix C "Proposal", or between any Appendices, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

i. Appendix A
ii. This contract agreement
iii. Appendix B – Solicitation #1954 including Addenda
iv. Appendix C – Contractor's Proposal

The parties understand and agree that any and all deviations or exceptions taken by Contractor to the State's Invitation to Bid are hereby withdrawn except only to the extent that such exceptions or deviations have been explicitly incorporated into this contract agreement.

15. FORCE MAJEURE

Neither party hereto will be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

16. ASSIGNMENT BY STATE

The State agrees not to assign this Agreement without prior notice to and reasonable consent of the Contractor provided, however, that this Agreement may be assigned without such consent to another agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the pertinent functions of OGS as an agency are transferred to a successor agency or subdivision of the State.

17. NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, overnight carrier or hand delivered, (i) if to the State,

SAMPLE

addressed to the State at its address set forth above, and (ii) if to Contractor, addressed to Contractor at its address set forth above. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Agreement.

18. CAPTIONS

The captions contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

19. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

20. INFORMATION SECURITY BREACH

In accordance with the Information and Security Breach Notification Act (ISBNA) (Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005), a Contractor with OGS shall be responsible for all applicable provisions of the ISBNA and the following terms herein with respect to any private information (as defined in the ISBNA) received by or on behalf of OGS under this Agreement.

- Contractor shall supply OGS with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as OGS's notification policy.
- Contractor must encrypt any database fields and backup tapes that contain private data elements, as set forth in the ISBNA.
- Contractor must ensure that private data elements are encrypted in transit to / from their systems.
- In general, contractor must ensure that private data elements are not displayed to users on computer screens or in printed reports; however, specific users who are authorized to view the private data elements and who have been properly authenticated may view/receive such data.
- Contractor must monitor for breaches of security to any of its systems that store or process private data owned by OGS.
- Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from OGS.
- In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify OGS and commence an investigation in cooperation with OGS to determine the scope of the breach.

SAMPLE

- Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.
- Contractor shall immediately notify OGS following the discovery that OGS's system security has been breached.
- Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from OGS prior to notifying the individuals whose personal identity information was compromised by the breach of security, the State Division of Homeland Security and Emergency Services Enterprise Information Security Office, the Department of State Division of Consumer Protection, the Attorney General's Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.
- Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.
- This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA.

21. CONTRACTOR RESPONSIBILITY

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

SAMPLE

CONTRACT NO. C00XXXX

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

Agency Certification
"In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

(**Company Name**)

By:_____
Name:
Title:
Federal I.D. No.:
Date:

THE PEOPLE OF THE STATE OF NEW YORK

By:_____
Name:
Title:
Date:

APPROVED AS TO FORM
Eric Schneiderman
Attorney General

APPROVED
Thomas P. DiNapoli
State Comptroller

SAMPLE

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF }

: SS.:

COUNTY OF }

On the ____ day of _____ in the year 20 __ , before me personally appeared _____ , known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____, Town of _____ , County of _____ , State of _____ ; and further that:

[Check One]

(☐If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

(☐If a corporation): _he is the _____ of _____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(☐If a partnership): _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(☐If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____

Notary Public

Registration No._____ **State of:**_____

SAMPLE

Sample Contract

Appendix A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

[Text not included at this time because it is included elsewhere in the solicitation. Will be added when contract is finalized]

SAMPLE

Sample Contract

Appendix B

Invitation for Bid

SAMPLE

Sample Contract

Appendix C

Contractor's Proposal

SAMPLE

Sample Contract

Appendix D

Prevailing Wage Rate Schedule

SAMPLE

IFB 1954

Appendix D – Prevailing Wage Rates

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 30R).

Wages and Supplements

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

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.state.ny.us.

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.state.ny.us.

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.

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, by 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.

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 .

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.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

IA 999 (09/10)

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.state.ny.us* 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.

(11.11)

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

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

Chapter 629 of the Labor Laws of 2007:

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

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

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

Contractor Name: _____

Project Location: _____

PW 101 (10.12)

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:

   www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.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
   (866) 385-7470 Ext. 2919
   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
   (732) 235-9455
   https://ophp.umdnj.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

   Keene State College
   Manchester, NH
   Leslie Singleton
   e-mail: lsingletin@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_osha.cfm

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

   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 PW30R

"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 PW30R Form.

REMEMBER…

The '4 Day / 10 Hour Work Schedule' applies ONLY to Job Classifications and Counties listed on the PW30R 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 PW30R

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

Before completing Form PW30R 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 PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 -***OR -***
- **Fax** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870

New York State Department of Labor
Bureau of Public Work
W. Averell Harriman State Office Campus
Building 12 - Room 130
Albany, New York 12240
Phone - (518) 457-5589 Fax - (518) 485-1870

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

Before completing Form PW30R 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.

Please Type or Print the Requested Information

When completed …
Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240
-or-
Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number _____ Fax Number: _____ Email Address: _____

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 2 & 3)*
**** 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
2. Allegany County
3. Bronx County
4. Broome County
5. Cattaraugus County
6. Cayuga County
7. Chautauqua County
8. Chemung County
9. Chenango County
10. Clinton County
11. Columbia County
12. Cortland County
13. Delaware County
14. Dutchess County
15. Erie County
16. Essex County
17. Franklin County
18. Fulton county
19. Genesee County
20. Greene County
21. Hamilton County
22. Herkimer County
23. Jefferson County
24. Kings County (Brooklyn)
25. Lewis County
26. Livingston County
27. Madison County
28. Monroe County
29. Montgomery County
30. Nassau County
31. New York County (Manhattan)
32. Niagara County
33. Oneida County
34. Onondaga County
35. Ontario County
36. Orange County
37. Orleans County
38. Oswego County
39. Otsego County
40. Putnam County
41. Queens County
42. Rensselaer County
43. Richmond County (Staten Island)
44. Rockland County
45. Saint Lawrence County
46. Saratoga County
47. Schenectady County
48. Schoharie County
49. Schuyler County
50. Seneca County
51. Steuben County
52. Suffolk County
53. Sullivan County
54. Tioga County
55. Tompkins County
56. Ulster County
57. Warren county
58. Washington County
59. Wayne County
60. Westchester County
61. Wyoming County
62. Yates 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-Floor Layers	276B-FL-Liv	26, 28, 35, 59	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, 49, 50, 51, 54, 55, 62,22, 23, 25, 27, 33, 34, 38, 45		☐
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	840Teledata and 840 Z1	62	6, 34, 35, 50, 59	☐
Electrician	910	10, 16, 17, 23, 25, 45		☐
Electrician Lineman	1049Line/Gas	30, 41, 52		☐
Electrician 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		☐
Laborers - Building	322-2H	17, 23, 25, 45		☐
Laborers - Building	785(7)	4	9, 13, 54	☐

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
Laborers - Building	785B-CS	8, 51	49	☐
Laborers- Heavy & Highway	322/2h	17, 23, 25, 45		☐
Laborers- Heavy & Highway	7-785b	12, 55	49, 54	☐
Laborers Heavy & Highway	785(7)	4	9, 13, 54	☐
Laborer - Heavy & Highway	785HH-CS	8, 51	49	☐
Laborer - Building	621b	2, 7	5	☐
Laborer - Residential	621r	2, 7	5	☐
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-Ith-Z2	12, 55		☐
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	☐

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-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 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	☐
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	☐
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	☐

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	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	☐
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.

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. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as 'Per hour worked'). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as 'Per hour paid'), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

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.state.ny.us) for current wage rate information.

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3

Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

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

New York County General Construction

Asbestos Worker 02/01/2016

JOB DESCRIPTION Asbestos Worker **DISTRICT** 4

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

WAGES

Per Hour:	07/01/2015	08/01/2015
Abestos Worker Removal & Abatement Only*	$ 45.00	$ 44.00

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

SUPPLEMENTAL BENEFITS
Per Hour:

Abestos Worker Removal & Abatement Only	$ 7.20	$ 8.70

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

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

REGISTERED APPRENTICES
Apprentice Removal & Abatement Only:
1000 hour terms at the following percentage of Journeyman's rates.

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

SUPPLEMENTAL BENEFIT
Per Hour:

Apprentice Removal & Abatement	$ 7.20	$ 8.70

4-12a - Removal Only

Boilermaker 02/01/2016

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:	07/01/2015
Boilermaker	$ 51.56
Repairs & Renovations	$ 51.56

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015
Boilermaker Repairs & Renovations	32% of hourly Wage Paid + $25.19

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
OVERTIME PAY
See (D, O) on OVERTIME PAGE
HOLIDAY
Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE
NOTE: *Employee must work in pay week to receive Holiday Pay.
**Boilermarker gets 4 times the hourly wage rate for working on Labor Day.
***Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE

HOLIDAY

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

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

Apprentice(s)	07/01/2015 32% of Hourly Wage Paid Plus Amount Below
1st Term	$ 19.27
2nd Term	20.11
3rd Term	20.95
4th Term	21.80
5th Term	22.65
6th Term	23.49
7th Term	24.33

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

4-5

Carpenter **02/01/2016**

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

PARTIAL COUNTIES
Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.
Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.
Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour:	07/01/2015	10/17/2015
Core Drilling:		
Driller	$ 36.82	+ Additional $ 2.21
Driller Helper	$ 29.44	+ Additional $ 1.94

Additional Helpers: One (1) year increments. This is not an apprenticeship for Driller:

Helper 1st year	$ 20.61
Helper 2nd year	23.55
Helper 3rd year	26.50
Helper 4th year	29.44

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 paid:	07/01/2015	10/17/2015
Driller and All Helpers	$ 22.79	$ 22.79

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 02/01/2016

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

WAGES
Per Hour:

	07/01/2015
Timberman	$ 45.60

SUPPLEMENTAL BENEFITS
Per Hour:

	07/01/2015
	$ 47.05

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

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

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

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

REGISTERED APPRENTICES
Wages per hour:
(1) year terms:

1st	2nd	3rd	4th
$18.24	$22.80	$29.64	$36.48

Supplemental benefits per hour:
$ 31.92

8-1556 Tm

Carpenter 02/01/2016

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

WAGES
Per hour: 07/01/2015

Building
Millwright $ 48.44
+ Additional
$ 2.40

SUPPLEMENTAL BENEFITS
Per hour paid:

Millwright $ 50.49

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.

