REQUEST FOR PROPOSAL (RFP) NUMBER 1967 SOLICITED BY THE

NEW YORK STATE OFFICE OF GENERAL SERVICES

FOR

BIRD SCAT REMOVAL AND CLEANING AT

NEW YORK STATE FACILITIES

BID DUE DATE: NOVEMBER 8, 2016 @ 2 :00 PM

ISSUE DATE: SEPTEMBER 16, 2016

Designated Contact:

Eric Schantz

Voice: 518-474-5981

E-mail: eric.schantz@ogs.ny.gov

Alternate Contact:

Beth Maus

Same

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Alternate Contact:

Bill Macey

Same

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1. INTRODUCTION

1.1 OVERVIEW

The State of New York, Office of General Services (OGS) owns and operates 20 million square feet of office space. To assist in their daily operations, OGS contracts with firms to provide various services.

The intent of this solicitation is to contract with a vendor(s) to perform professional removal and cleaning of bird scat, detritus, droppings, or other similar vector (herein referred to as scat) from the exterior of New York State OGS operated properties. This solicitation consists of the following three (3) lots:

Lot 1 – Albany Area Facilities
New York State Office buildings and facilities located in and around the Empire State Plaza in Albany, NY.

Lot 2 - Syracuse and Watertown Facilities
Senator Hughes State Office Building located at 333 East Washington Street, Syracuse NY 13202 and the Dulles State Office Building located at 317 Washington Street, Watertown, NY 13601.

Lot 3 - Albany Area Historic Buildings
Historic New York State Buildings located in Albany, NY.

A detailed description of services for all locations can be found in Section 5 – Scope of Work. Proposers can bid on one or more lots and each will be evaluated individually.

It is anticipated that this service will be performed as needed, approximately once a year, commencing in year 2016.

1.2 DESIGNATED CONTACT

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

Eric Schantz, Contract Management Specialist I
NYS Office of General Services
Financial Administration / Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Voice: 1-518-474-5981
Email: eric.schantz@ogs.ny.gov

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

Beth Maus, Contract Management Specialist I
NYS Office of General Services
Financial Administration / Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Voice: 1-518-474-5981
Email: beth.maus@ogs.ny.gov

Bill Macey, Contract Management Specialist III
NYS Office of General Services
Financial Administration / Agency Procurement Office
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 I
NYS Office of General Services
Minority and Women-Owned Business Enterprises
Corning Tower, 29th Floor, ESP
Albany, NY 12242
Voice: 1-518-486-9284
Email: anuola.surgick@ogs.ny.gov

1.3 MINIMUM PROPOSER QUALIFICATIONS

Proposers bidding on this solicitation are advised that it is the State's intent is to ensure that only responsive, responsible, qualified and a reliable Contractor(s) enter into a contract to perform the work as defined in this RFP.

Lot 1 and Lot 2

Contractor must show that they are currently performing, and have had at least three (3) years' experience in the removal, cleaning and handling/disposing of scat.

Lot 3

In addition to the minimum qualifications stated above, the State considers the following qualifications to be a pre-requisite in order to be considered as a qualified Lot 3 Proposer for purposes of this RFP.

Proposer must have a minimum of three (3) years' experience in the removal and cleaning of scat at historic buildings, including a minimum of two (2) buildings that must be either listed on the National Register of Historic Places or listed on the State Historic Preservation Office (SHPO) eligible list.

In the event that the Proposer does not meet the above qualification, they must meet one of the following two acceptable alternatives:

1) Proposer is to supply information confirming that senior management personnel of Proposer has been actively and normally engaged cumulatively for the Bidder and another firm or firms in which they also served as senior management personnel, for at least the past three (3) years in the removal and cleaning of scat at historic buildings, including a minimum of two (2) buildings that must be either listed on the National Register of Historic Places or listed on the State Historic Preservation Office (SHPO) eligible list. Provided, however, that in this case, the proposer must have been in business for at least six (6) months. Determination of what previous titles are considered Senior Management is at the discretion of OGS.

2) Proposer must provide written agreement with a subcontracted consultant with at least three (3) years' experience in the removal and cleaning of scat at historic buildings, including a minimum of two (2) buildings that must be either listed on the National Register of Historic Places or listed on the State Historic Preservation Office (SHPO) eligible list. The agreement must state that this subcontracted consultant shall assist the Proposer in developing the Lot 3 component of the Proposer's Operational Plan and will directly oversee all on-site work performed under any resultant contract. Also see sections 3.12 PRIME CONTRACTOR RESPONSIBILITIES, 6.5 CONTRACTOR INSURANCE REQUIREMENTS and 6.11 SUBCONTRACTORS.

1.4 KEY EVENTS

The Table below outlines the tentative schedule for important action dates.

Action	Date	Time
OGS issues Request for Proposal RFP #1967	September 16, 2016	
Lot 1 - Albany Area Facilities Mandatory Site Visit will begin at the Harriman Campus, Campus Manager's Office, Albany, NY. Once the Campus portion of the site visit is completed, vendors will reconvene at 11:00 am at the Empire State Plaza, Concourse Level, Rm 130, Albany NY.	October 13, 2016	9:00am
Lot 2 – Syracuse Facilities Mandatory Site Visit to be held at the Senator Hughes State Office Building 333 East Washington St. Syracuse, NY 13202	October 14, 2016	10:00am
Lot 2 – Watertown Facilities Mandatory Site Visit to be held at the Dulles State Office Building 317 Washington Street Watertown, NY 13601	October 17, 2016	10:00am
Lot 3 - Albany Area Historic Buildings Mandatory Site Visit to be held at the Empire State Plaza, Concourse Level, Room 130, Albany, NY	October 13, 2016	1:00pm
Questions to OGS Deadline	October 25, 2016	
OGS Issues a Response to Written Questions (estimated)	November 1, 2016	
Proposal Due Date to OGS	**November 8, 2016**	**2 : 00 pm**
Contract Start Date	Upon OSC Approval	

1.5 MANDATORY SITE VISIT

Proposers intending to submit a proposal must attend a mandatory site visit(s) of the lot(s) they will bid on at the following locations:

Lot 1 – Albany Area Facilities

Lot 2 – Syracuse and Watertown Facilities
Senator Hughes State Office Building 333 East Washington St. Syracuse, NY 13202
Dulles State Office Building 317 Washington Street Watertown, NY 13601

Lot 3 – Albany Area Historic Buildings

The site visits are to be held on the dates and times indicated in Section 1.4 - Key Events above. These are the only dates and times available for the facility site inspections. 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 proposal. The facilitator of the event will publicly announce the official start time of the mandatory pre-proposal site visit, which announcement shall be made no sooner than the scheduled start time stated in Section 1.4 - Key Events.

Prospective Proposers arriving after the official start time of the mandatory site visit/pre-proposal conference will be precluded from attending the mandatory site visit pre-proposal conference/, and therefore unable to submit a responsive proposal.
IMPORTANT: Due to security restrictions, Proposers are encouraged pre-register at least twenty four (24) hours in advance via e-mail with the OGS Designated Contact(s) at the e-mail address in Section 1.2 - Designated Contact. The e-mail must include:

- Legal name of proposer (Contractor name)
- Name and title for each person attending
- E-mail address and telephone number for a person to contact regarding any updates to the RFP.

It is recommended that attendees arrive at the mandatory site visit/pre-proposal conference location at least thirty (30) minutes prior to the scheduled time with photo identification.

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

The mandatory site visit/pre-proposal conference will provide an opportunity for Proposers to see firsthand items that will be subject to restoration and maintenance of this solicitation. Questions during the pre-proposal site visit will be permitted. It is suggested that the Proposer note the question and ask at the end of the tour.

Verbal answers are <u>not</u> official answers. All questions asked 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 1.4 - Key Events. Official answers to all questions will be distributed in the form of an addendum via e-mail to all attendees of the mandatory site visit/pre-proposal conference. Only answers provided by addendum are considered official.

2. PROPOSAL SUBMISSION

2.1 RFP QUESTIONS AND CLARIFICATIONS

There will be an opportunity for submission of questions and/or requests for clarification. Questions and/or clarifications must be submitted via email to the Designated Contact:

Eric Schantz, Contract Management Specialist I
OGS Division of Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower, Empire State Plaza
Albany, NY 12242
Phone: 1-518-474-5981
E-mail: eric.schantz@ogs.ny.gov

All questions must cite the particular page, section, and paragraph number, where applicable. Please submit questions as early as possible following receipt of the RFP. The final deadline for submission of any questions/clarifications regarding this RFP is listed in Section 1.4 – Key Events. Questions received after the deadline may not be answered. OGS will distribute an addendum with all Questions and Responses to Questions via email on or about the date listed in Section 1.4 – Key Events, to the Primary Contact Person for all vendors that have submitted a timely Intent to Submit a Proposal notice. Vendors that have registered their Intent to Submit a Proposal will also receive any additional updates regarding this RFP, as necessary.

2.2 PROPOSAL FORMAT AND CONTENT

In order for the State to evaluate bids fairly and completely, Proposers 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.

Proposers are encouraged to include all information that may be deemed pertinent to their proposal. Proposers may be requested to provide clarification based on the State's evaluation procedure. Any clarification will be considered a formal part of the Proposer's original proposal. If further clarification is needed during the evaluation period, OGS will contact the Proposer.

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

2.2.1 Technical Proposal

2.2.1.1 Cover Letter

The cover letter must confirm that the proposer understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP. It must also state which lot(s) you are submitting a proposal for. Further, should the contract be awarded to your company, you would be prepared to begin services on the date indicated in Section 1.4 – Key Events. The cover letter must also include the full contact information of the Proposers Representative that OGS shall contact regarding the bid. A Proposer Representative authorized to make contractual obligations must sign the cover letter.

2.2.1.2 Minimum Requirements

Proposers must submit sufficient information to prove their ability to meet the minimum qualifications as set forth in Section 1.3 for each lot being bid on.

2.2.1.3 Experience

- State the number of years the firm has been in business with an emphasis on the firm's experience in the removal of scat.

- Describe projects of similar size and complexity in which Contractor has performed scat removal work in the last (3) years. Include the scope and location of projects

- Provide three (3) references for whom work, as specified herein, has been performed and who can verify the quality of workmanship. Include contact information.

- Provide resumes, including credentials, certifications and experience, of all key staff designated to perform services for this contract.,

- If bidding on Lot 3, describe any specific experience removing, cleaning and handling/disposing of scat from historical buildings. Provide three (3) references, including contact information, attesting to work performed on National Register buildings.

2.2.1.4 Plan of Operation/Staffing Plan

1. Operational Plan
    - Methodologies - Provide a detailed outline of plans and approach for providing all services required by the Scope of Work section of this RFP. This detail should include specific information containing the following:

        - Describe the techniques being utilized by your company that will be used to remove, clean, handle and dispose of scat. If bidding on Lot 3, include any special methods/treatments to remove or clean scat from historic buildings.

        - List the equipment and cleaning agents that will be used. Describe when and how each would be used.

        - Describe methods and protocol to be established to ensure that work is performed safely on and around work site

2. Staffing Plan
    - Describe the makeup and responsibilities of the team(s) to be deployed for contract services.
    - Identify key management staff of the firm and the role they will play in this project.
    - Describe recruiting process and training program used to develop and maintain workforce.
    - Describe employee's education, training, work experience and supporting qualifications.
    - Provide a list of any subcontractors your firm may use. Describe the services the subcontractor will provide to meet the requirements of this RFP. (Refer to Section 6.11 – Subcontractors)

2.2.2 Cost Proposal

Proposer shall submit a completed Cost Proposal Form (Attachment 1) for each lot being bid on. Each Cost Proposal must be submitted in a separately sealed package within the proposal submission and must be clearly identified as the cost proposal. Each item must be complete with no lines omitted. Proposer 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 proposal.