* must show up to work

REGISTERED APPRENTICES
Wages per hour is Pecentage of Journeyworkers wage:

(1) year terms:

1st.	2nd.	3rd.	4th.
$26.64	$31.49	$36.33	$46.02

Supplemental benefits per hour paid:

(1) year terms:

1st.	2nd.	3rd.	4th.
$32.81	$36.15	$40.63	$46.21

8-740.1

Carpenter **02/01/2016**

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

WAGES
Per Hour: 07/01/2015

Marine Construction:

Marine Diver	$ 61.30
Marine Tender	43.45

SUPPLEMENTAL BENEFITS
Per Hour Paid:

Journeyman	$ 46.09

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

8-1456MC

Carpenter **02/01/2016**

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

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

WAGES
Per hour: 07/01/2015

Carpet/Resilient Floor Coverer	$ 49.88

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

SUPPLEMENTAL BENEFITS
Per hour paid:

Floor Coverer	$ 44.07

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 is Pecentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
$19.95	$24.94	$32.42	$39.90

Supplemental benefits per hour:

$ 30.22

8-2287

Carpenter **02/01/2016**

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

WAGES
Per hour: 07/01/2015

Piledriver	$ 50.50
Dockbuilder	$ 50.50

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker $ 47.03

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

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

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

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

REGISTERED APPRENTICES
Wages per hour
(1)year terms:

1st	2nd	3rd	4th
$20.20	$25.25	$32.83	$40.40

Supplemental benefits per hour:

Apprentices $ 31.90

8-1556 Db

Carpenter **02/01/2016**

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

PARTIAL COUNTIES
Nassau: That portion of the county that lies west of Seaford Creekand south of the Southern State Parkway.

WAGES

Per hour: 07/01/2015

Show Exibit/
Carpenter $ 50.50

SUPPLEMENTAL BENEFITS
Per hour paid:

Show Exibit/
Carpenter $ 46.26

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

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

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

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

REGISTERED APPRENTICES
Wages per hour is Pecentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
$20.20	$25.25	$32.83	$40.40

Supplemental benefits per hour:
Apprentices $ 31.52

8-EXHIB

Carpenter - Building 02/01/2016

JOB DESCRIPTION Carpenter - Building **DISTRICT** 8

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

PARTIAL COUNTIES
Nassau: Work preformed south of the Southern State Parkway and west of the Seaford Creek.

WAGES

Per hour:	07/01/2015	07/01/2016
Building:		
Carpenter	$ 50.50	Additional $ 2.40

SUPPLEMENTAL BENEFITS
Per hour paid:

Building:
Carpenter $ 45.85

OVERTIME PAY
See (B, E, E2, 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
Building	$ 20.20	$ 25.25	$ 32.83	$ 40.40

Supplemental benefits per hour for all Apprentices:

Building $ 31.11

8-NYC Bldg.

Carpenter - Heavy&Highway 02/01/2016

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 8

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

WAGES
Per hour:

	07/01/2015
Heavy&Highway Carpenter	$ 50.50

SUPPLEMENTAL BENEFITS
Per hour paid:

Heavy & H/way Carpenter	$ 47.03

OVERTIME PAY
See (B, E2, 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
Heavy & Highway	$20.20	$25.25	$32.83	$40.40

Supplemental Benefits:
Per Hour paid

All Apprentices	$31.90

8-NYC H/H

Electrician 02/01/2016

JOB DESCRIPTION Electrician **DISTRICT** 9

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

WAGES

Per hour:	07/01/2015
Tree Trimmer	$ 27.88
Ground Person	$ 18.43

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

SUPPLEMENTAL BENEFITS
Per hour paid:

Tree Trimmer	$ 10.44
Ground Person	$ 6.90

OVERTIME PAY
See (B, *H, Q) on OVERTIME PAGE
*Worked performed on Sundays & Holidys outside of 7.00am - 4.00pm shall be paid at double time, in addition to the holiday pay if applicable.

HOLIDAY

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

(An additional floating holiday after four years' service)

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

9-3T

Electrician **02/01/2016**

JOB DESCRIPTION Electrician **DISTRICT** 9

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

WAGES
Per hour: 07/01/2015

Electrician
H - Telephone $ 27.50

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

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

SUPPLEMENTAL BENEFITS
Journeyworker $ 20.82
22.54*
* Applies to overtime hours

OVERTIME PAY
See (B, H) on OVERTIME PAGE

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

9-3m

Electrician **02/01/2016**

JOB DESCRIPTION Electrician **DISTRICT** 9

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

WAGES

Per hour Paid:	07/01/2015	03/09/2016
Service Technician	$ 31.40	$ 32.00

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:	$ 14.76	$ 15.47

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 **02/01/2016**

JOB DESCRIPTION Electrician **DISTRICT** 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:	07/01/2015
Electrician and Audio/Sound	$54.00

SUPPLEMENTAL BENEFITS

Per Hour:	
Journey Worker	$50.03
	53.41*
Journey Worker Temporary Light/Power	$24.39
	27.27*

* Applies when premium wages are paid.

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

Reduce benefit rate by 6.2% for any employee who has accumulated wages of $113,700 for the same employer.

OVERTIME PAY

See (A, H) on OVERTIME PAGE
See (B) for Temporary Light and Power

HOLIDAY

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

REGISTERED APPRENTICES

Wages Per Hour:

One (1) year terms - Apprentices registered before 05/10/2007.

	07/01/2015
Fifth term/MIJ:	
1-18 mos	$ 26.80

One (1) year terms - Apprentices registered after 05/10/2007.

	07/01/2015
First term:	
0-6 mos.	$ 13.00
7-12 mos.	14.00
Second term:	
0-6 mos.	$ 15.00
7-12 mos.	$ 16.00
Third term:	
0-6 mos.	$ 17.00
7-12 mos.	18.00
Fourth term:	
0-6 mos.	$ 19.00
7-12 mos.	21.00
Fifth term/MIJ:	
0-12 mos.	$ 23.00
13-18 mos.	23.00

Supplemental Benefits per hour:

One (1) year terms - Apprentices registered prior to 05/10/2007.
Fifth term/MIJ:

	07/01/2015
1-18 mos	$ 20.47
	22.15

One (1) year terms - Apprentices registered after 05/10/2007:

	07/01/2015	
First Term:	Regular	Overtime

0-6 mos.	$11.61	$12.47
7-12 mos.	12.12	13.05
Second Term:		
0-6 mos.	$12.63	$13.62
7-12 mos.	13.14	14.19
Third Term:		
0-6 mos.	$13.65	$14.77
7-12 mos.	14.16	15.34
Fourth Term:		
0-6 mos.	$14.67	$15.92
7-12 mos.	15.68	17.07
Fifth Term/MIJ:		
1-12 mos.	$18.56	$20.00
13-18 mos		

9-3

Electrician 02/01/2016

JOB DESCRIPTION Electrician **DISTRICT** 9

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

WAGES
Per hour:

	07/01/2015
Electro Pole Electrician	$ 54.00
Electro Pole Foundation Inst.	$ 40.93
Electro Pole Maintainer	$ 35.05

SUPPLEMENTAL BENEFITS
Per Hour:

	07/01/2015
Electro Pole Electrician	$ 51.86
	55.25*
Electro Pole Foundation Inst.	39.46
	42.02*
Electro Pole Maintainer	35.51
	37.71*

* Applies when premium wages are paid
Note:Reduce benefit rate by 6.2% for any employee who has accumulated wages in $113,700 for the same employer.

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

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

9-3J

Elevator Constructor 02/01/2016

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:

	07/01/2015	03/17/2016
Elevator Constructor	$ 59.55	$ 60.96
Modernization & Service/Repair	46.92	47.91

SUPPLEMENTAL BENEFITS
Per Hour:

Elevator Constructor	$ 35.17	$ 36.86
Modernization & Service/Repair	34.21	35.87

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 Journeyman's 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	$ 28.93	$ 30.44
2nd Term	29.73	31.27
3rd Term	30.94	32.51
4th Term	32.15	33.75
Modernization & Service/Repair		
1st Term	$ 28.85	$ 30.37
2nd Term	29.21	30.73
3rd Term	30.32	31.87
4th Term	31.43	33.02

4-1

Glazier 02/01/2016

JOB DESCRIPTION Glazier **DISTRICT** 8

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

WAGES

Per hour:	07/01/2015	11/01/2015	05/01/2016
Glazier	$ 52.20*	$ 52.80*	+Additional $ 1.50
Scaffolding	$ 53.20*	$ 53.80*	+Additional $ 1.50

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

Repair & Maintenance $ 27.30*

Repair & Maintenance- All repair & maintenance work on a particular building,whenever performed, where the total cumulative contract value is under $121,550

*Additional $ .05 per hour for all regular hours worked

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2015	11/01/2015
Journeyworker	$ 28.04	$ 28.29
Repair & Maintenance	16.14	16.14

OVERTIME PAY

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

* 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 see (B,B2, F, P) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
Paid for the Repair & Maintenance (5, 6, 16 & 25)

REGISTERED APPRENTICES

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

	07/01/2015	11/01/2015
1st term	$ 17.70	$ 17.95
2nd term	25.85	26.20
3rd term	31.19	31.54
4th term	41.71	42.14

Supplemental Benefits:
(Per hour worked)

1st term	$ 13.84	$ 13.99
2nd term	19.10	19.26
3rd term	20.97	21.13
4th term	24.32	24.57

8-1281 (DC9 NYC)

Insulator - Heat & Frost 02/01/2016

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2015	12/28/2015
Insulators Heat & Frost	$ 63.66	$ 63.61

SUPPLEMENTAL BENEFITS

Per Hour:		
Insulators Heat & Frost	$ 31.51	$ 32.46

OVERTIME PAY

See (A, D, O, V) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages:

1 year terms at the following percentage of Journymans Wage.

1st	2nd	3rd	4th
40%	60%	70%	80%

Supplemental Benefits per hour:

Apprentice Insulator(s)

1st	$ 12.60	$ 12.98
2nd	18.91	19.48
3rd	22.06	22.72
4th	25.21	25.97

4-12

Ironworker 02/01/2016

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:	07/01/2015
Reinforcing & Metal Lathing	$ 53.63

SUPPLEMENTAL BENEFITS
Per hour paid:

Reinforcing & Metal Lathing	$ 31.95

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 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
$ 23.01	$ 28.11	$ 33.21

SUPPLEMENTAL BENIFITS
Per Hour:

1st term	2nd term	3rd term
$ 18.18	$ 18.18	$ 18.18

4-46Reinf

Ironworker 02/01/2016

JOB DESCRIPTION Ironworker **DISTRICT** 4

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

WAGES

Per hour:	07/01/2015	01/01/2016
Ornamental	$43.20	$43.45
Chain Link Fence	43.20	43.45
Guide Rail Installation	43.20	43.45

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker:	$48.16	$49.16

OVERTIME PAY
OVERTIME: See (A*,D1,E**,Q,V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two (2) hours on any regular work day (8th & 9th hours of work) and double time shall be paid for all work thereafter.
**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

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 paid:

1st Term	$36.97	$37.74
2nd Term	38.10	38.88
3rd Term	39.22	40.02
4th Term	41.46	42.31
5th Term	43.69	44.59

4-580-Or

Ironworker **02/01/2016**

JOB DESCRIPTION Ironworker **DISTRICT** 9

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

WAGES

Per Hour:	07/01/2015	01/01/2016
IRONWORKER:		
		An Additional
Ironworker Rigger	$ 56.09	$ 1.36
Ironworker Stone Derrickman	$ 56.09	$ 1.36

SUPPLEMENTAL BENEFITS
Ironworker: $ 38.37

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 (1) 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
07/01/2015	$28.05	$28.05	$39.26	$44.87	$50.48	$50.48

Supplemental benefits:

Per hour paid:	$19.19	$19.19	$28.78	$28.78	$28.78	$28.78

9-197D/R

Ironworker **02/01/2016**

JOB DESCRIPTION Ironworker **DISTRICT** 4

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

WAGES
PER HOUR:

	07/01/2015
Ironworker:	
Structural	$ 48.75
Bridges	
Machinery	

SUPPLEMENTAL BENEFITS
PER HOUR:

Journeyman	$ 67.83

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

* Time and one-half shall be paid for all work in excess of (8) eight hours at the end of a work day to a maximum of two hours on any regular work day (the ninth (9th) and tenth (10th) hours of work)and double time shall be paid for all work thereafter.

** 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.

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	$ 25.48
2nd	26.08
3rd - 6th	26.68

Supplemental Benefits
PER HOUR:

All Terms	47.32

4-40/361-Str

Laborer 02/01/2016

JOB DESCRIPTION Laborer **DISTRICT** 9

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

WAGES
Per hour:

GROUP 14: Blasters.

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

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

Wages: (per hour)	07/01/2015
Laborer (Tunnel)-FREE AIR:	
Group 14	$ 62.12
Group 16	$ 59.44
Group 17**	$ 54.92
Small Bore Micro Tunnel Machines	80% of rates above

For Repairs on Existing Water Tunnels	90% of rates above
For Repairs of Sewer & Drainage Tunnels	85% of rates above
For Repair & Maintenance of all Subway & Vehicular Tunnels	80% of rates above

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

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

SUPPLEMENTAL BENEFITS
Per hour paid:

GROUP 14	$ 41.82**
	$ 41.50*
GROUP 16	$ 40.05**
	$ 39.73*
GROUP 17	$ 37.07**
	$ 36.75*
Small Bore Micro Tunnel Machines	80% of rates above
For Repairs on Existing Water Tunnels	90% of rates above
For Repairs of Sewer & Drainage Tunnels	85% of rates above
For Repair & Maintenance of all Subway& Vehicular Tunnels	80% of rates above

* For projects bid prior to 07/01/2014

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

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

9-147Tnl/Free

Laborer 02/01/2016

JOB DESCRIPTION Laborer **DISTRICT** 9

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

WAGES
Per hour: 07/01/2015

Laborer/Excavation:

**Asbestos and Lead Abatement & Removal,Hazardous Waste Removal (including soil)	$ 40.50
Basic	40.50
Flagman	40.50
Pipelayer	40.50
*Tree Work, *Landscape	40.50

*Includes trimming, cutting, planting and/or removal of trees.
** Applies to Heavy & Highway projects

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker $ 36.63

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
++ Except for Independence Day, holidays which fall on a Saturday will not be observed on the preceding Friday.When an observed holiday falls on a Saturday,work done shall be paid at double time.

HOLIDAY
Paid: See (2, 20) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

1000 hour terms at the following hourly wage rate.

		07/01/2015
1st	0-1000	$ 19.93
2nd	1001-2000	$ 23.91
3rd	2001-3000	$ 29.89
4th	3001-4000	$ 35.87

Supplemental Benefits per hour paid:

All Apprentices $ 34.88

9-731Ex

Laborer 02/01/2016

JOB DESCRIPTION Laborer **DISTRICT** 9

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

WAGES
Per hour: 07/01/2015

Laborer:
Laborer-Concrete
(including flag person) $ 41.48

SUPPLEMENTAL BENEFITS
Per Hour Worked
$ 26.17

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

For Work done on Saturdays add an additional $2.75 per hour to Supp. Benefits.
For work done on Sundays & Holidays add an additional $5.50 per hour to Supp. Benefits.

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

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

Term:	1st	2nd	3rd
Hours:	0-500	501-2000	2001-4000
	50%	65%	80%

Supplemental Benefits:
(Per Hour Worked)

0-500 hrs	501-1000 hrs	1001-2000 hrs	2001-4000 hrs
$15.29+ $2.75*	$15.29+ $3.58*	$20.67+ $3.58*	$20.67+ $4.40*

*This mount subject to same premium as wages
NB Journeyman rate applies after 4000 hours

9-6A/18A/20-C

Laborer - Building 02/01/2016

JOB DESCRIPTION Laborer - Building **DISTRICT** 9

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

WAGES

Per hour:	07/01/2015	01/01/2016
Building: Plasterer Tender and Spray Fireproofing.	$ 38.67**	$ 39.17**

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

SUPPLEMENTAL BENEFITS

Per hour paid:		
Journeyworker	$ 26.02	$ 26.47

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

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

REGISTERED APPRENTICES
Wage per hour:

1000 hours terms at the following wage.

	1st	2nd	3rd	4th
07/01/2015	$22.39*	23.54*	25.29*	27.95*

* Before calculating premium wage deduct $1.00

Supplemental Benefits per hour paid:

1st and 2nd terms	$ 17.44	$ 17.79
3rd and 4th terms	17.49	17.84

9-30 (79)

Laborer - Building 02/01/2016

JOB DESCRIPTION Laborer - Building **DISTRICT** 4

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

WAGES

Per hour:	07/01/2015
Laborer/Asbestos, Lead and Hazardous Material Abatment	$ 36.00

SUPPLEMENTAL BENEFITS
Per Hour:

Laborer	$15.95

OVERTIME PAY
See (B, H) on OVERTIME PAGE

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

REGISTERED APPRENTICES

1000 hour terms at the following;

Per Hour:	07/01/2015
1st term	$27.96
2nd Term	$28.66
3rd Term	$29.72
4th Term	$31.84

SUPPLEMENTAL BENEFIT

Per Hour:

ALL TERMS	$15.95

4-NYDC(78)

Laborer - Building 02/01/2016

JOB DESCRIPTION Laborer - Building **DISTRICT** 9

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

WAGES
Per hour:

	07/01/2015	01/01/2016
Skilled Interior Demolition Laborer:	$ 36.46	$ 36.81
General Interior Demolition Laborer:	$ 25.65*	26.80*

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

SUPPLEMENTAL BENEFITS
Per Hour paid:

Skilled Interior Demolition Laborer:	$ 21.13	$ 21.53
General Interior Demolition Laborer:	15.45	15.85

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

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

REGISTERED APPRENTICES
Wage Per Hour:

1000 hour terms at the following wage rate:

1st	2nd	3rd	4th
$ 22.64	$ 23.74	$ 25.33	$ 27.83

Supplemental Benefits per Hour paid:

All Apprentices	$ 16.24	$ 16.59

9-MTDC (79-ID)

Laborer - Building 02/01/2016

JOB DESCRIPTION Laborer - Building **DISTRICT** 9

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

WAGES
Per hour:

	07/01/2015	01/01/2016
Skilled Demolition Laborer:	$ 37.52	$ 37.89
General Demolition Laborer:	26.40*	26.68*

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

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

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker:

Skilled Demolition Laborer:	$ 24.86	$ 25.26
General Demolition Laborer:	18.38	18.65

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 13, 15, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

(1) year terms at the following wage.