2.2.3 Administrative Proposal

- All other required completed forms included in RFP Appendix B.

- Attachment 2 Proposal Submission Checklist

- **MWBE.** This procurement includes MWBE participation goals of which all bidders must comply. See Section 6.7 of this solicitation for specific details pertaining to this procurement opportunity. The New York State Contract System includes an MWBE Directory that can be utilized to find certified MWBE businesses to meet this requirement. (https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687)
- Signed bid addenda (if any)

- Important Notes:

  - Insurance – Proposers are reminded of the insurance requirements as described in Section 6.5. The selected Proposer will be required to provide all necessary documentation upon notification of selection.

  - Vendor Responsibility - Proposers are reminded of the requirement as described in Section 6.16, 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 PROPOSAL PREPARATION

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

2.4 PACKAGING OF RFP RESPONSE

A complete and separate technical and cost proposal must be submitted for each lot being bid on.

The Technical, Cost, and Administrative proposals (refer to Section 2.2) should be separated and identified within the submission package as follows:

Technical – One original and four exact copies, each one tabbed in 3 ring binders. No overt statements about cost shall be included in the Technical Proposal.

Cost – Four originals and one exact copy of Attachment 1 – Cost Proposal Form clearly marked "Cost Proposal" in a separate sealed envelope.

Administrative - Four originals and one exact copy

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

- Proposer 's complete name and address
- Solicitation Number – 1967
- Proposal Due Date and Time: (as indicated in Section 1.4 - Key Events)
- Proposal for Bird Scat Removal and Cleaning

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

2.5 INSTRUCTIONS FOR BID SUBMISSION

Note that these instructions supersede the generic instructions posted on the OGS website bid calendar.
Only those Proposers who furnish all required information and meet the mandatory requirements will be considered.

Submit all required bid documents to NYS Office of General Services - Division of Financial Administration at the following address:

OGS Financial Administration, Agency Procurement Office
Empire State Plaza, Corning Tower, 32nd Floor
Albany, NY 12242
Attn: Eric Schantz
Bid # 1967

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 Proposer 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 1.4 - Key Events. Proposers assume all risks for timely, properly submitted deliveries. Proposers 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.

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

Any Bid received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in the Commissioner's sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, or (ii) the Bidder has demonstrated to the satisfaction of the Commissioner that the Late Bid was caused solely by factors outside the control of the Bidder. However, in no event will the Commissioner be under any obligation to accept a Late Bid.

The basis for any determination to accept a Late Bid shall be documented in the procurement record.
Bids must remain open and valid for 60 days from the due date, unless the time for awarding the contract is extended by mutual consent of NYS OGS and the Proposer. A bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 60 day period until either tentative award of the contract(s) by issuing

Office is made or withdrawal of the bid in writing by Proposer. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing Office to the successful Proposer. This RFP remains the property of the State at all times, and all responses to this RFP, 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 24 hours prior to arrival.** 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 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://ogs.ny.gov/BU/BA/Parking/Visitor/

3. ADMINISTRATIVE INFORMATION

3.1 ISSUING OFFICE

This RFP is being released by the New York State Office of General Services, Financial Administration.

3.2 METHOD OF AWARD

Awards will be made for Lot 1, 2 and 3 to the responsive and responsible Proposer(s) affording the best value to the State. The contract(s) awarded under this solicitation will be made to the responsive and responsible Proposer(s) receiving the highest point total using the evaluation criteria listed in Section 4 - Evaluation and Selection Process.

Upon determination of the best value proposal, a contract, between OGS and the successful Proposer, will be delivered to the successful Proposer 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 selected Contractor, shall be used to establish the contract value. The established contract value shall not be exceeded.

3.3 PRICE

Proposers must submit their cost proposal for required services necessary to provide the State with the required deliverables using Attachment 1 marked "Cost Proposal Form." and include all proposed labor, equipment, materials, supplies, etc. All prices quoted shall be inclusive of all travel, licenses, insurance, administrative, profit and other ancillary costs. Any deviations, alterations, qualifiers, ranges, etc. included with the cost proposal will result in rejection of the proposal.

NOTE: Bid submitted must include a value for each item amount listed on the Cost Form. Failure to do so could result in the rejection of the proposal.

The Cost Proposal shall consist of the following:

Annual Maintenance
The annual maintenance bid price shall be represented as a lump sum per building price to provide removal and cleaning of scat from each facility.

Additional Services
For purposes of evaluating proposals on an equal basis an estimated quantity is listed on the bid form to be used to evaluate potential for any additional services.

- **Hourly Rates**
  Shall be a per person, hourly rate for labor that is not specified by the Scope of Work. The cost will be an evaluated component of the cost proposal and will be factored into the overall contract value. The estimated additional services hours are for evaluation purposes only. Contractor will only be compensated for actual hours worked on the additional services that are expressly authorized by OGS.

- **Material Markup**
  Percent Markup over actual invoice cost of parts and/or materials necessary for additional services. The estimated price of materials is for evaluation purposes only. Contractor will only be compensated for actual materials used (not to exceed 30%). Material markup only applies to additional services.

- **Equipment Rental**

If equipment rental is required for additional services contractor will be compensated for actual equipment rental costs.

Grand Total
Shall be the Grand Total Bid (sum of the Base Proposal and Additional Services on Attachment 1 - Cost Proposal Form) and will be used to determine the contract value.

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

3.4 TERM OF CONTRACT

This contract will commence on upon approval by the NYS Office of the State Comptroller and will be in effect for 5 years.

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 OGS' intent to cancel. Any cancellation by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this RFP and no liability shall be incurred by or arise against 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 6.15 – Termination.

3.5 PRICE ADJUSTMENT (ESCALATION / DE-ESCALATION)

The Contractor is to submit a bid that will be fixed for one (1) year only. On each anniversary date of the contract, the Contractor will be granted an increase or decrease in their bid, dependent upon fluctuations in the Consumer Price Index for All Items, Northeast Urban, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at http://www.bls.gov/data/ .

The 'base' month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month CPI for each applicable year and will become effective in the anniversary month. For example, if the contract is awarded in September 2015, the 'base' month will be June. If the contract allows for an adjustment after the first year, it would be based on the difference between the June 2016 CPI and the June 2017 CPI and become effective in September 2017. If the contract price is fixed for three years and allows an escalation thereafter, it would be based on the difference between the June 2018 CPI and the June 2019 CPI and become effective September 2019.

The Consumer Price Index is published around the middle of each month for the prior month (i.e. the January figure is not published until mid-February). The Contractor has the sole responsibility to request, in writing, a rate adjustment. This request must be received at the below address within three months of the base month. As long as the request is submitted and received within the required time frame, the adjustment will be processed using the base month Consumer Price Index. Once approved, the Contractor will be notified in writing. Contractor shall not submit revised invoices until such notification, at which point an invoice may be submitted for any retroactive difference owed.

Requests, in writing, must be sent to:

OGS Financial Administration, Agency Procurement Office
Empire State Plaza, Corning Tower, 32nd Floor
Albany, NY 12242

Should a Contractor fail to submit their request, to the proper location, within three months of the applicable base month date, Contractor shall be deemed to have waived their right to any increase in price, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

3.6 METHOD OF PAYMENT

For the purposes of this contract an invoice shall be submitted for payment. This invoice will contain the Contract ID number (i.e.: OGS01-C000XXX-1140000), location and facility name in its body that will itemize work completed during that month. Such itemization must include at a minimum: date of service, location where service was performed, and description of services performed. Invoices are to be submitted individually by facility. Invoices are not to contain more than one facility's itemized work. Invoices containing more than one facilities itemized work may result in a delay of payment.

Invoices shall be submitted to the Business Service Center (BSC) Accounts Payable Unit. 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 in the paragraph 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 are to be submitted for payment to:

The OGS Business Service Center
Accounts Payable **-or-** **accountspayable@ogs.ny.gov**
Empire State Plaza Station
P. O. Box 2117
Albany, New York 12220 -0117

3.7 ELECTRONIC PAYMENTS

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 (SFS), 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.

3.8 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.

3.9 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. Proposers should be aware that failure to obtain a waiver of any proposal requirement in advance of submission, and/or inclusion of extraneous terms in the form of exceptions, assumptions, qualifiers, ranges, modifications, etc. with proposal submission, may result in rejection of Proposer's proposal and disqualification from the RFP process.

Proposers 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 Section 1.4 - Key Events. 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 RFP), or directly to the requesting vendor.

3.10 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.

During the term of the contract, if either party notifies the other of a dispute or dissatisfaction, the other party will make a good faith effort to solve or settle dispute amicably, including meeting with the other party to diligently attempt to reach a satisfactory result. In the event of a dispute, the parties will continue to fulfill their obligations hereunder during the dispute resolution process. The parties agree to proceed in good faith to avoid disputes, and resolve disputes that cannot be avoided at the lowest level possible. If party representatives are unable to resolve the dispute or reach a satisfactory result within twenty days of written notice of a dispute, the dispute will be referred to successive higher levels of each organization for final decision.

3.11 EXAMINATION OF CONTRACT DOCUMENTS

- Each Proposer is under an affirmative duty to inform itself by personal examination of the specifications 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 Proposer 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 contract will be accepted by the state as an excuse for any failure or omission on the part of the Proposer to fulfill every detail of all the requirements of the documents governing the work. The Proposer, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Proposer might have fully informed itself prior to bidding.

- Any addendum issued prior to the proposal due date must be acknowledged by signature, dated and be submitted on or before the proposal due date. In awarding a contract any written addenda will become a part thereof.

- Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, shall become a part of the contract.

3.12 PRIME CONTRACTOR RESPONSIBILITIES

The State will contract only with the successful Proposer who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the RFP, and the contract resulting from the RFP.

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

3.13 GLOSSARY OF TERMS

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

“Contractor” shall mean a successful company(s) awarded a contract pursuant to this RFP.

“Request for Proposal” or “RFP” 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,” “Proposer,” or “Bidder” shall mean any person, partnership, firm, corporation or other authorized entity submitting a bid to the State pursuant to this RFP.

“OGS” shall mean Office of General Services

3.14 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 RFP, refer to this RFP.

4. EVALUATION AND SELECTION PROCESS

4.1 PROPOSAL EVALUATION

Responsive proposals will be evaluated and scored based upon the criteria set forth in this Section. Proposals will be evaluated for best value to the State. Proposals for each lot bid on will be evaluated separately.

A team of OGS employees will evaluate each proposal and initially determine whether a proposal is responsive to the requirements of the Solicitation.

OGS also reserves the right to conduct reference checks. In such cases, the Proposer shall be responsible for the availability of the reference contacts.

The technical evaluation team will subsequently evaluate and score each responsive proposal for items A and B listed below.

OGS Division of Financial Administration will evaluate all cost proposals from responsive Proposers. The cost proposal with the lowest total fees will be awarded the maximum possible points, (refer to item D listed below). Each subsequent proposal will receive a proportionate number of points.

For Item C the evaluation team will award 3% of possible evaluation points if proper certification declaring MWBE, Small Business, and/or Service-Disabled Veteran-Owned Business is met.