1st	2nd	3rd	4th
22.17	23.32	24.97	27.53

Supplemental Benefits per hour paid:

$ 16.33	$ 16.68

9-79/95

Laborer - Building 02/01/2016

JOB DESCRIPTION Laborer - Building **DISTRICT** 9

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

WAGES
Per hour:

	07/01/2015	01/01/2016
Basic Laborer and Mason Tender	$ 38.67	$ 39.17

SUPPLEMENTAL BENEFITS
Per hour paid:

Basic Laborer and Mason Tender	$ 26.02	$ 26.47

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

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

REGISTERED APPRENTICES
Wage per hour:

1000 hour terms at the following wage rate:

Term:	1st	2nd	3rd	4th
Basic Laborer and Mason Tender	$ 22.39	$ 23.54	$ 25.29	$ 27.95

Supplemental Benefits per hour paid:

1st and 2nd terms	$ 17.44	$ 17.79
3rd and 4th terms	17.49	17.84

9-MTDC(79)

Laborer - Concrete & Asphalt Paving 02/01/2016

JOB DESCRIPTION Laborer - Concrete & Asphalt Paving **DISTRICT** 9

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

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

Group 2: Shoveler, Small Equipment Operator on Asphalt work.

Per hour:	07/01/2015
Concrete Formsetter	$ 45.45
Asphalt Screedman / Micro Paver	45.45
Asphalt Raker	44.85
Group 1	40.98
Group 2	41.56

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2015
Journeyman	$ 36.92

OVERTIME PAY
See (B, *E, **Q) on OVERTIME PAGE
* Saturday premium rate applies from 7:00 am on Saturday to 6:59 am Sunday
** Sunday premium rate applies from Sunday 7:00 am to Monday 6:59 am.

HOLIDAY

Paid:	See (5, 20) on HOLIDAY PAGE
HOLIDAY:	
Paid:	See (5,20)* on HOLIDAY PAGE.
Holiday:	
Overtime:	See (21,22)** on HOLIDAY PAGE.
	See (13)*** on holiday page.

* Holiday pay -at the single time pay rate-shall be prorated based on 25% of a day's wages and benefits for each day worked.
**If an employee works on any of these unpaid holidays, employee will receive the single rate plus 25%.
*** Unpaid if not worked,if worked shall receive single time rate plus one day's pay for the holiday.

REGISTERED APPRENTICES
Wage per hour:

2000 hours term at the following percent of Journeyman Laborer Group 1 rate.

1st term 1-2000	2nd term 2001-4000
$ 27.05	$ 28.69

Supplemental Benefits per hour paid:

2000 hours term at the following percent of Journeyman Laborer Group 1 rate.

1st term 1-2000	2nd term 2001-4000
$ 17.12	$ 17.12

9-1010H/H

Laborer - Trac Drill 02/01/2016

JOB DESCRIPTION Laborer - Trac Drill **DISTRICT** 9

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

WAGES

Per Hour Paid:	07/01/2015
Hydraulic Trac Drill	$ 51.10
Hydraulic Trac Drill Chuck Tender	44.10
Air Trac, Wagon, Quarry Bar	50.31
Power Tool (Chipper & Jackhammer)	49.27
Chuck Tender & Nipper	43.35
Blaster	55.74
Blaster Hydraulic	56.56
Powder Carrier	45.38
Magazine Keeper	29.53

SUPPLEMENTAL BENEFITS

Per Hour Paid:	07/01/2015
All Classifications	$ 26.94 plus $5.50*

* This portion subject to same premium as overtime wages

OVERTIME PAY
Magazine Keeper See (B2,H) on OVERTIME PAGE.

ALL OTHERS SEE (D,E,Q) on OVERTIME PAGE.

HOLIDAY
HOLIDAY:
Paid: See (5,6,11,13) on HOLIDAY PAGE.
For Magazine Keepers See (1) on HOLIDAY PAGE

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

9-29

Laborer - Tunnel 02/01/2016

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 9

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

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

GROUP 7: Top Nipper

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

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

WAGES: (per hour)

Laborer(Compressed Air):	07/01/2015
GROUP 6	$ 62.83
GROUP 7	$ 61.68
GROUP 8,9	$ 60.56
GROUP 10	$ 52.98

Note: For jobs bid before July l, 2010 employer shall pay $6.00 per day for each one half (1/2) mile or fraction starting from a point 500 feet from the shaft. For all jobs bid after July 1, 2010, said premium shall be $10. per day.

SUPPLEMENTAL BENEFITS
SUPPLEMENTAL BENEFITS:
per hour:

GROUP 6	$ 42.09**
GROUP 7	$ 41.35**
	$ 41.28*
GROUP 8,9	$ 40.57**
	$ 40.50
GROUP 10	$ 38.80**
	$ 38.73*

* For bids prior to 07/01/2014

OVERTIME PAY
See (D, M, *R) on OVERTIME PAGE
NOTE: Time and one-half to be paid for all overtime repair-maintenance work on existing equipment and facilities.

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

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

9-147Tnl/Comp Air

Mason 02/01/2016

JOB DESCRIPTION Mason **DISTRICT** 4

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

WAGES

Per Hour:	07/01/2015
Brick/Blocklayer	$ 54.81

SUPPLEMENTAL BENEFITS
Per Hour:

Brick/Block Layer	$ 23.23

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

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

REGISTERED APPRENTICES
(800 hour) Terms at the following Percentage of Journeyworkers Wage:

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

Supplemental Benefits per hour:

All Apprentices	$ 15.95

4-1Brk

Mason - Building 02/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 9

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

WAGES

Per hour:	07/01/2015	12/07/2015	06/06/2016
Building:			An additional
Tile Finisher	$ 41.98	$ 42.42	$ 0.97

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 21.50*	$ 20.85*
	plus $6.90	plus $8.18

* This portion of benefits subject to the same premium as overtime wages

OVERTIME PAY
See (A, *E, Q) on OVERTIME PAGE
*Double time rate after 10 hours on Saturdays

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

9-7/88-tf

Mason - Building 02/01/2016

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:	07/01/2015	01/01/2016
Marble Cutters& Setters	$ 56.53	$ 56.89

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 31.17	$ 32.06

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

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

REGISTERED APPRENTICES
Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
07/01/2015									
$22.61	$25.44	$28.27	$31.09	$33.92	$36.74	$39.57	$42.40	$48.05	$53.70
01/01/2016									
$22.76	$25.60	$28.45	$31.29	$34.13	$36.98	$39.82	$42.67	$48.36	$54.05

Supplemental Benefits per hour paid at the following term:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2015									
$22.87	$23.55	$24.26	$24.95	$25.63	$26.32	$27.03	$27.72	$29.09	$30.48
01/01/2016									
$23.03	$23.72	$24.74	$25.48	$26.20	$26.94	$27.67	$28.41	$29.87	$31.34

9-7/4

Mason - Building 02/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 9

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

WAGES

Per hour:	07/01/2015	01/01/2016
Building-Marble Restoration:		
Marble, Stone &	$ 39.50	$ 39.73

Terrazzo Polisher, etc

SUPPLEMENTAL BENEFITS
Per Hour Paid:
Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher	$ 23.88	$ 24.41

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)terms at the following wages:

	1st 0-900	2nd 901-1800	3rd 1801-2700	4th over 2700
07/01/2015	$ 27.48	$ 31.40	$35.33	$ 39.25
01/01/2016	27.81	31.78	35.76	39.73

Supplemental Benefits Per Hour:

07/01/2015	$ 21.49	$ 22.12	$ 22.75	$ 23.38
01/01/2016	22.32	23.02	23.71	24.41

9-7/24-MP

Mason - Building 02/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 9

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

WAGES

Per hour:	07/01/2015	12/07/2015	06/06/2016
Tile Setters	$ 54.31	$ 54.93	An additional $1.30

SUPPLEMENTAL BENEFITS
Per Hour:

Tile Setter	$ 24.35* plus $ 7.05	$ 23.75 plus $ 8.33

* This portion of benefit is subject to the same premium as shown for overtime wages.

OVERTIME PAY
See (*E, Q, V) on OVERTIME PAGE
* Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

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

REGISTERED APPRENTICES
Wage per hour:

Tile Setters:
(750 hr)terms 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	6750-7500
$27.45	$30.71	$34.96	$39.98	$41.99	$44.96	$46.70	$50.45	$52.61	$53.58

Supplemental Benefits per hour:

1st term	$ 14.70* plus $0.72	6th term	$ 17.85* plus $1.51
2nd term	$ 15.70* plus $0.76	7th term	$ 16.10* plus $5.81
3rd term	$ 15.70* plus $0.80	8th term	$ 16.60* plus $5.85
4th term	$ 16.60* plus $1.17	9th term	$ 18.35* plus $6.22
5th term	$ 16.85* plus $1.19	10th term	$ 21.62* plus $6.27

* This portion of the benefit is subject to same premium as overtime wages.

9-7/52

Mason - Building 02/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 9

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

WAGES
Building:

	07/01/2015	01/01/2016
Wages per hour:		
Mosaic & Terrazzo Mechanic	$ 50.71	$ 51.08
Mosaic & Terrazzo Finisher	49.10	49.47

SUPPLEMENTAL BENEFITS
Journeyworker:
Per hour:

Mosaic & Terrazzo Mechanic	$ 32.36	$ 33.14
Mosaic & Terrazzo Finisher	32.35	33.13

OVERTIME PAY
See (A, *E, Q) on OVERTIME PAGE
Double the rate after 10 hours on Saturday

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
07/01/2015	$ 25.35	$ 27.87	$ 30.42	$ 32.94	$ 35.49	$ 38.02	$ 43.08	$ 48.16
01/01/2016	25.54	28.09	30.65	33.20	35.76	38.31	43.42	48.53

Supplemental benefits per hour:

07/01/2015	$ 16.19	$ 17.81	$ 19.42	$ 21.05	$ 22.66	$ 24.28	$ 27.52	$ 30.75
01/01/2016	16.58	18.23	19.89	21.56	23.21	24.86	28.19	31.49

9-7/3

Mason - Building 02/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 9

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

WAGES

Per hour:	07/01/2015	01/01/2016
Marble, Stone,etc.		
Maintenance Finishers:	$ 21.57	$ 21.76

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:	$ 12.20	$ 12.40

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: (750 hour)terms at the following percentage of journeyman's wage rate:		07/01/2015	01/01/2016
1st term	0-750	70%	
2nd term	750-1500	74%	
3rd trem	1501-2250	78%	
4th term	2251-3000	82%	
5th term	3001-3750	88%	
6th term	3751-4500	96%	

Supplemental Benefits: Per hour paid		
1st term	$ 11.92	$ 12.31
2nd term	11.93	12.31
3rd term	11.94	12.33
4th term	11.95	12.34
5th term	11.96	12.37
6th term	11.98	12.39

9-7/24M-MF

Mason - Building / Heavy&Highway 02/01/2016

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 9

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

WAGES

Per hour:	07/01/2015	01/01/2016
Marble-Finisher	$ 45.08	$ 45.35

SUPPLEMENTAL BENEFITS

Journeyworker: per hour paid		
Marble- Finisher	$ 30.41	$ 31.04

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

HOLIDAY
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
* Work beyond 8 hours on a Saturday shall be paid at double the rate.
** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway 02/01/2016

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

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

WAGES
Per Hour: 07/01/2015

Cement Mason $ 45.88

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday. Any make-up day must be paid at the premium rate.

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per Hour:

Cement Mason $ 32.80

OVERTIME PAY
See (*B1, E2, **Q, ***V) on OVERTIME PAGE
* Applies to 9th and 10th hours on Saturday
** "Holidays" only for Building Construction
*** Additional $10.18 to be added to all Time and a Half hours paid

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

REGISTERED APPRENTICES
(1) year terms at the following Percentage of Journeyworkers Wage.

1st Term	50%
2nd Term	60%
3rd Term	70%

Supplement Benefits per hour paid:

1st Term	$ 16.40
2nd Term	19.68
3rd Term	25.99

4-780

Mason - Building / Heavy&Highway 02/01/2016

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

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

WAGES
WAGES

NOTE: Shall include but not limited to Precast concrete slabs (London Walks)
Marble and Granite pavers 2'x 2' or larger.
Per Hour:
07/01/2015

Stone Setter $59.14

Stone Tender $41.11

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter	$ 28.10
Stone Tender	18.37

OVERTIME PAY
See (*C, **E, Q) on OVERTIME PAGE
* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.
** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY
Paid: See (*18) on HOLIDAY PAGE
Overtime: See (5, 6, 10) on HOLIDAY PAGE
Paid: *Must work First 1/2.

REGISTERED APPRENTICES
Per Hour:

Stone Setter(800 hour) terms at the following Percentage of
Stone Setters wage rate per hour:

1st	2nd	3rd	4th	5th	6th
50%	60%	70%	80%	90%	100%

Supplemental Benefits:
All Apprentices $18.31

4-1Stn

Mason - Heavy&Highway 02/01/2016

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 4

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

WAGES
Per Hour: 07/01/2015

Pointer, Caulkers & Cleaners	$ 47.41

SUPPLEMENTAL BENEFITS
Per Hour:

Pointer, Cleaners & Caulkers	$ 24.60

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

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

REGISTERED APPRENTICES
Wages per hour:

One (1) year terms at the following wage rates.

1st	2nd	3rd	4th
$ 25.01	$ 27.25	$ 32.24	$ 38.66

Apprentices Supplemental Benefits:
(per hour paid)

$ 4.75	$ 9.70	$ 12.45	$ 12.45

4-1PCC

Operating Engineer - Building 02/01/2016

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)	07/01/2015	07/01/2016 An Additional
Building Construction:		
Party Chief	$ 66.52	$ 2.64
Instrument Man	$ 52.95	$ 2.25
Rodman	$ 36.24	$ 1.78
Steel Erection:		
Party Chief	$ 67.76	$ 2.52
Instrument Man	$ 54.07	$ 2.16
Rodman	$ 38.11	$ 1.73
Heavy Construction-NYC counties only: (Foundation, Excavation.)		
Party Chief	$ 72.18	$ 2.80
Instument man	$ 54.57	$ 2.30
Rodman	$ 46.74	$ 2.08

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015
Steel Erection Only	$ 19.80* + 6.65
All Other Classifications	$ 20.05* + 6.65

* This portion subject to same premium as wages

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

9-15Db

Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction — 02/01/2016

JOB DESCRIPTION Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction **DISTRICT** 9

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

WAGES
STEEL ERECTION:

Group 1: Derrick, travelers, tower, crawler tower & climbing cranes

Group 2: Oiler (Truck Crane)

Group 3: Oiler (Crawler Crane)

BUILDING CONSTRUCTION:

Group 1: Installing, repairing, maintaining, dismantling of all equipment including Steel cutting& bending machines, mechanical heaters, mine hoists, climbing cranes, tower cranes, Linden Peine, Lorain, Liebherr, Mannes and machines of a similar nature;Well Point system, Deep Well pumps, Concrete mixers with loading devices, Concrete plants, motor generators (When used for temporary power and lights(Driving maintenance trucks and mounted-welded machines)-All Pumps(excluding River Cofferdam Pumps and Well Point Pumps), Motorized Concrete Buggies(When three or more are on jobsite), Skid-Steer and similar machines

Group 2:Maintenance of: Pumps, Generators,Mixers,Heaters

Group 3: Oilers of all gasoline, electric, deisel or air operated Gradalls; Concrete Pumps, Overhead Cranes in Power Houses,Assist in oiling, greasing and repairing of all machines, including: Driving Truck Cranes, Driving and operating Fuel and Grease Trucks, Cherry Pickers(Hydraulic Cranes) over 70,000 GVW and machines of a similar nature

Group 4: Oiler on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors(3 or more in battery)

Group 5: Maintenance on Radiant Mechanical Heaters

HEAVY CONSTRUCTION (Excavation, Foundations, etc)

Group 1:Maintenance of: Generators, Light Towers

Group 2:Maintenance of: Pumps, Mixers including mudsucking

Group 3: Base Mounted Tower Cranes

Group 4: Installing, repairing, maintaining, dismantling(of all equipment including Steel cutting & Bending machines, Fusion Coupling Machines, Vermeer Trenching machines, on-site crushing plant, mechanical heaters(1 through 7),Mine hoists, Tower Cranes, Linden Peine, Lorrain, Lebherr, Mannes or machines of a similar nature, Wellpoints)-Driving maintenance trucks and truck mounted welding machines, burning, welding-operating of accumilator for shield-driven tunnels, in addition to the performance of other duties:Handling,installation, jointing, coupling of all perminent steel and plastic pipe. RIDE UPON MOLES-tunnel boring machines-MICRO TUNNELING SYSTEMS, All temporary pipefitting;When three or more motorized concrete buggies(Ride type)are utilized on the jobsite they shall be serviced, maintained and repaired by the maintenance engineer.The Operating Engineer on autograde(C.M.I.)is to be assisted by the maintenance engineer who shall in addition perform other duties.

WAGES:

Per hour:	07/01/2015	07/01/2016
Steel Erection:		An additional
Group 1	$ 65.97	$ 2.52
Group 2	62.15	2.42
Group 3	48.84	2.06
Building Construction:		
Group 1	$ 63.08	$ 2.58
Group 2	50.42	2.22
Group 3	60.28	2.50
Group 4	46.41	2.11
Group 5	40.91	1.95
Heavy Construction:		
Group 1	$ 47.24	$ 2.13
Group 2	48.31	2.16
Group 3	87.74	3.28
Group 4	68.31	2.73

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015
All Classifications	$ 21.25* plus $6.90

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

OVERTIME PAY
See (D, O) on OVERTIME PAGE

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

REGISTERED APPRENTICES
Wages Per Hour:

(1) year terms at the following wage rates:

Apprentices:	1st	2nd	3rd	4th.
07/01/2015	$29.80	$35.80	$38.76	$41.72

Supplemental Benefits:
Per Hour:
All Apprentices: $ 9.50* Plus 6.90
* This portion of benefits subject to same premium as wages.

9-15Ab

Operating Engineer - Building / Heavy&Highway 02/01/2016

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway **DISTRICT** 9

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

WAGES
EQUIPMENT COVERED: Jet-Rodder/Vacuum Truck, Flusher, Sewer Rodder, Stetco Hoist and similar, Sewer Winch/Tugger Hoist and similar, Vacall/Vactor, Closed Circuit Television Inspection Equipment, Chemical Grouting Equipment and similar, John Beame, Meyers and similar.