Scores from each of the Proposers, including items A-D listed below, will be totaled and the Proposer having the highest score will be ranked number one; the Proposer with the second highest total score will be ranked number two and so on.

4.2 EVALUATION ITEMS

A. **PROPOSER EXPERIENCE AND QUALIFICATIONS (28.5%)**
Each Proposal will be evaluated as to the extent by which Proposer's relevant experience (including that of its proposed employees) and length of service in both the industry and with the Proposer, exceeds the minimum requirements.

B. **PLAN OF OPERATION /STAFFING PLAN (28.5%)**
Each Proposal will be evaluated as to the completeness of and the extent to which the operational/ staffing plan information meets the goals and requirements of the Solicitation.

C. **MWBE, SBE, or SDVOB status (3%)**

- The Proposer is a New York State Certified Minority-Owned Business ***or***
- The Proposer is a New York State Certified Women-Owned Business ***or***
- The Proposer is a Small Business as defined in Executive Law Section 310(20) ***or***
- The proposer is a New York State Certified Service-Disabled Veteran-Owned Business as defined in Executive Law Section 369–h(1)

Note: Although, a Proposer may meet more than one of the criteria, credit is to be awarded for only one category, not multiple categories.

D. **Cost (40%)**
The Grand Total Bid Amount will be evaluated in relation to all cost proposals submitted by responsive Proposers.

4.3 NOTIFICATION OF AWARD

After the evaluation, all Proposers will be notified of the name of the selected Proposer. The selected Proposer will be notified that their submitted proposal has been selected and that a contract will be forthcoming for execution. The original proposal, and any additions or deletions to the proposal become part of the contract.
Public announcements or news releases pertaining to any contract resulting from this solicitation shall not be made without prior approval from the Issuing Office.

5. SCOPE OF WORK

5.1 GENERAL SCOPE

This contract includes the removal, cleaning, handling and disposal of scat at various State operated facilities. The high nutrient content of accumulated scat provides an excellent growth medium for organisms of potential human health concern. Humans may become infected by inhaling microorganism laden dusts containing dried feces, urine, or respiratory secretions of infected birds. Other sources of potential exposures include a bite from an infected bird, bat, or rodent, and handling the plumage and tissues of infected animals. The purpose of this solicitation is to remove the scat before any potential health problems occur.

This is a full service contract. Contractor must provide all labor, material, equipment, transportation, travel, all other ancillary (administrative, insurance, reporting, overhead, profit, employee training, parking, etc.) costs and equipment, consistent with the applicable health and safety codes, rules, and regulations necessary for the removal and cleaning of scat from State operated facilities. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, is deemed understood by the Contractor as included herein.

If any equipment is needed at any facility to remove scat, it shall be the responsibility of the Contractor to provide this equipment, and obtain approvals as necessary for the equipment's proper set-up and operation. Also see Section 3.3 - Price.

All Lot 3 cleaning work resulting from this RFP shall be in accordance with The United States of America Secretary Of The Interior's Standards For Rehabilitation. (36 CFR Ch. I (7–1–12 Edition) PART 67 and 68).

5.2 LOCATIONS TO BE SERVICED

Lot 1 – Albany Area Facilities

New York State Office Buildings and Facilities located in and around the Empire State Plaza in Albany, NY.

W. A. Harriman State Campus Office Buildings including:

- Campus Bldg. 2
- Campus Bldg. 3
- Campus Bldg. 4
- Campus Bldg. 5
- Campus Bldg. 6
- Campus Bldg. 7
- Campus Bldg. 7A
- Campus Bldg. 8
- Campus Bldg. 8A
- Campus Bldg. 9
- Campus Bldg. 12
- Campus Bldg. 17
- Campus Bldg. 18
- Campus Bldg. 21
- Campus Bldg. 22
- Campus Bldg. 24

Sheridan Hollow Garage

East Parking Garage

The New York State Fallen Firefighters Memorial

George Washington Memorial

General Philip Henry Sheridan Memorial

State of New York Police Officers Memorial

New York State Vietnam Memorial

New York State Women Veterans Memorial

World War II Memorial

New York State Korean War Veterans Memorial

Children's Memorial

New York State Crime Victims Memorial

New York State Emergency Medical Services Memorial

New York State Purple Heart Memorial

New York State Missing Persons Remembrance Memorial

New York State Parole Officers Memorial

Lot 2 – Syracuse and Watertown Facilities

- **Senator Hughes State Office Building 333 East Washington St. Syracuse, NY 13202**
  Roof (including East, West, and South roofs, the roof above the cooling towers) and roof perimeter safety railings. Also window sills, ledges, and two (2) emergency generators. Picnic tables in employee break area.

- **Dulles State Office Building 317 Washington Street Watertown, NY 13601**
  Playground, approximately 11,250 square feet of surface area, which including sand boxes, toys and climbing apparatus.

Lot 3 – Albany Area Historic Buildings

Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12242 including:

- Mayor Erastus Corning 2nd Tower Building (Roofs, including window washing rig garage)
- Agency Buildings 1-4
- Wadsworth Health Labs (Courtyard and air intake)
- Robert Abrams Building
- Swan Street Building (Veranda and roof, 4th and 5th floor open areas, 4th floor Walkways that extend from Cores 1 to 2 and Cores 3 to 4, Police Officers' Memorial and Children's Park)
- Legislative Office Building
- New York State Capitol (including the Capitol Courtyard, Stairways, Promenade deck, and 2nd floor area overlooking the East Capitol Park
- New York Executive Mansion
- Alfred E. Smith State Office Building

5.3 FACILITY OPERATING HOURS

The operational hours may vary from building to building, but are generally Monday – Friday from 7am – 7pm. Work is expected to be performed during these hours. The Contractor is responsible for arranging with the Facility Managers at each facility to develop a scheduling for providing services.

During non-operational hours, weekends, or State holidays, the Contractor is not expected to perform the contract services, unless prior arrangements are made with the Facility Manager.
The following ten (10) days are designated State holidays

- NEW YEAR'S DAY
- MARTIN LUTHER KING, JR.'S BIRTHDAY
- WASHINGTON'S BIRTHDAY
- MEMORIAL DAY
- INDEPENDENCE DAY
- LABOR DAY
- COLUMBUS DAY
- VETERAN'S DAY
- THANKSGIVING DAY
- CHRISTMAS DAY

5.4 WORKSITE SAFETY

The Facility Manager will make the necessary arrangements to ensure that that the contractor is unobstructed from performing the services set forth herein.

The Contractor shall provide workers with all equipment, materials and supplies (stepladders, safety cones, signage etc.) to perform the required services. If scaffold systems are necessary to provide the service, all facets of use, including but not limited to, setting and stowing the scaffold systems are the Contractor's sole responsibility.

State-owned equipment, materials or supplies <u>will not</u> be used by the Contractor to perform the required services.

Contractor shall close off area(s) and post signs indicating the area(s) are closed to pedestrian traffic when working over entrances, traveled walkways, or any area where people may be located and/or may cross below workers. The Contractor shall cover and protect all surrounding surfaces and objects in order to avoid damage by spills. The materials not identified to be cleaned shall be completely covered to protect against contact with the cleaning products and avoid damage. All work shall be done in such a manner as to create a safe and unobstructed working environment for occupants of the building.

All set up, rigging, equipment anchoring, etc. must adhere to applicable laws, codes, rules and regulations. For all work to be performed, including use of scaffolding. On buildings where fixed scaffolding is available, the OGS Building Scaffolding Maintenance Contractor will provide training and certification for use. This will be coordinated by OGS. Prior to use of such scaffolding, the Contractor must provide proof of certification.

The Contractor, prior to providing any services, must submit to the Facility Manager or his/her designee, the schedule of work, product data and Safety Data Sheets (SDS) for all proposed cleaning agents, along with documentation demonstrating that the codes and regulations are being complied with. A copy of the approved schedule of work shall be posted at the worksite.

5.5 REMOVAL AND CLEANING PROCEDURES

The processes and products employed must adhere to all Federal, State, and Local laws, rules, and regulations. Prior to the start of cleaning, the Contractor will clean a 1'x1' in-place mock-up to establish the level of clean for given masonry materials. Cleaning will be allowed to proceed after this in-place mock-up is approved by the Facility Manager and/or his/her designee.

5.5.1 COLLECTION AND DISPOSAL

During the cleaning, all scat, animal detritus, and cleaning materials must be contained and collected at the site.

Upon completion, all scat and cleaning solution shall be removed and disposed of off-site in accordance with all applicable local, state, and federal regulations. See Section 5.9.2 Quality Control Program

5.6 INSPECTION

At the end of each work day, the Contractor shall inspect the facility work location, removing all cleaning apparatus, supplies, and equipment, from the premises unless storage areas are granted and previously approved by the Facility Manager. Scaffold systems shall be stowed pursuant to each Facility Manager's requirements.

Any damages to windows including coverings, building, occupant's furniture or equipment shall be immediately reported to the Facility Manager. Contractor shall report any and all additional noted deterioration of the property to the Facility Manager immediately.

5.7 STAFFING REQUIREMENTS

- Supervisors and staff removing contaminated material must have hands-on working experienced in this type of work and shall have been employed by a company with a minimum of one (1) year experience in this type of work.

- All work is required to be performed by trained, and where necessary, certified workers.

- Contractor staff shall conduct themselves in a professional manner with OGS staff and with the general public.

- Any staff assigned shall report to work in appropriate dress and appearance identifiable as an employee of the Contractor.

5.8 ADDITIONAL SERVICES

Additional Services (repairs, upgrades, any work performed by subcontractors other than for base scope services, etc.) shall only be performed when pre-approved in writing by the, Deputy Commissioner, Real Property Management, OGS or his/her designee and shall be compensated at the Time and Materials rates bid, provided, however, that any subcontractor work shall be reimbursed at actual cost with the markup thereon being limited to five percent (5 %) of the actual cost. Further, in no case shall the amounts paid to all subcontractors (exclusive of any M/WBE subcontracted work as established in the approved utilization plan) during the Contract term exceed ten percent (10%) of the total contract amount. The following process shall apply:

The Contractor shall prepare a quote for the Facility Manager. For Additional Service work performed by Contractor's on-site staff, the quote must detail the scope of services, proposed timeline for completion, number of hours times hourly rate bid, materials times % markup bid, and any other information or options that the state should consider. The Contractor must document any equipment rental(s) and must include a receipt to be submitted with the quote. If subcontractors are to be used, the process detailed in the Subcontractors clause herein must be followed.

The Facility Manager will request approval from the Deputy Commissioner, Real Property Management, OGS or his/her designee. Upon approval, a letter authorizing the work will be issued to the Contractor. A copy of the authorization letter must accompany the invoice for any Additional Services.

5.9 REPORTING REQUIREMENTS

5.9.1 SCHEDULE OF WORK

Within 15 calendar days of contract approval, the Contractor shall submit to the Facility Manager a schedule of work for all locations listed in Section 5.2 – Locations to Be Serviced. The proposed schedule must fall within the hours designated in Section 5.3 - Facility Operating Hours. The schedule shall provide the dates and times which tasks are to be performed by Contractor. The Facility Manager(s) will review the schedule and approve or request modifications in order to avoid potential conflicts with the other building activities. Contractor understands that at any time during the contract period, Contractor's schedule of services may need to be adjusted to accommodate facility, weather conditions and/or tenant requirements.