Per Hour:	07/01/2015	07/01/2016 An Additional
Maintenance Engineer (Sewer Systems)	$ 68.31	$ 2.73

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2015

Journeyman $ 21.25*
plus $ 6.90
*This porion of benefits subject to same premium as wages.

OVERTIME PAY
See (D, O) on OVERTIME PAGE

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

REGISTERED APPRENTICES
Per Hour:

(1) year terms at the following wage rates.

1st	2nd	3rd	4th
$29.80	$35.80	$38.76	$41.72

Suppllemental Benefits:
Per Hour:

All Apprentices: $ 9.50*plus an additional $ 6.90
* This portion of benefits subject to the same premium as overtime wages

9-15Sewer

Operating Engineer - Building & Steel Erection 02/01/2016

JOB DESCRIPTION Operating Engineer - Building & Steel Erection **DISTRICT** 9

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

WAGES
Per Hour: 07/01/2015
STEEL ERECTION:

Three Drum Derricks	$ 83.85
Cranes,Two Drum Derricks, Hydraulic Cranes & Fork Lifts, Boom Trucks	$ 80.82
Compressors, Welding Machines, Bridge Inspection Machines, Moog and machines of a similar nature)	$ 50.54
Compressors(Not combined with welding machines)	$ 48.43

BUILDING CONSTRUCTION:

Cranes, Stone Derrick, Boom Trucks, Hydraulic Cranes	$ 80.36
Double Drum	$ 76.21
4 Pole Hoists and Single Drum Hoists	$ 73.82
Fork Lifts,Plaster(Platform Machine)Plaster Bucket, Concrete Pumps and all other equipment used for hoisting	$ 67.72
House Cars and Rack & Pinion	$ 59.99
*House Cars (New Projects)	$ 49.15
Erecting and dismantling Cranes	$ 74.54
Compressors, Welding Machines(Cutting Concrete-Tank Work), Paint Spraying, Sand Blasting, Pumps(With the exclusion of concrete pumps), House Car (Settlement basis only), All Engines irrespective of power(Power-Vac)used to drive auxiliary equipment Air, Hydraulic,etc.,Boilers, Jacking System	$ 52.30

*APPLIES TO PROJECTS STARTED AFTER 07/01/2011.

APPLICABLE TO ALL CATEGORIES:
CRANES: Crawler Or Truck

	In Addition To Above Crane Rates
100' to 149' Boom	$ 1.75/hr
150' to 249' "	2.00/hr
250' to 349' "	2.25/hr
350' to 450' "	2.75/hr
Tower Crane	2.00/hr

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015
All Operator Classes	$ 20.20* plus $ 5.70

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

OVERTIME PAY

See (*C, **D, O) on OVERTIME PAGE
*Applies to Building Construction category
**Applies to Steel Erection

HOLIDAY

Paid: See (5, 6, 7, 8, 11, 12, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 8, 11, 12, 16) on HOLIDAY PAGE
Codes 8 and 12 apply ONLY to Steel Erection
Code 16 applies ONLY to Building Construction

REGISTERED APPRENTICES

Wage Per Hour:

Apprentices (1) year terms at the following rates:

1st	2nd	3rd
$35.79	$43.13	$50.47

Supplemental Benefits Per Hour:

Straight Time	$ 9.95*

plus $ 5.70
* This portion of benefits subject to the same premium as shown for overtime wages.

9-14 B&S

Operating Engineer - Heavy Construction 1 — 02/01/2016

JOB DESCRIPTION Operating Engineer - Heavy Construction 1 **DISTRICT** 9

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

WAGES
(For Groups 23 - 28, see Operating Engineer - Heavy Construction 2)

Group 1: Tower Crane/Climbing Crane

Group 2: Backhoes (Including all track and rubber tire backhoes over 37,000 lbs), Power Shovels, Steel Erection:Hydraulic Clam Shells,Moles and machines of a similar nature

Group 3: Mine Hoists, Cranes, etc, used as Mine Hoists

Group 4: Gradalls, Keystones, Cranes (With digging buckets), Bridge Cranes, Trenching Machines, Vermeer Cutter and machines of a similar nature

Group 5: Pile Drivers and Rigs (Employing Dock-Builders Foreman), Derrick Boats, Tunnel Shovels,

Group 6: All Drills and machines of a similar nature

Group 7: Back-Filling Machines and Cranes, Mucking Machines, Dual Drum Pavers

Group 8: Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power House (Low pressure units)

Group 9: Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoists, Power Houses (Other than above)

Group 10: Concrete Mixer

Group 11: Elevators

Group 12: Concrete Breaking Machines, Single Drum Hoists, Load Masters, Locomotives and Dinkies (Over 10 tons), Hydraulic Crane-Second Engineer

Group 13: On-Site Concrete Plant Engineers, On-Site Asphalt Plant Engineer and Vibratory Console

Group 14: Barrier Mover, Barrier Transport and machines of a similar nature

Group 15: Compressors (Portable, 3 or more), Truck Compressor (Engineer Driver), Tugger Machines, Well Point Pumps, Chum Drill

Group 16: Boilers(High pressure),Compressors, Pumps(River Cofferdam) and Welding Machines(except where arc is operated by another Operating Engineer) Push Button Machines, All Engines,irrespective of power(Power Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Group 17: Utility-Horizontal Boring Rig

Group 18: Utility Compressors

Group 19: Paving-Asphalt Spreader, Autograde (C.M.I.), Roto-Mill

Group 20: Paving-Asphalt Roller

Group 21 Paving-Asphalt Plant

Group 22: Roller (non paving, all sizes)

WAGES:(per hour)	07/01/2015
Group 1	$ 96.54
Group 2	80.74
Group 3	83.12
Group 4	81.29

Group 5	79.81
Group 6	76.87
Group 7	78.20
Group 8	76.14
Group 9	74.64
Group 10	71.65
Group 11	67.34
Group 12	68.70
Group 13	69.19
Group 14	62.70
Group 15	53.73
Group 16	50.36
Group 17	72.71
Group 18	50.08
Group 19	76.14
Group 20	74.32
Group 21	63.85
Group 22	74.32

Cranes: Crawler or Truck

100' to 149'	$0.50 per hour additional to above Crane Rates
150' to 249'	$0.75 per hour additional to above Crane Rates
250' to 349'	$1.00 per hour addiional to above crane Rates
350' to 450'	$1.50 per hour additional to above crane Rates

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2015
Groups 1-22
Regular Time $ 20.20* plus $ 5.70

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

OVERTIME PAY
See (D, O) on OVERTIME PAGE

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

REGISTERED APPRENTICES
Per Hour:
(1) year terms at the following wage rates:

	1st	2nd	3rd
Groups 1-22	$35.79	$43.13	$50.47

Supplemental Benefits:
Per Hour:
Groups 1-22
Regular Time $ 9.95* plus $ 5.70

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

9-14 HC

Operating Engineer - Heavy Construction 2 — 02/01/2016

JOB DESCRIPTION Operating Engineer - Heavy Construction 2 **DISTRICT** 9

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

WAGES
(For Groups 1 - 22, see Operating Engineer - Heavy Construction 1)

Group 23: Cherry Picker (Over 20 tons), Loader (Over 6 yards)

Group 24: Backhoes and Loaders (Up to 37,000lbs), Bulldozers, Scrapers, Turn-A-Pulls, Tugger Hoists, Tractors, Hysters, Rooustabout Cranes, Conveyers, Balast Regulators (Ride On), Track Removal Machine or similar, Motor Graders, Locomotives (10 tons and under),Curb & Gutter Pavers and machines of a similar nature

Group 25:Post Hole Digger,Ditch Winch, Road Finishing Machines, Rollers (5 tons and under, Dual Purpose Trucks,Forklifts, Dempsey Dumpsters, Fireman

Group 26: Oiler (Gradalls, Concrete Pumps, Cold Planers Grader)

Group 27: Oiler (Crawler Cranes, Backhoes, Trenching Machines, Compressors (3 or more in battery)

Group 28:Steam Equipment Operator (Water rigs, steam shovels, power boilers, derrick boats)

WAGES:(per hour)	07/01/2015
Group 23	$70.51
Group 24	68.60
Group 25	65.40
Group 26	62.22
Group 27	44.99
Group 28	65.40

Cranes: Crawler or Truck

100' to 149'	$0.50 per hour additional to above Crane Rates
150' to 249'	$0.75 per hour additional to above Crane Rates
250' to 349'	$1.00 per hour addiional to above crane Rates
350' to 450'	$1.50 per hour additional to above crane Rates

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2015

Groups 23-28

Regular Time $ 21.25* plus $6.90

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Per Hour:
(1) year terms at the following wage rates:

	1st	2nd	3rd	4th
Groups 23-28	$29.80	$35.80	$38.76	$41.72

Supplemental Benefits:
Per Hour:
Groups 23-28

Regular Time $ 9.50* plus $ 6.90

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

9-15 HC

Operating Engineer - Marine Construction 02/01/2016

JOB DESCRIPTION Operating Engineer - Marine Construction **DISTRICT** 4

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:

DREDGING OPERATIONS	07/01/2015
CLASS A	
Operator, Leverman, Lead Dredgeman	$ 35.63

CLASS A1 Dozer,Front Loader Operator	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.
CLASS B Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	$ 30.81
Certified Welder, Boat Operator(licensed)	$ 29.01
CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	$ 28.22
Welder (please add)$ 0.06	
Boat Operator	$ 27.30
CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	$ 22.68
Oiler(please add)$ 0.09	

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2015
All Classes A & B	$ 9.99 plus 8% of straight time wage, Overtime hours add $ 0.63
All Class C	$ 9.69 plus 8% of straight time wage, Overtime hours add $ 0.48
All Class D	$ 9.39 plus 8% of straight time wage, Overtime hours add $ 0.33

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Operating Engineer - Survey Crew - Consulting Engineer 02/01/2016

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 Duchess 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:	07/01/2015	07/01/2016
Survey Classifications		An Additional
Party Chief	$ 37.04	$ 2.24
Instrument Man	30.59	1.98
Rodman	26.52	1.82

SUPPLEMENTAL BENEFITS
Per Hour:

All Crew Members: $ 19.10

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 02/01/2016

JOB DESCRIPTION Painter **DISTRICT** 8

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

WAGES

Per hour:	07/01/2015
Brush	$ 43.75
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	43.75
Spray & Scaffold	46.75
Fire Escape	46.75
Decorator	46.75
Paperhanger/Wall Coverer	41.08

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2015
Paperhanger	$ 29.33
All others	20.97
Premium*	23.47*

*Applies only to "All others" catergory,not paperhanger journeyman.

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
Indentured after 5/31/93 (1) year terms at the following wage rate.
(per hour)

	07/01/2015
Appr 1st term...	$ 16.55
Appr 2nd term...	21.66
Appr 3rd term...	26.24
Appr 4th term...	35.02

Spplemental benefis:
(per Hour worked)

Appr 1st term...	$ 10.23
Appr 2nd term...	12.92
Appr 3rd term...	15.20
Appr 4th term...	19.70

8-NYDC9-B/S

Painter 02/01/2016

JOB DESCRIPTION Painter **DISTRICT** 8

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

PARTIAL COUNTIES
Nassau: Atlantic Beach, Ceaderhurst, East Rockaway,Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike &Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St.Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour:	07/01/2015	12/30/2015	06/29/2016
Drywall Taper	$ 50.48	$ 50.98	$ 51.48

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015	12/30/2015	06/29/2016
Journeyworker:	$ 18.97	$ 18.97	$ 18.97

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

12 months' terms(year consists of 1500 hours).

	07/01/2015	12/30/2015	06/29/2016
1st year	$ 20.19	$ 20.39	$ 20.59
2nd year	$ 30.29	$ 30.59	$ 30.89
3rd year	$ 40.38	$ 40.78	$ 41.18

Supplemental Benefits per hour worked:

One (1) year term at the following dollar amount:

1st term	$ 10.25	$ 10.25	$ 10.25
2nd term	$ 16.43	$ 16.43	$ 16.43
3rd term	$ 19.25	$ 19.25	$ 19.25

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel 02/01/2016

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 Worked:
STEEL:

Bridge Painting:	07/01/2015	10/01/2015

From May 1st to Nov. 15th -		
	$ 48.00	$ 49.00
	+ 5.63*	+ 6.13*
From Nov. 16th to April 30th -		
	$ 48.00	$ 49.00
	+ 5.63*	+ 6.13*

*Not subject to overtime and limited to first 40 hours
NOTE: All premium wages are to be calculated on $48.00 or $49.00 per hour only.

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

Power Tool/Spray is an additional $6.00 per hour above hourly rate, whether straight time or overtime

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 Worked:

Journeyworker:	07/01/2015	10/01/2015
From May 1st to Nov. 15th -		
Hourly Rate up to 40 hours	$ 28.95	$ 29.95
Hourly Rate after 40 hours	7.50	7.50
From Nov. 16th to April 30th -		
Hourly Rate up to 50 hours	28.95	29.70
Hourly Rate after 50 hours	7.50	7.50

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

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 Worked):

Apprentices: (1) year terms

	07/01/2015	10/01/2015
1st 90 days	$ 21.45	$ 22.05
1st year after 90 days	21.45	22.05
2nd year	32.18	33.08
3rd year	42.90	44.10

Supplemental Benefits per hour worked:

	07/01/2015	10/01/2015
1st 90 days	$ 8.83	$ 9.23
1st year after 90 days	11.58	11.98
2nd year	17.37	17.97
3rd year	23.16	23.96

8-DC-9/806/155-BrSS

Painter - Line Striping 02/01/2016

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):	07/01/2015
Striping-Machine Operator*	$ 27.11
Linerman Thermoplastic	$ 32.37

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2015
Journeyworker:	
Striping-Machine operator	$ 14.18
Linerman Thermoplastic	$ 14.55

OVERTIME PAY
See (B, E, E2, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

8-1456-LS

Painter - Metal Polisher 02/01/2016

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

	07/01/2015	06/01/2016	06/01/2017
Metal Polisher	$ 28.07	$ 28.88	$ 29.73
Metal Polisher**	29.02	29.83	30.68
Metal Poilsher***	31.57	32.38	33.23

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

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015	06/01/2016	06/01/2017
Journeyworker:			
All classification	$ 9.12	$ 9.26	$ 9.41

OVERTIME PAY
See (B, E, E2, 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:

	07/01/2015	06/01/2016
1st year	$ 11.75	$ 11.75
2nd year	13.00	13.00
3rd year	15.75	15.75

Supplentals benefits:
Per hour paid:

1st year	$ 6.26	$6.26
2nd year	6.37	6.37
3rd year	6.51	6.51

8-8A/28A-MP

Plasterer **02/01/2016**

JOB DESCRIPTION Plasterer **DISTRICT** 9

ENTIRE COUNTIES
Kings, Nassau, Queens, Suffolk

PARTIAL COUNTIES
New York: Includes work in all islands in New York City, except Manhattan

WAGES
Per hour:

	07/01/2015
Building:	
Plasterer/Traditional	$ 35.53

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyworker	$ 21.80

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:
(per hour)
(1) year terms at the following % of Journeyworkers wage rate:

First year:	
1st 6 months	40%
2nd 6 months	45%
Second year:	
1st 6 months	55%
2nd 6 months	60%
Third year:	
1st 6 months	70%
2nd 6 months	75%

Supplemental Benefits:
(per hour paid):
6 month terms:

1st six months	$ 8.37
2nd six months	$ 9.35
3rd six months	$ 11.35
4th six months	$ 12.33
5th six months	$ 14.33
6th six months	$ 15.33

9-262-Z1

Plasterer **02/01/2016**

JOB DESCRIPTION Plasterer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, New York, Richmond

WAGES

Per hour:	07/01/2015
Plasterer/Traditional	$ 35.53

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyworker	$ 25.19

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:
(per hour paid):

(1) year terms at the following percentage of Journeyworkers wage.

First year:	1st 6 months	2nd 6 months
	40%	45%
Second year:	1st 6 months	2nd 6 months
	55%	60%
Third year:	1st 6 months	2nd 6 months
	70%	75%

Supplemental Benefits:
(per hour paid):
(1) year term broken down into six months period:

First year:	
1st six months	$ 9.35
2nd six months	$ 10.58
Second year:	
1st six months	$ 12.58
2nd six months	$ 13.59
Third year:	
1st six months	$ 15.61
2nd six months	$ 16.64

9-262-Z2

Plumber 02/01/2016

JOB DESCRIPTION Plumber **DISTRICT** 9

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

WAGES
Per hour worked:

	07/01/2015	10/01/2015	01/01/2016	04/01/2016 Additional
Plumber	$ 65.55		$ 65.95	
Temporary Service**	52.22		52.54	
Repairs &Maintenance***	39.55	$ 39.70		$ 1.00

** Temporary Service- Includes Maintenance of cooling & heating apparatus, maintenance work on pneumatic systems during the construction period, and work on temporary heat. All hours paid at straight time, including holidays.

***THERE ARE NO HELPERS UNDER THIS CLASSIFICATION; WHEN USING APPRENTICES, MUST FOLLOW RATIO FOR PLUMBERS

***Repair & Maintenance work is any repair and/or replacement of present plumbing system that does not change existing roughing or water supply lines.

On tower work, bridges, elevated highway, or buildings, where pipe is being installed, fifty (50) or more feet vertically in a free drop from its base,an additional $1.00 per hour.

SHIFT WORK:
Shift work,when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven(7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift.
A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M.and midnight shifts.
For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits.
For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:00 P.M. is not considered shift work, and therefore not subject to shift premium.

SUPPLEMENTAL BENEFITS
Per hour worked:

Plumber	$ 28.10		$ 29.00
Temporary Service	22.00		22.72
Repair & Maintenance	13.31	$ 13.91	

OVERTIME PAY

Plumber	See (C, O, V) on OVERTIME PAGE.
Repairs & Maintenance	See (B, H) on OVERTIME PAGE.

When calculating premium pay, subtract $ 0.33 from regular hourly wage rate for Plumber Classification and Repairs & Maintenance, subtract $ 0.31 from regular hourly wage for Temporary Service.

HOLIDAY

Plumber	
Overtime:	See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE.
Repairs & Maintenance	
Paid:	See (1) on HOLIDAY PAGE.
Overtime:	See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:

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

	1st&2nd	3rd&4th	5th&6th	7th&8th	9th	10th
07/01/2015	$ 14.28	$ 24.15	$ 26.25	$ 29.10	$ 30.50	$ 42.57
01/01/2016	14.28	24.35	26.45	29.30	30.70	42.77

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

	1st	2nd	3rd-10th
07/01/2015	$ .43	$ 2.68	$ 12.48
01/01/2016	.43	2.68	12.93

Note: The Repairs & Maintenance Category has NO Apprentices.