The Contractor is required to confirm scheduled work with the Facility Manager(s) 48 hours prior to reporting to the facility to begin work. Staff are required to sign in and out with the Facility Manager daily. Failure to sign in or out, whether intentional or not, shall be understood to mean the services were not performed.

5.9.2 QUALITY CONTROL PROGRAM

The Contractor shall provide a written quality control program to ensure the highest quality and safety of work possible. This program shall contain at least the following items:

1. A Personal Protection Equipment and Respiratory Protection Plan compliant with OSHA regulations, 29CFR1910.132, and 29CFR1910.134.

2. **Equipment List -** The Contractor shall submit to the Facility Manager list of equipment, including temporary scaffolding, and safety equipment, to be used in the performance of the service.

3. **Safety Data Sheets** for detergents, disinfectants and/or biocides, and chemicals to be used during the project.

4. **New York State Part 364 Waste Transporter Permit -** The Contractor shall provide to the Facility Manager at the conclusion of each day's service, a Current New York State Part 364 Waste Transporter Permit if amount of resultant waste material to be transported off site is equal to or greater than 500 lb. per load.

5.9.3 GREEN CLEANING PRODUCTS

Contractor is required to train their employees in a comprehensive "green cleaning" program. See link for Online Training Program https://greencleaning.ny.gov/Training/login.aspx
The Contractor shall submit to the Facility Manager a Cleaning Product List, in compliance with OGS **Green Cleaning Requirements Regulations (updated 05/23/11).** Contractor must select products in the categories from the OGS List of Approved Cleaning Products. See link for product information:
https://greencleaning.ny.gov/Product/Default.aspx
Executive Order No. 4 Establishes a State Green Procurement and Agency Sustainability Program, which directs state agencies, public authorities and public benefit corporations to green their procurements and to implement sustainability initiatives. The following link has all the information regarding NYS Executive Order 4 and NYS Green Cleaning Guidelines: https://greencleaning.ny.gov/Policies.asp. All the information and guidelines should be used as reference in the performance of the services herein.

1. Other cleaning chemicals **not** covered by the above product categories on the OGS List of Approved Cleaning Products must be Green Seal or EcoLogo certified. See Green Seal and/or EcoLogo web sites for information on specific product categories.

2. OGS recognizes that certain circumstances (e.g. blood spills) and locations (e.g. food service, swimming pool areas, nursing offices, health centers, and child day care centers) may require special cleaning or sanitation practices that are prescribed by existing laws, regulations or professional guidance. New York's Green Cleaning Law does not supersede or change existing health, labor, education and environmental regulations and professional guidance related to cleaning and sanitation practices, and disposal of hazardous chemicals.

3. Paper Towels must meet one of the following options:

    - Green Seal GS-09 certification or Environmental Choice CCD-086 certification,
    - Contain a minimum of 40% post-consumer recycled content,
    - Chlorine Free Products Association certification.

4. The least aggressive, safest product that is effective for the cleaning task should be used. Contractor must maximize the use of environmentally preferable products and services. All products are subject to approval by the Facility Manager. Any changes in product use by the Contractor (from the original proposed product lists) must be reviewed and cleared by the Facility Manager.

5.10 ACCEPTANCE

Work will be accepted by the State and payment issued only after all performance standards identified herein have been complied with and accepted by the Facility Manager and only after the cleaning and removal of the scat from the facility is completed. Upon completion of work, a joint inspection will be conducted by the Contractor and Facility Manager. Acceptance will only occur after the following criteria is met:

- The Contractor has submitted an acceptable Quality Control Program, Schedule of Work, and Cleaning Product List.

- Each surface is cleaned in its entirety and free of scat.

- Work has been completed in a manner that is consistent with industry standards.

Note: Any surfaces cleaned, but not left entirely free of scat shall be considered the same as not being cleaned at all.

5.11 SECURITY PROCEDURES

Please note that these locations may have security policies which must be followed. The Contractor will work with the OGS Real Property Management and Facilities Group to obtain necessary clearances. Contractor may be required to provide information such as, but not limited to, the company name, the employee's name (as it appears on ID), valid driver license number, vehicle make, model and license plate, etc. to the OGS Real Property Management and Development Group.

5.12 PREVAILING WAGE RATE ADVISORY NOTICE

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.

A copy of the prevailing rate schedule is included in Appendix D - New York State Prevailing Rate Schedule #2016003376. The NYS DOL has determined that the title of Laborer - Building is applicable for the services performed under this contract.
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.

6. CONTRACT CLAUSES AND REQUIREMENTS

6.1 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 Agreement
3. OGS RFP Number 1967 (This Document) Including any Addenda
4. Selected Contractor's Bid

6.2 SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING

Pursuant to State Finance Law §139-j and §139-k, this Solicitation includes and imposes certain restrictions on communications between OGS and a Vendor during the procurement process. A Vendor is restricted from making contacts from the earliest posting, on a governmental entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter 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 and in Section 2.1. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Vendor 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 Vendor is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: http://www.ogs.ny.gov/acpl/

6.3 CONFIDENTIALITY

Contractor agrees to keep confidential and not to disclose to third parties any information provided by the OGS or learned by the Contractor during the performance of the Contract unless Contractor has received the prior written consent of the OGS to make such disclosure. This provision shall survive the expiration and termination of this Contract. The Contractor warrants that all of its operations are compliant with all federal, state and local laws, rules and regulations pertain to the privacy and/or security of personal and confidential information.

6.4 ETHICS COMPLIANCE

All proposers/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 RFP, 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.

6.5 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 do 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, 40th 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 $5,000,000 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 $2,000,000 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 RFP 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 RFP, 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.

6.6 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 RFP. 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 Proposer non-responsive and non-responsible. Proposers 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: http://www.nystax.gov

6.7 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. For Lots 1 and 3, OGS hereby establishes an overall goal of 10% for MWBE participation, 5% for Minority-Owned Business Enterprises ("MBE") participation and 5% for Women-Owned Business Enterprises ("WBE") participation. For Lot 2, OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for MBE participation and 15% WBE participation. These goals are based on the current availability of qualified MBEs and WBEs. The total Contract goals 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.

V. 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.

E. 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.

F. 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

6.8 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.

6.9 GENERAL REQUIREMENTS

- The Proposer agrees to adhere to all State and Federal laws and regulations in connection with the contract.

- The Proposer agrees to notify OGS of any changes in the legal status or principal ownership of the firm, forty five (45) days in advance of said change.

- The Proposer agrees that in any contract resulting from this RFP it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.

- The Proposer agrees that any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of OGS.

- For reasons of safety and public policy, in any contract resulting from this RFP, 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 RFP, 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.

- OGS interpretation of specifications shall be final and binding upon the Contractor.

- The Commissioner of OGS will make no allowance or concession to the Proposer 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 Proposer has based its bid on the more expensive option. Final decision will rest with OGS.

- INSPECTION – For purposes of any contract resulting from this RFP 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, OGS 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 – OGS reserves the right to stop the work covered by this RFP and any contract(s) resulting there from at any time that it is deemed the Contractor is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, OGS 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 proposal, the Contractor shall be liable to the State of New York for any such costs on account thereof. In the event that OGS 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. Provided, however, that if an emergency situation exists, as reasonably determined by OGS, then the stop work order shall be effective immediately.

- It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.

- OGS reserves the right to reject and bar from the facility any employee hired by the Contractor.

6.10 CONTRACT TERMS

All provisions and requirements of Appendix A 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 RFP, 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 RFP, 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 RFP.

Any contract resulting from this RFP 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.

6.11 SUBCONTRACTORS

The State will contract only with the successful Proposer 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. Any known / planned use of subcontractors must be disclosed in detail with the proposal. 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.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this RFP 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 RFP.

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 Director of Utilities Management or his designee, 39th Floor Corning Tower, ESP, Albany, NY 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 Deputy Commissioner may require concerning the proposed subcontractor's ability and qualifications.

In the event that subcontractors must be used during the term of this contract for Additional Services work, the following guidelines shall apply.

A. The Contractor shall procure goods and services using commercially reasonable and prudent practices to obtain the most favorable price and terms. The Contractor will make his/her best efforts and shall document same to obtain written proposals or bids from at least three (3) responsible service providers before selecting the best price and terms. Prior OGS approval is required for all Additional Services. The following conditions apply to competitive bidding for subcontracted additional services:

    1. Each bid will be solicited in a form and manner conducive to uniformity in all bids. The Contractor will maintain documentation of the solicitation and results.

2. If the Contractor desires to accept other than the lowest bidder, or where competitive bids are not possible, adequate justification must be provided to the State for required prior approval.

OGS shall be free to accept or reject any proposal/subcontract submitted for State's approval, and Contractor shall provide OGS with copies of all documentation OGS may request in relation to such approval rights.

6.12 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 team 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 Proposer(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 winning Proposer 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 Proposer whose conduct and/or proposal fails to conform to the requirements of the RFP.

15. Prior to the bid opening, amend the RFP 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 proposals are found to be substantially equivalent, the Commissioner of OGS, at her 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.

6.13 EXTENT OF SERVICES

OGS reserves the right to re-negotiate at its discretion and 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.

6.14 DEBRIEFINGS

Proposers 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 proposer's bid or bids. After contract award, OGS shall, upon request, provide a debriefing to any proposer that responded to the RFP, regarding the reason that the bid or bid submitted by the unsuccessful proposer was not selected for a contract award. The post award debriefing should be requested by the proposer 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

6.15 TERMINATION

Termination

OGS may, upon thirty (30) days' notice, terminate the contract resulting from this RFP in the event of Contractor's failure to comply with any of the proposal's requirements unless the awarded bidder obtains a waiver of the requirement.

In addition, OGS may also terminate any contract resulting from this RFP 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 RFP, 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 RFP 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.

Procurement Lobbying Termination

The OGS reserves the right to terminate the Contract 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, OGS may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

6.16 NYS VENDOR RESPONSIBILITY QUESTIONNAIRE

OGS conducts a review of prospective contractors ("Proposers") to provide reasonable assurances that the Proposer 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 Proposer'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, Proposer agrees to fully and accurately complete the Questionnaire. The Proposer acknowledges that the State's execution of the Contract will be

contingent upon the State's determination that the Proposer is responsible, and that the State will be relying upon the Proposer's responses to the Questionnaire when making its responsibility determination.
OGS recommends each Proposer 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. Proposers 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 Proposer prior to Contract Award, the Proposer must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date. A Proposer's Questionnaire cannot be viewed by OGS until the Proposer has certified the Questionnaire. It is recommended that all Proposers 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 Proposer 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.

6.17 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: http://www.osc.state.ny.us/vendor_administration

Forms to be completed: http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf

6.18 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.

6.19 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.

6.20 ENCOURAGING USE OF NYS BUSINESSES

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

Proposers/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, proposers/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 proposers/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.

6.21 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.

RFP Appendix B
Required Procurement 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
- Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Contractor Information

SOLICITATION NUMBER 1967

_____ _____

(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.

By: _____ Date:_____

Name: _____

Title: _____

Contractor 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 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 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.

Department of Taxation and Finance

Contractor Certification

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

ST-220-TD
(4/15)

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)*	City	State	ZIP code

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	Covered agency telephone number ( )
Covered agency address	City / State	ZIP code

Is the estimated contract value over the full term of the contract (but not including renewals) more than $100,000?
Yes ☐ No ☐ Unknown at this time ☐

General information

Tax Law section 5-a, 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 Form ST-220-CA, *Contractor Certification to Covered Agency,* 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 Tax Law section 5-a, 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 12227-0826

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

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 Tax Law sections 1134 and 1253, 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 Tax Law sections 1134 and 1253. 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 Tax Law sections 1134 and 1253. 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. _____

NYS Vendor Responsibility Questionnaire

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.

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 and including the responses with their bid/proposal:

Bidder/Proposer Name _____ **Solicitation #** _____

Bidder/Proposer Address _____

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 _____

Date _____

_____

Authorized Signature

Contractor will report on ***actual*** participation by each SDVOB during the term of the contract to the contracting agency/authority on a quarterly basis according to policies and procedures set by the contracting agency/authority.

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.

RFP Appendix C

Sample Contract

STATE OF NEW YORK
OFFICE OF GENERAL SERVICES

AGREEMENT FOR

BIRD SCAT REMOVAL AND CLEANING

AT NEW YORK STATE FACILITIES

WITH

(CONTRACTOR)

_____CONTRACT # C00XXXX_____

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 Bird Scat Removal and Cleaning at various New York State Facilities, (hereinafter the “State”) and in fulfilling its responsibility deems it necessary to obtain services for removal and cleaning of bird scat 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 bird scat removal and cleaning, 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 Bird Scat Removal and Cleaning 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. This contract will be established with a not to exceed value of $_____. Services performed beyond this amount will not be compensated.

2. TERM

This Agreement shall commence upon OSC approval and will be in effect for five (5) years, 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 Request for Proposals No. 1967, 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

SAMPLE

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.

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 – RFP #1967 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 Request for Proposal 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

SAMPLE

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, 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

SAMPLE

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.

- 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

SAMPLE

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:**_____

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

Appendix B

Request for Proposal

Appendix C

Contractor’s Proposal

Appendix D

Prevailing Wage Rate Schedule

Contract Appendix D

Prevailing Wage Rate Schedule

Andrew M. Cuomo, Governor

Mario J. Musolino, Acting, Commissioner

OGS

Eric Schantz, Contract Management Specialist
32nd Floor, Corning Tower
Empire State Plaza
Albany NY 12242

Schedule Year	2015 through 2016
Date Requested	04/06/2016
PRC#	2016003376

Location	statewide
Project ID#	RFP 1967
Project Type	The scat will need to be cleaned off of all outside surfaces, including walls, and flat surfaces, windows ledges, courtyards, playgrounds, terraces, patios and porches. May require ladders and lifts.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2015 through June 2016. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion online.

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "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: _____

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

Albany County General Construction

Boilermaker 04/01/2016

JOB DESCRIPTION Boilermaker **DISTRICT** 1

ENTIRE COUNTIES
Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

WAGES
Per hour

	07/01/2015	01/01/2016	01/01/2017 Additional
Boilermaker	$ 32.29	$ 33.39	$1.15

SUPPLEMENTAL BENEFITS
Per hour worked

Journeymen	$ 23.98* + 1.24	$ 24.03* + 1.24

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES
Wages per hour
(1/2) year terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour worked

All Apprentices get same benefits as Journeyman.

1-197

Carpenter - Building 04/01/2016

JOB DESCRIPTION Carpenter - Building **DISTRICT** 2

ENTIRE COUNTIES
Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

WAGES

Per hour:	07/01/2015
Carpenter	$ 30.00
Floor Coverer	30.00
Carpet Layer	30.00
Dry-Wall	30.00
Lather	30.00
Piledriver	30.25
Diver-Wet Day	61.25
Diver -Dry Day	31.00
Diver Tender	31.00

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:
- Certified welders shall receive $1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work

- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus $1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive:
  - 0' to 80' no additional fee
  - 81'to 100' additional $.50 per foot
  - 101'to 150' additional $0.75 per foot
  - 151'and deeper additional $1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
  - 0' to 50' no additional fee
  - 51' to 100' additional $.75 per foot
  - 101' and deeper additional $1.00 per foot

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 worked:

Journeyman	$ 19.32

OVERTIME PAY
See (B, E, *E2, Q) on OVERTIME PAGE
* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

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

Note: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES
Wages per hour

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

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

Supplemental Benefits per hour worked:

1st year term	$ 10.16
2nd year term	10.16
3rd year term	12.76
4th year term	12.76

2-291B-Alb

Carpenter - Building / Heavy&Highway 04/01/2016

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 2

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

PARTIAL COUNTIES
Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing 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
Wages per hour:

	07/01/2015
Carpenter - ONLY for Artificial Turf/Synthetic	

Sport Surface Installer	$ 28.99

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

SUPPLEMENTAL BENEFITS
Per hour worked plus paid holidays:

Journeyman	$ 19.34

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

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE
Notes:
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.
An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES
Wages per hour:

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

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

Supplemental Benefits per hour paid:

	07/01/2015
1st year term	$ 10.25
2nd year term	10.25
3rd year term	12.85
4th year term	12.85

2-42AtSS

Carpenter - Heavy&Highway 04/01/2016

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Albany, Clinton, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour	07/01/2015
Carpenter	$ 29.05
Millwright	30.55
Piledriver	29.05
Diver-Wet Day	54.05
Diver-Dry Day	30.05
Diver-Tender	30.05

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:
- When project owner mandates a single irregular work shift, the employee will receive an additional $2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.00 per hour.
- Certified welders when required to perform welding work will receive an additional $1.50 per hour.
- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- Depth pay for Divers based upon deepest depth on the day of the dive:
  0' to 50' no additional fee
  51'to 100' additional $.50 per foot
  101'to 150' additional $0.75 per foot
  151'and deeper additional $1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
  0' to 50' no additional fee
  51' to 100' additional $.75 per foot
  101' and deeper additional $1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.
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 worked plus paid holidays:

Journeyman	$ 19.28

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

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

REGISTERED APPRENTICES
Wages per hour

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

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

Supplemental Benefits per hour worked plus paid holidays:

1st year terms	$ 10.12
2nd year terms	10.12
3rd year terms	12.72
4th year terms	12.72

2-291HH-Alb

Electrician 04/01/2016

JOB DESCRIPTION Electrician **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Greene: All of the city of Catskill and that portion of the countythat lies north of Route 23A.
Otsego: Only the Towns of Decatur and Worchester

WAGES
Per hour

	07/01/2015	06/01/2016 Additional	06/01/2017 Additional
Electrician	$36.00	$2.00	$2.05
Audio/Sound	36.00		
Video	36.00		
Tele-Data	36.00		

Notes: An additional 5% above rate for work over 30' above floor when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.
An additional 10% above rate on towers & smoke stacks over 100' high.
An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.
An additional 5% above rate when Journeymen are required to work as Lead(Pb) cable splicers.
An additional 10% above rate when Journeymen Welders are required to have ASME verification.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 22.37
	+3% of wage

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

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

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 12:30 AM	REGULAR RATE PLUS 10%
3rd Shift	12:30 AM to 8:00 AM	REGULAR RATE PLUS 15%

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Saturday, it shall be celebrated on Friday. If the holiday falls on Sunday, it shall be celebrated on Monday.

REGISTERED APPRENTICES
Wages per hour

Terms at the following percentage of Journeyman's wage.

6mo	1st yr	2nd yr	3rd yr	4th yr	5th yr
40%	45%	50%	60%	70%	80%

Notes: An additional 5% above rate for work over 30' above floor when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.
An additional 10% above rate on towers & smoke stacks over 100' high.
An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

Supplemental Benefits per hour worked

1st term	$ 10.46*
2nd term	10.46*
All others	22.37*

*Plus additional 3% of wage

1-236

Elevator Constructor 04/01/2016

JOB DESCRIPTION Elevator Constructor **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Madison: Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield and Stockbridge.
Oneida: Entire county except the towns of: Camden, Florence, and Brookfield.

WAGES
Per hour

	07/01/2015	01/01/2016	01/01/2017 Additional
Mechanic	$ 41.51	$ 42.33	$ 2.49
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate	

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

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 worked

	07/01/2015	01/01/2016
Journeyman/Helper	$ 28.385*	$ 29.495*

(*)Plus 6% of gross wages if less than 5 years service
(*)Plus 8% of gross wages if more than 5 years service

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE
Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
Wages per hour

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

*No supplemental benefits

Supplemental Benefits per hour worked

Same as Journeyman/Helper

1-35

Glazier 04/01/2016

JOB DESCRIPTION Glazier **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour

	07/01/2015	05/01/2016 Additional $1.50	05/01/2017 Additional $1.50
Glazier base wage	$ 26.55		
	+ additional $1.50 per hour for all hours worked		
*High Work Base Wage	29.50	$1.25	$1.25
	+ additional $3.50 per hour for all hours worked		

(*)When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

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 worked

Journeyman	$ 17.03
Journeyman High Work	22.38

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE
Premium is applied to the respective base wage only.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

REGISTERED APPRENTICES
Wages per hour

Apprentice Glazier One Half Year (750 hr) terms at the following percentage of Journeyman's base wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
35%	45%	55%	65%	75%	85%	90%	95%

+ additional $1.50 per hour for all hours worked for all terms

Apprentice Glazier Hi-Work One Half Year (750 hr) terms at the following percentage of Journeyman's Hi-Work base wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
35%	45%	55%	65%	75%	85%	90%	95%

+ additional $3.50 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

For apprentices indentured after 07/01/2009 the following supplemental benefit applies:

Apprentice	
1st-4th term	$ 14.51
5th-8th term	17.03
Apprentice High Work	
1st-4th term	$ 17.08
5th-8th term	22.38

For apprentices indentured prior to and including 07/01/2009, the following supplemental benefit applies:

Apprentice	$ 17.03
Apprentice High Work	22.38

1-201

Insulator - Heat & Frost 04/01/2016

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

WAGES

Wages per hour	07/01/2015
Asbestos Worker*	$ 32.52
Insulator*	32.52
Firestopping Worker*	27.65

(*)On Mechanical Systems only.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 20.57

OVERTIME PAY
See (*B1, **Q) on OVERTIME PAGE
*B1=Double time begins after 10 hours on Saturday
**Q=Triple time on Labor Day if worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When a holiday falls on Sunday the following Monday shall be observed as the holiday.

REGISTERED APPRENTICES
Wages per hour

one year terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour worked:

Apprentices	$ 20.57

1-40

Ironworker 04/01/2016

JOB DESCRIPTION Ironworker **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown.
Hamilton: Only the Townships of Hope, Benson and Wells.
Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.
Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

WAGES

Wages Per hour	07/01/2015	05/01/2016	05/01/2017 Additional
Ornamental	$ 29.50	$ 30.05	$1.25
Reinforcing	29.50	30.05	
Rodman	29.50	30.05	
Structural & Precast	29.50	30.05	
Mover/Rigger	29.50	30.05	
Fence Erector	29.50	30.05	
Stone Derrickman	29.50	30.05	
Sheeter	29.75	30.30	
Curtain Wall Installer	29.50	30.05	
Metal Window Installer	29.50	30.05	

SUPPLEMENTAL BENEFITS
Per hour worked

JOURNEYMAN	$ 25.86	$ 26.56

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES
Wages per hour
ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2015	05/01/2016
1st year	$ 16.50	$ 16.50
2nd year	18.50	18.50
3rd year	20.50	20.50
4th year	22.50	22.50
Supplemental Benefits per hour worked		
1st year	$ 10.25	$ 10.50
2nd year	20.01	20.61
3rd year	21.41	22.06
4th year	22.81	23.51

1-12

Laborer - Building 04/01/2016

JOB DESCRIPTION Laborer - Building **DISTRICT** 1

ENTIRE COUNTIES
Albany, Rensselaer, Washington

PARTIAL COUNTIES
Columbia: Only the Townships of Stuyvesant, Stockport, Kinderhook, New Lebanon, Canaan, Ghent, Chatham and Austerlitz.
Greene: Entire county except the Township of Catskill
Saratoga: Only the Townships of Halfmoon, Saratoga, Stillwater and Waterford

WAGES
Per hour

	07/01/2015	07/01/2016 Additional	07/01/2017 Additional
Group #1:			

All Classifications except as noted in Groups 2 & 3	$ 25.46	$ 1.70	$ 1.70
Group #2: Blaster, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Metal Formsetter sidewalk),Well Pointing & Laser Operator	25.96		
Group #3: Handling of Asbestos or Toxic Materials	26.81		

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman $ 20.14

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

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

REGISTERED APPRENTICES
Wages per hour
1000 Hour terms at the following percentage of Journeyman's basic hourly wage.