9-1

Roofer 02/01/2016

JOB DESCRIPTION Roofer **DISTRICT** 9

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

WAGES

Per Hour:	07/01/2015
Roofer/Waterproofer	$ 42.20

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Journeyworker $ 28.93

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 terms at the following percentage of Journeyworkers hourly wage.

1st	2nd	3rd	4th
35%	50%	60%	75%

Supplements per hour paid at the following rates:

1st	2nd	3rd	4th
$ 2.70	$ 14.76	$ 17.59	$ 21.85

9-8R

Sheetmetal Worker 02/01/2016

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2015	08/01/2015
Sheetmetal Worker	$ 50.91	$ 51.85
Temporary Operation or Maintenace of Fans	41.52	42.46

SUPPLEMENTAL BENEFITS

Per Hour:		
Sheetmetal Worker	$ 42.60	$ 43.54
Maintenance Worker	42.60	43.54

OVERTIME PAY

See (A, E, E2, Q, V) on OVERTIME PAGE
For Maintenance See Codes B,E, Q & V

HOLIDAY

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

REGISTERED APPRENTICES

Per Hour:Wages

Six(6) Month Terms As Follows:

1st Term	$ 17.83	$ 18.19
2nd Term	17.83	18.19
3rd Term	22.91	23.36
4th Term	22.91	23.36
5th Term	28.00	28.54
6th Term	30.55	28.54
7th Term	35.64	36.32
8th Term	38.18	38.90
9th Term	40.73	41.49

Per Hour: Supplemental Benifits

1st Term	$ 15.76	$ 15.98
2nd Term	15.76	15.98

3rd Term	21.80	22.13
4th Term	21.80	22.13
5th Term	25.58	26.03
6th Term	27.49	26.03
7th Term	31.27	31.87
8th Term	33.17	33.85
9th Term	35.07	35.79

4-28

Sheetmetal Worker 02/01/2016

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

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

WAGES
Per Hour: 07/01/2015

Sign Erector $ 45.60

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

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2015

Sign Erector $ 40.25

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
$11.08	$12.55	$14.04	$15.51	$21.93	$23.86	$26.46	$28.45	$30.42	$32.40

4-137-SE

Steamfitter 02/01/2016

JOB DESCRIPTION Steamfitter **DISTRICT** 4

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

WAGES
Per Hour: 07/01/2015

Steam/Sprinkler Fitter $ 61.06

Temporary Heat & AC $ 46.42

NOTE: Add 30% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS
Per Hour:

Steam/Sprinkler $ 47.27

Fitter

Temporary $ 38.78
Heat & AC

OVERTIME PAY
See (C, *D, O, V) on OVERTIME PAGE
(*D) On all HVAC and Mechanical contracts that do not excedd $15,000,000. and on all fire protection/sprinklet contracts that do not exceed $1,500,000.

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

REGISTERED APPRENTICES
1 year Terms at the Following:

WAGES per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
$ 24.46	$ 30.56	$ 39.71	$ 48.86	$ 51.91

SUPPLEMENTAL BENEFIT
Per Hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
$ 19.30	$ 23.92	$ 30.81	$ 37.72	$ 40.02

4-638A-StmSpFtr

Steamfitter 02/01/2016

JOB DESCRIPTION Steamfitter **DISTRICT** 4

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

WAGES
Per Hour: 07/01/2015

AC Service/Heat Service $ 39.25
Steamfitter Maintenance

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
Refrigeration Compressor installation up to 5hp (combined).
Air Condition / Heating Compressor installation up to 10hp (combined).

SUPPLEMENTAL BENEFITS
Per Hour

AC Service/Heat Service $ 10.75
Steamfitter Maintenance

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

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

4-638B-StmFtrRef

Teamster - Heavy Construction 02/01/2016

JOB DESCRIPTION Teamster - Heavy Construction **DISTRICT** 4

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

WAGES
Per Hour:

Dump Trucks/Drivers (Debris Removal, Street Level and below)

07/01/2015

Dump Trucks $ 39.525
Tractor Trailers $ 39.495

Euclid/Turnapull	$ 40.06

SUPPLEMENTAL BENEFITS
Per Hour:

Dump Trucks	
Up to 40 Hours Worked	$ 41.5925
Over 40 Hours Worked	$ 14.90
ALL OTHERS	
Up to 40 Hours Worked	$ 43.3525
Over 40 Hours Worked	$ 16.65

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

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE
Note: Employees receive 2 hours of Holiday Pay for each day worked in holiday week (not to exceed 8 hours)

4-282

Welder 02/01/2016

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 07/01/2015

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, if worked

(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, if worked

(U) Four times the hourly rate for Holidays, if worked

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

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

BID PROPOSAL FORM

NYS Office of General Services
Financial Administration
32nd FL - Corning Tower, Empire State Plaza
Albany, NY 12242

CONTRACT NO._____
(to be completed by agency**)**

Contractor's Name_____

NOTE: This Bid Proposal Form must be completed and signed and submitted with four (4) Originals and one (1) exact copy.

The above Contractor agrees to furnish and install Solar Shades at the Adam Clayton Powell Jr. State Office Building in Harlem, NY in accordance with the specifications in this IFB for the prices bid below.

Price shall be represented as a per window price that shall be inclusive of all costs including product, installation, travel, licenses, insurance, administrative, profit and other ancillary costs.

- Price per **54 1/2" wide by 109 5/8" tall** window in **Beige** $_____ x 450 windows= (**A**) $_____
- Price per **54" wide by 109 5/8" tall** window in **Beige** $_____ x 223 windows= (**B**) $_____
- Price per **49 5/8" wide by 109 5/8" tall** window in **Beige** $_____ x 128 windows= (**C**) $_____
- Price per **53" wide by 109 5/8" tall** window in **Beige** $_____ x 32 windows = (**D**) $_____
- Price per **48 1/2" wide by 109 5/8" tall** window in **Beige** $_____ x 32 windows = (**E**) $_____
- Price per **38 1/2" wide by 109 5/8" tall** window in **Beige** $_____ x 31 windows = (**F**) $_____

TOTAL BID FOR THIS PROJECT
(A + B + C+ D + E + F)= **$**_____

_____
DATE

_____
SIGNATURE

_____
PRINT NAME / TITLE

Attachment 2 - Facility Site Visit Verification Form

I, _____, representing
(Name)

_____,_____
(Company name) (Address)

by personal examination of the specification and review of the actual work to be performed at the

Adam Clayton Powell Jr. State Office Building

New York, NY 10027

on _____2016, at _____
(Date) (Time)

met with the Facility Manager and designated representative to comply with the site visit verification requirement as stated in the contract specification.

_____, _____
(Company representative signature) (Date)

_____,_____
(Email Address) (Telephone Number)

FOR THE OFFICE OF GENERAL SERVICES' USE ONLY

Verification of site visit confirmed by OGS representative.

Print Name: _____

Title: _____

Signature: _____

Proposal Submission Checklist

Section	Checklist Item	Done √
Bid Proposal Form *(Four Original and One Exact Copy)*		
Attachment 1	Each line completed with no lines omitted	
	Calculations correct	
	Signed by Authorized Bidder's Representative	
Administrative Submission *(Four Originals and One Exact Copy)*		
Appendix B	Contractor Information Page	
Appendix B	Corporate Acknowledgement (must be notarized)	
Appendix B	Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law	
Appendix B	Offerer Disclosure of Prior Non-Responsibility Determinations	
Appendix B	Offerer's Certification of Compliance with State Finance Law §139-k(5)	
Appendix B	Contractor Certification (ST-220-TD 12/11) (Submitted directly to Taxation & Finance)	
Appendix B	Contractor Certification To Covered Agency (ST-220-CA 12/11)	
Appendix B	MacBride & Non-Collusive Bidding Certification	
Appendix B	Diesel Emission Reduction Act	
Appendix B	Small Business Enterprise Certification	
Appendix B	Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance	
	Vendor Responsibility Questionaire (can be found at http://portal.osc.state.ny.us)	
	EEO 100 Staffing Plan (can be found at http://www.ogs.ny.gov/MWBE/Forms.asp)	
	MWBE 100 (can be found at hhtp://www.ogs.ny.gov/MWBE/Forms.asp)	
Addenda *(Four Originals and One Exact Copy)*		
	Signed bid addenda (if applicable)	
Cover Letter *(One Original and Four Copies)*		
	Understands all terms and conditions contained in this IFB and will comply with all the provisions of this IFB.	
	Have addressed how your company will be ready to start services within 45 days of OSC approval	
	Full contact information of Bidders Representative	
	Bidder's Representative signed the Cover Letter	
Minimum Qualifications *(One Original and Four Copies)*		
	Confirmation of Ability to meet minimum qualifications	
	Contact information (Name, phone number, and address) from qualifying project	
	Staffing plan, including any Subcontractors	

Proposal Submission Checklist

Section	Checklist Item	Done √
Experience & Operational Plan *(One Original and Four Copies)*		
	Description of Bidder's experience with installing Solar Shades in a commerical or government building	
	Staffing plan, including the use of any subcontractors	
Facility Site Visit Verification Form *(One Original and Four Copies)*		
Attachment 2	Filled out with Facility Manager's signature	

I certify, with my signature below, that all required information listed above is completed and included in this bid submission.

Authorized Signature: _____

Date: _____

Print Name and Title: _____

Company represented: _____