1st	2nd	3rd	4th
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

	07/01/2015
Apprentices	$ 20.14

1-190

Laborer - Heavy&Highway 04/01/2016

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Rensselaer, Washington

PARTIAL COUNTIES
Columbia: Only the Townships of Stuyvesant, Stockport, Kinderhook, New Lebanon, Canaan, Ghent, Chatham, and Austerlitz
Greene: Entire county except the Township of Catskill.
Saratoga: Only the Townships of Halfmoon, Saratoga, Stillwater, and Waterford.

WAGES
GROUP # A:
Basic, Drill Helper, Flagman, Outboard and Hand Boats

GROUP # B:
Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators(1-1/2" and Single Diaphragm) Nozzle (Asphalt, Gunite,Seeding and Sand Blasting), Laborers on Chain Link Fence. Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C:
Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Acetylene Torch Operators, Asphalt Raker and Powderman.

GROUP # D:
Blasters, Metal Form Setters(sidewalk), Stone or Granite Curb Setters.

GROUP # E:

Employees performing hazarardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

WAGES per hour

	07/01/2015
Group # A	$ 28.29
Group # B	28.49
Group # C	28.69
Group # D	28.89
Group # E	30.29

All employees who work a single irregular work day that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional $2.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 20.05

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES
Wages per hour

1000 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th
65%	70%	80%	80%

Supplemental Benefits per hour worked

Apprentices	$ 20.05

1-190 h/h

Laborer - Tunnel 04/01/2016

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 1

ENTIRE COUNTIES
Albany, Rensselaer, Washington

PARTIAL COUNTIES
Columbia: Only the Townships of Stuyvesant, Stockport, Kinderhook, New Lebanon, Canaan, Ghent, Chatham, and Austerlitz
Greene: Entire county except the Township of Catskill.
Saratoga: Only the Townships of Halfmoon, Saratoga, Stillwater, and Waterford.

WAGES
Class A: Mole nipper, powder handler, changehouse attendant and top laborer, Air spade, jackhammer, pavement breaker, Top bell, Bottom bell, side or roofbelt driller, maintenance men, burners, block layers, rodmen, caulkers, miners helper, trackmen, nippers, derailmen, electrical cablemen, hosemen, groutmen, gravelmen, form workers, movers and shaftmen, conveyor men.
Class B: Powder monkey, Blasters, ironmen and cement worker, miner, welder, heading driller, steel erectors, piledriver, rigger

Wages per hr.	07/01/2015
Class #A	$31.99 + Additional $1.50
Class #B	32.99 + Additional $1.50

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 19.05

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: If the holiday falls on a Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

Wages per hour

1000 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th
65%	70%	80%	80%

Supplemental Benefits per hour worked

Apprentices $ 19.05

1-190

Lineman Electrician 04/01/2016

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

ENTIRE COUNTIES

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

WAGES

Per hour:

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

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

	07/01/2015	05/02/2016 Additional
Lineman, Technician	$ 46.90	$ 2.50
Crane, Crawler Backhoe	46.90	2.50
Welder, Cable Splicer	46.90	2.50
Digging Machine Operator	42.21	2.50
Tractor Trailer Driver	39.87	2.50
Groundman, Truck Driver	37.52	2.50
Mechanic 1st Class	37.52	2.50
Flagman	28.14	2.50

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

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

		Additional
Lineman, Technician	$ 46.90	$ 2.50
Crane, Crawler Backhoe	46.90	2.50
Cable Splicer-Pipe Type Cable	51.59	2.50
Cert. Welder-Pipe Type Cable	49.25	2.50
Digging Machine Operator	42.21	2.50
Tractor Trailer Driver	39.87	2.50
Mechanic 1st Class	37.52	2.50
Groundman, Truck Driver	37.52	2.50
Flagman	28.14	2.50

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

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

Additional

Lineman, Technician, Welder	$ 48.20	$ 2.50
Crane, Crawler Backhoe	48.20	2.50
Digging Machine Operator	43.38	2.50
Tractor Trailer Driver	40.97	2.50
Groundman, Truck Driver	38.56	2.50
Mechanic 1st Class	38.56	2.50
Flagman	28.92	2.50
Cert. Welder-Pipe Type Cable	50.61	2.50
Cable Splicer-Pipe Type Cable	53.02	2.50

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

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

		Additional
Lineman, Technician, Welder	$ 49.41	$ 2.50
Crane, Crawler Backhoe	49.41	2.50
Cable Splicer	49.41	2.50
Digging Machine Operator	44.47	2.50
Tractor Trailer Driver	42.00	2.50
Groundman, Truck Driver	39.53	2.50
Mechanic 1st Class	39.53	2.50
Flagman	29.65	2.50

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

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

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

** IMPORTANT NOTICE **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form 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 worked (but also required on non-worked holidays):

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

Journeyman	$ 20.50 *plus 7% of hourly wage

*The 7% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

60% 65% 70% 75% 80% 85% 90%

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

Lineman Electrician - Teledata 04/01/2016

JOB DESCRIPTION Lineman Electrician - Teledata **DISTRICT** 6

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

WAGES
Per hour:

FOR OUTSIDE WORK.

	07/01/2015	01/01/2016	01/01/2017
Cable Splicer	$ 29.70	$ 30.29	$ 30.90
Installer, Repairman	28.19	28.75	29.33
Teledata Lineman	28.19	28.75	29.33
Technician, Equipment Operator	28.19	28.75	29.33
Groundman	14.95	15.25	15.56

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

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 4.43 *plus 3% of wage paid	$ 4.43 *plus 3% of wage paid	$ 4.43 *plus 3% of wage paid

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

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

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting 04/01/2016

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting **DISTRICT** 6

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

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

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

A flagger's duties shall consist of traffic control only.

(Ref #14.01.01)

Per hour:

	07/01/2015	05/02/2016
		Additional
Lineman, Technician	$ 41.04	$ 2.00
Crane, Crawler Backhoe	41.04	2.00
Certified Welder	43.09	2.00
Digging Machine	36.94	2.00
Tractor Trailer Driver	34.88	2.00
Groundman, Truck Driver	32.83	2.00
Mechanic 1st Class	32.83	2.00
Flagman	24.62	2.00

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

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

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

** IMPORTANT NOTICE **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form 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 worked (but also required on non-worked holidays):

Journeyman	$ 20.50 *plus 7.0% of hourly wage

*The 7% is based on the hourly wage paid, straight time rate or premium rate.
Supplements paid at STRAIGHT TIME rate for holidays.

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

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

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

REGISTERED APPRENTICES
WAGES: Per hour. 1000 hour terms.

1st	2nd	3rd	4th	5th	6th	7th
$ 24.62	$ 26.68	$ 28.73	$ 30.78	$ 32.83	$ 34.88	$ 36.94

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer **04/01/2016**

JOB DESCRIPTION Lineman Electrician - Tree Trimmer **DISTRICT** 6

ENTIRE COUNTIES

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

WAGES
Per hour:

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

	07/01/2015
Tree Trimmer	$ 22.80
Equipment Operator	20.11
Equipment Mechanic	20.11
Truck Driver	17.00
Groundman	13.94
Flag person	9.93

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

Journeyman	$ 9.14 *plus 3% of hourly wage

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

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

HOLIDAY
Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.
All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building 04/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 12

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour 07/01/2015

Tile/Marble/Terazzo

Setter	$ 31.67
Finisher	24.92

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 worked

Journeyman Setter	$ 18.67
Journeyman Finisher	15.97

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

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

REGISTERED APPRENTICES
Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:	
1st term 0-500 hrs	60%
2nd term 501-1500 hrs	70%
3rd term 1501-2500 hrs	80%
4th term 2501-3500 hrs	85%
5th term 3501-4500 hrs	90%
6th term 4501-6000 hrs	95%
Finisher:	
1st term 0-500 hrs	70%
2nd term 501-1500 hrs	80%
3rd term 1501-2500 hrs	90%
4th term 2501-3700 hrs	95%

Supplemental Benefits per hour worked

	07/01/2015
Setter:	
1st term 0-500 hrs	$ 10.77
2nd term 501-1500 hrs	10.77
3rd term 1501-2500 hrs	14.72
4th term 2501-3500 hrs	14.72
5th term 3501-4500 hrs	16.70
6th term 4501-6000 hrs	18.67
Finisher:	
1st term 0-500 hrs	$ 10.27
2nd term 501-1500 hrs	10.27
3rd term 1501-2500 hrs	13.12
4th term 2501-3700 hrs	13.012

12-2TS.1

Mason - Building 04/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 12

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Warren: Only the Townships of Bolton, Lake George, Lake Luzerne,Queensbury, Stony Creek, Thurman & Warrensburg.

WAGES

Per hour	07/01/2015
Bricklayer	$ 32.80
Cement Mason(Bldg)	32.80
Plasterer/Fireproofing*	32.80
Pointer/Caulker/Cleaner	32.80
Stone Mason	32.80
Acid Brick	33.30

(*)Fireproofing of Structural only.

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 worked

Journeyman	$ 19.57

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES
Wages per hour

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

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0-500 Hours	$ 11.32
All others	$ 19.57

12-2b.1

Mason - Heavy&Highway 04/01/2016

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 12

ENTIRE COUNTIES
Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES
Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

WAGES
Per hour

	07/01/2015
Mason & Bricklayer	$34.01

Additional $1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman
$ 18.38

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES
Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

$ 18.38

12-2hh.1

Millwright - Building 04/01/2016

JOB DESCRIPTION Millwright - Building **DISTRICT** 2

ENTIRE COUNTIES
Albany, Chenango, Delaware, Fulton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

Per hour:	07/01/2015	07/01/2016	07/01/2017

		Additional	Additional
Millwright*	$ 30.06	$ 1.80	$ 1.80

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:
- Certified Welders shall receive $1.25 per hour in addition to the current Millwright's rate provided he/she is directed to perform certified welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a $1.25 premium per hour.
- An employee performing the work of a machinist shall receive $1.25 per hour in addition to the current Millwright's rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.

*Regarding treatment plants water or sewer, the Millwright Building rate is applicable for millwrights only performing maintenance and upkeep of existing equipment.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman $ 19.73

OVERTIME PAY
See (B, E, *E2, Q) on OVERTIME PAGE
*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
Wages per hour:

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

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

Supplemental Benefits per hours worked:

Apprentices:

1st term	$ 9.13
2nd term	16.55
3rd term	17.61
4th term	18.67

2-1163.1

Operating Engineer - Building 04/01/2016

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES
CLASS A1:
Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks,whirlies, dragline, boom trucks over 5 tons.

CLASS A:
Shovel, all Excavators (including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

CLASS B:

Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacum machine (mounted or towed).

CLASS C:
Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps.

* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour	07/01/2015	07/01/2016	07/01/2017
Class # A1	$ 39.46	$41.08	$42.66
Class # A	39.01	40.61	42.18
Class # B	38.07	39.65	41.18
Class # C	35.42	36.92	38.37

Additional $0.50 per hr for Tower Cranes.
Additional $1.00 per hr for Cranes with Boom length & jib 150ft. and over.
Additional $2.00 per hr for Cranes with Boom length & jib 200ft. and over.
Additional $2.00 per hr over B rate for Nuclear Leader work.
Additional $0.40 per hr for tunnel or excavation of shaft 40' or more deep.
Additional $2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 24.17	$ 24.47	$ 24.87

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday. Employees who work a Saturday holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES
Wages per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

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

Supplemental Benefits per hour worked

	07/01/2015	07/01/2016	07/01/2017
All terms	$ 19.60	$ 19.90	$ 20.30

1-158 Alb

Operating Engineer - Heavy&Highway 04/01/2016

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES
Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

CLASSIFICATION A:
Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:
Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder

CLASSIFICATION C:
A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), oiler (used in conjunction with production), Bituminous Heater (self-propelled), oat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro -Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2015	07/01/2016	07/01/2017
Master Mechanic	$ 40.52	$ 42.07	$ 43.79
Class A*	38.91	40.46	42.18
Class B	38.00	39.55	41.27
Class C	35.43	36.98	38.70

Additional $2.00 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.
Additional $2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(*) Premiums for CRANES is based upon Class A rates with the following premiums:
- Additional $4.00 per hr for Tower Cranes, including self erecting.
- Additional $3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional $2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	$ 24.45	$ 24.80	$ 25.20

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on a Saturday, it will be celebrated on Saturday.

REGISTERED APPRENTICES
Wages per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

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

Supplemental Benefits per hour worked

	07/01/2015	07/01/2016	07/01/2017
All Terms	$ 19.85	$ 20.20	$ 20.60

1-158H/H Alb

Operating Engineer - Marine Construction 04/01/2016

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 04/01/2016

JOB DESCRIPTION Operating Engineer - Survey Crew **DISTRICT** 12

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

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES
These rates apply to Building and Heavy Highway.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who runs the instrument and assists the Party Chief.
Rod Person - One who holds the rods and, in general, assists the Survey Party.

	07/01/2015
Party Chief	$ 36.53
Instrument Person	33.46
Rod Person	24.46

Additional $3.00 per hr. for work in a Tunnel.
Additional $2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 23.75

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

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

REGISTERED APPRENTICES
WAGES: 1000 hour terms for Instrument & Rod Persons at the following rates:

	07/01/2015
0-1000 Hrs	$ 14.68
1001-2000 Hrs	17.12
2001-3000 Hrs	19.57

SUPPLEMENTAL BENEFITS per hour worked:

All Terms	$ 23.75

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer 04/01/2016

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 12

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

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES
These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who runs the instrument and assists the Party Chief.
Rod Person - One who holds the rods and, in general, assists the Survey Party.

	07/01/2015
Party Chief	$ 36.53
Instrument Person	33.46
Rod Person	24.46

Additional $3.00 per hr. for work in a Tunnel.
Additional $2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 23.75

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

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

12-158-545 DCE

Operating Engineer - Tunnel 04/01/2016

JOB DESCRIPTION Operating Engineer - Tunnel **DISTRICT** 7

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: Northern part of Dutchess to the northern boundary line of the City of Poughkeepie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Rte. 343 then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains to Connecticut.
Genesee: Only that portion of the county that lies east of a linedrawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES
Crane 1: All cranes, including self erecting to be paid $4.00 per hour over the Class A rate.
Crane 2: All Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty (50) ton and over to be paid $3.00 per hour over Class A rate.
Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton nad below, including boom trucks, to be paid $2.00 per hour over Class A rate.

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor-mounted,rubber tired); Belt Placer (CMI Type); Blacktop Plant (Automated); Cableway; Caisson Auger; Central Mix Concrete Plant (Automated); Concrete Curb Machine (Self-propelled slipform) Concrete Pump (8" or over); Dredge; Dual Drum Paver; Any Mechanical Shaft Drill; Excavator (all purpose-hydraulic-Gradall or Similar); Fork Lift (factory rated 15 ft and over); Front End Loader (4 c.y & over); Gradall; Head Tower (Sauerman or Equal), Hoist Shaft; Hoist (two or three Drum); Mine Hoist; Maintenance Engineer (Shaft and Tunnel) ; Mine Hoist; Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Mach.; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt Type Loader; Tripper/Maintenance Eng.(Shaft & Tunnel); Truck or Trailer Mounted Log Chipper (self-feeding); Tug Operator (Manned rented equip. excluded); Tunnel Shovel; Mining Machine(Mole and Similar Types).

CLASS B: Automated Central Mix Concrete Plant; Backhoe Trac-Mtd, Rubber Tired); Backhoe (topside); Bitum. Spred. & Mixer, Blacktop Plant non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant(NonAutomated) and All Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (Tractor Mounted); Front End Loader (under 4 c.y.); Grayco Epoxy Machine; Hoist (One Drum); Hoist 2 or 3 Drum (Topside); Kolman Plant Loader & Similar Type Loaders (if Employer requires another person to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maint. Eng. (Topside); Grease Man; Welder; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Eng.; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Mach.; Shovel (Topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Winch and Winch Cat.

CLASS C: A Frame Truck; Ballast Regulator (ride-on); Compressors (4 under 2,000 cfm combined capacity; or 3 or less with more than 1200 cfm. but not to exceed 2,000 cfm); Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-4 of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill well; Elec Pump Used in Conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; ForkLift (under 15 ft); Grout Pump (over (5) cu. ft.; Gunite Machine; Hammers (hydraulic- self propel.); Hydra-Spiker-Ride on; Hydra-Blaster; Hydra Blaster (water); Motorized Form Carrier; Post Hole Digger & Post Driver; Power Sweep; Roller grade & fill); Scarifer (Ride on); Span-Saw (Ride-on); Submersible Electric Pump (when used in lieu of well point system); Tamper (Ride-on); Tie-Extractor, Tie Handler, Tie Inserter, Tie Spacer and Track Liner (Ride-on); Tractor (with towed accessories); Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors(3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors(any size, but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-3 or less-any type or combination); Concrete Saw (self propelled); Fireman; Form Tamper; Hydraulic Pump (jacking system); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broome towed; Power Heaterman; Revinius Widener; Shell Winder; Steam Cleaner and Tractor; Greaseman; Junior Engineer.

Per hour:	07/01/2015
Crane 1	$ 44.56
Crane 2	43.56
Crane 3	42.56
Master Mechanic	42.75
CLASS A	40.56
CLASS B	39.34
CLASS C	36.55
CLASS D	33.54

On hazardous waste work bid, on a state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus $5.00 per hour. Fringe benefits will be paid at the contractual hourly wage.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	$ 25.60

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

(1000) hours terms at the following percentages.

1st term	60% of Class B
2nd term	65% of Class B
3rd term	70% of Class B
4th term	75% of Class B

Supplemental Benefits per hour paid:

$ 25.60

7-158-832TL.

Painter 04/01/2016

JOB DESCRIPTION Painter **DISTRICT** 1

ENTIRE COUNTIES
Albany, Fulton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES
Per hour

	07/01/2015	05/01/2016 Additional	05/01/2017 Additional
Painter\Wallcover	$ 28.24	$ 1.40	$ 1.40
Drywall Finishers	28.24	1.40	1.40
Spray Rate	28.24	1.40	1.40
Structrual Steel*	29.24	1.40	1.40
Lead Abatement	29.24	1.40	1.40
Lead Abatement on Structural Steel	30.24	1.40	1.40

(*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.

Bridge Painter
See Bridge Painter rates for the following work:
All Bridges and Tanks

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman $11.97

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
Wages per hour

1000 hour terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th	5th	6th
45%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

All Terms $11.97

1-466-Z1

Painter - Bridge & Structural Steel 04/01/2016

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 + 5.63*	$ 49.00 + 6.13*
From Nov. 16th to April 30th -		
	$ 48.00 + 5.63*	$ 49.00 + 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 04/01/2016

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 04/01/2016

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

Plumber 04/01/2016

JOB DESCRIPTION Plumber **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

PARTIAL COUNTIES
Hamilton: Only the Towns of Arietta, Benson, Hope, Inlet, Lake Pleasant, Morehouse and Wells.
Saratoga: Only the Towns of Charlton, Clifton Park, Galway,Halfmoon, Milton, Stillwater and Waterford and the city of Mechanicville.

WAGES
Per hour:

	07/01/2015
Plumber:	
Pipefitter, Steamfitter	$ 38.27

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 24.46

OVERTIME PAY
See (B1, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Whenever a Holiday falls on Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

REGISTERED APPRENTICES
Wages per hour
One year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th
45 %	55 %	65 %	75 %	90 %

Supplemental Benefits per hour worked:

	07/01/2015
Apprentices	$ 24.46

1-7-SF

Roofer 04/01/2016

JOB DESCRIPTION Roofer **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES
Per hour

	07/01/2015	06/01/2016 Additional	06/01/2017 Additional
Roofer/Waterproofer	$ 28.45	$1.75	$1.50
Asphalt Cold Process	28.95		
Pitch & Asbestos	30.45		

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 16.07

OVERTIME PAY
See (B, E*, Q) on OVERTIME PAGE.
* Saturday may be used as a make up day at straight time if employee misses 8 hrs or more during that week due to inclement weather.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

REGISTERED APPRENTICES
Wages per hour

(1/2) year terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional $2.00 must be paid in wages.

1st yr 1st half	50%
1st yr 2nd half	58%
2nd yr 1st half	66%
2nd yr 2nd half	74%
3rd yr 1st half	82%
3rd yr 2nd half	90%

Supplemental Benefits per hour worked

1st yr 1st half	$ 14.30
1st yr 2nd half	14.49
2nd yr 1st half	14.72
2nd yr 2nd half	14.92
3rd yr 1st half	15.20
3rd yr 2nd half	15.40

1-241

Sheetmetal Worker 04/01/2016

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour

	07/01/2015
Sheetmetal Worker	$ 31.84

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 28.22

OVERTIME PAY
See (B,E*,Q,) on OVERTIME PAGE
* Time and one half 1st 8 hours on Saturday. Double the hourly rate all additional Saturday hours.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES
Wages per hour

6 Month Terms at the following rate:

1st term	$ 17.31
2nd term	18.76
3rd term	19.49

4th term	20.22
5th term	19.55
6th term	20.52
7th term	22.14
8th term	23.75
9th term	25.37
10th term	26.99

Supplemental Benefits per hour worked

1st term	$ 17.22
2nd term	17.95
3rd term	18.21
4th term	18.46
5th term	23.41
6th term	23.79
7th term	24.43
8th term	25.05
9th term	25.69
10th term	26.33

1-83

Sprinkler Fitter 04/01/2016

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

ENTIRE COUNTIES
Albany, Rensselaer, Saratoga, Schenectady, Warren

WAGES

Per hour	07/01/2015
Sprinkler Fitter	$ 32.18

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 21.02

OVERTIME PAY
See (B, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES
Wages per hour

For Apprentices HIRED PRIOR TO 04/01/2010:

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
50%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 8.15	$ 8.15	$ 15.12	$ 15.12	$21.02	$21.02	$21.02	$21.02	$21.02	$21.02

For Apprentices HIRED ON OR AFTER 04/01/2010:

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 8.56	$ 8.60	$ 15.37	$ 15.41	$ 15.96	$ 16.00	$ 16.05	$ 16.09	$ 16.14	$ 16.18

For Apprentices HIRED ON OR AFTER 04/01/2013:

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 7.90	$ 7.90	$ 15.12	$ 15.12	$ 15.37	$ 15.37	$ 15.37	$ 15.37	$ 15.37	$ 15.37

1-669-3

Teamster - Building 04/01/2016

JOB DESCRIPTION Teamster - Building **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Warren: Only the Townships of Bolton, Warrensburg, Thurman,Stony Creek, Lake George, Lake Luzerne and Queensbury.

WAGES
GROUP # A:
Straight trucks, winch, transit mix on the site, road oilers,
dump trucks, pick-ups, panel, water trucks, fuel trucks on the site
(including nozzle).

GROUP # B:
Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

	07/01/2015	07/01/2016
Group A	$ 26.29	$ 26.73
Group B	26.59	27.03

SUPPLEMENTAL BENEFITS
Per hour worked

	07/01/2015	07/01/2016
Journeyman	$ 19.04	$ 20.10

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294

Teamster - Heavy&Highway 04/01/2016

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell, and Queensbury.

WAGES
GROUP #1:
Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:
Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:
Semi-Trailers, Low-boy Trucks, Asphalt Distribitor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:
Specialized Earth Moving Equipment, Euclid type, or similar off-highway,where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:
Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour	07/01/2015
Group #1	$26.92
Group #2	26.97
Group #3	27.06
Group #4	27.17
Group #5	27.32

Hazardous waste projects that require a Level C or greater protection shall be paid an additional $ 1.00 per hour.
All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional $1.50 per hour.
For work bid on or after April 1, 1995, there shall be a 12 month carryover of the negotiated rate in effect at the time of the bid.

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday.

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:

$ 20.90
+$1.00 per
hour worked

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

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

1-294h/h

Welder 04/01/2016

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

Jefferson County General Construction

Boilermaker 04/01/2016

JOB DESCRIPTION Boilermaker **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Clinton, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

Per hour:	07/01/2015	01/01/2016	01/01/2017
			Additional
Boilermaker	$ 29.63	$ 30.38	$ 1.15

SUPPLEMENTAL BENEFITS

Per hour paid:		
Journeyman	$ 24.95**	$ 25.50**

** IMPORTANT NOTE: Portion of supplemental benefits per hour paid at same premium as shown for overtime.

Journeyman	$ 23.72	$ 23.97

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
NOTE: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed. When Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES
WAGES per hour:

Six month terms at the following percentage of Journeyman's wage.

	1st 65%	2nd 65%	3rd 70%	4th 75%	5th 80%	6th 85%	7th 90%	8th 95%
07/01/2015	$ 19.26	$ 19.26	$ 20.74	$ 22.22	$ 23.70	$ 25.19	$ 26.67	$ 28.15
01/01/2016	$ 19.75	$19.75	$ 21.27	$ 22.79	$ 24.30	$ 25.82	$ 27.34	$ 28.86

SUPPLEMENTAL BENEFITS per hour paid:

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2015	$ 19.09	$ 19.09	$ 19.93	$ 20.76	$ 21.59	$ 22.44	$ 23.29	$ 24.12
01/01/2016	$ 19.55	$ 19.55	$ 20.41	$ 21.25	$ 22.09	$ 22.95	$ 23.82	$ 24.66

*IMPORTANT NOTE: Portion of supplemental benefits per hour paid at same premium as shown for overtime.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2015	$ 17.86*	$ 17.86*	$ 18.70*	$ 19.53*	$ 20.36*	$ 21.21*	$ 22.06*	$ 22.89*
01/01/2016	$ 18.02*	$ 18.02*	$ 18.88*	$ 19.72*	$ 20.56*	$ 21.42*	$ 22.29*	$ 23.13*

6-175

Carpenter - Building 04/01/2016

JOB DESCRIPTION Carpenter - Building **DISTRICT** 6

ENTIRE COUNTIES
Jefferson, Lewis, St. Lawrence

WAGES

Per hour:	07/01/2015
Carpenter	$ 27.32
Floorlayer	27.32
Piledriver	27.57
Diver - Wet Day***	61.25

Diver - Dry Day	28.32
Dive Tender	28.32

NOTE: Additional premiums for the following work listed below:

Hazardous Waste Worker*	$ 1.50
Certified Welder**	1.00

*For work within a contaminated area on a State or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to wear required forms of personal protection.

**When the employee is required to be certified and performs DOT or ABS specified welding work.

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.

***Depth pay:	0' to 80'	no additional fee
	81' to 100'	additional $0.50 per foot
	101' to 150'	additional $0.75 per foot
	151' and deeper	additional $1.25 per foot
***Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional $0.75 per foot
	101' and deeper	additional $1.00 per foot

Diver Note: Diver rates apply to all hours worked on the day of the dive. The deepest dive of the day shall constitute the depth pay.

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2015
Journeyman	$ 19.10

OVERTIME PAY

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

* NOTE - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

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

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES

WAGES: One year terms.

Appr 1st term	$ 13.66
Appr 2nd term	16.39
Appr 3rd term	19.12
Appr 4th term	21.86

SUPPLEMENTAL BENEFITS per hour worked:

Appr 1st term	$ 10.24
Appr 2nd term	10.24
Appr 3rd term	12.84
Appr 4th term	12.84

6-277 JLS

Carpenter - Building / Heavy&Highway 04/01/2016

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing 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
Wages per hour:

	07/01/2015
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface Installer	$ 28.99

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

SUPPLEMENTAL BENEFITS
Per hour worked plus paid holidays:

Journeyman	$ 19.34

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

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE
Notes:
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.
An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES
Wages per hour:

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

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

Supplemental Benefits per hour paid:

	07/01/2015
1st year term	$ 10.25
2nd year term	10.25
3rd year term	12.85
4th year term	12.85

2-42AtSS

Carpenter - Heavy&Highway 04/01/2016

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Broome, Cayuga, Chemung, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Yates

WAGES
Per hour

	07/01/2015
Carpenter	$ 28.99
Millwright	30.49
Piledriver	28.99
Diver-Wet Day	53.99
Diver-Dry Day	29.99
Diver-Tender	29.99

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:
- When project owner mandates a single irregular work shift, the employee will receive an additional $2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.00 per hour.
- Certified welders when required to perform welding work will receive an additional $1.50 per hour.
- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.

- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- Depth pay for Divers based upon deepest depth on the day of the dive:
  - 0' to 50' no additional fee
  - 51'to 100' additional $.50 per foot
  - 101'to 150' additional $0.75 per foot
  - 151'and deeper additional $1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
  - 0' to 50' no additional fee
  - 51' to 100' additional $.75 per foot
  - 101' and deeper additional $1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.
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 worked plus paid holidays:

Journeyman	$ 19.34

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

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

REGISTERED APPRENTICES
WAGES: One year terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour worked plus paid holidays:

1st year term	$ 10.25
2nd year term	10.25
3rd year term	12.85
4th year term	12.85

2-277HH-Bro

Electrician 04/01/2016

JOB DESCRIPTION Electrician **DISTRICT** 6

ENTIRE COUNTIES
Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

WAGES

Per hour:	07/01/2015	04/01/2016	04/01/2017 Additional
Electrician	$ 33.00	$ 33.00	$ 1.25
Cable Splicer	34.50	34.50	1.25
Welder	34.50	34.50	1.25

NOTE: Additional premiums for the following work listed:
-Additional $1.50 per hour for work performed underground such as tunnels and mine shafts. Excludes manholes and walkway tunnels between buildings.
-Additional $1.50 per hour for working 35 feet or more on scaffolds, ladders, towers, steeples, structural steel; or mechanical lifts over 65 feet.

Shift Work: The following rates will apply on all Contracting Agency mandated shifts worked between the hours listed below. The employer may be permitted to adjust the starting hours of the shift by up to two (2) hours if required by the agency. If a shift begins outside of the stated shift hours, the rate paid would be determined by what shift the majority of the hours were worked.

1st shift:	8:00 AM to 4:30 PM Regular wage rate
2nd shift:	4:30 PM to 1:00 AM Regular wage rate plus 17.3%
3rd shift:	12:30 AM to 9:00 AM Regular wage rate plus 31.4%

** IMPORTANT NOTICE - EFFECTIVE 07/01/2012 **
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:

Journeyman	$ 18.13 *plus 3% of gross wage	$ 19.23 *plus 3% of gross wage

* NOTE: THE 3% IS BASED ON THE HOURLY WAGE PAID ON STRAIGHT TIME RATE OR PREMIUM TIME RATE.

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

HOLIDAY

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

REGISTERED APPRENTICES
WAGES: Hourly terms at the following percentage of Journeyman's wage.

	1-1000 40%	to 2000 45%	to 3500 50%	to 5000 60%	to 6500 70%	to 8000 80%
Electrician	$13.20	$14.85	$16.50	$19.80	$23.10	$26.40
Cable Splicer, Tunnel	$14.70	$16.35	$18.00	$21.30	$24.60	$27.90

SUPPLEMENTAL BENEFITS per hour worked:

Appr 1st & 2nd term	$ 8.72 * plus 3% of gross wage	$ 9.57 * plus 3% of gross wage
Appr All other terms	$ 18.13 * plus 3% of gross wage	$ 19.23 * plus 3% of gross wage

* NOTE: THE 3% IS BASED ON THE HOURLY WAGE PAID ON STRAIGHT TIME RATE OR PREMIUM TIME RATE.

6-910

Elevator Constructor 04/01/2016

JOB DESCRIPTION Elevator Constructor **DISTRICT** 6

ENTIRE COUNTIES
Broome, Cayuga, Chenango, Cortland, Franklin, Jefferson, Lewis, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins

PARTIAL COUNTIES
Delaware: Only the towns of: Tompkins, Walton, Masonville, Sidney, Franklin and Deposit.
Madison: Only the towns of: Cazenovia, Deruyter, Eaton, Fenner, Georgetown, Lebanon, Lenox, Nelson and Sullivan.
Oneida: Only the towns of: Camden, Florence and Vienna.

WAGES

Per hour:	07/01/2015	01/01/2016	01/01/2017
Elevator Constructor	$ 42.03	$ 42.87	$ 43.79
Helper	29.42	30.00	30.65

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, except work on general repairs and modernization.

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 worked:

Journeyman	$ 28.385*	$ 29.985*	$ 31.585*

*NOTE - add 6% of regular hourly rate for all hours worked

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE
NOTE: When a paid holiday falls on a Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
WAGES: 850 hour terms at the following percentage of Journeyman's wage.

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

SUPPLEMENTAL BENEFITS:

1st term: None
2nd - 8th term: Same as Journeyman.

6-62.1

Glazier 04/01/2016

JOB DESCRIPTION Glazier **DISTRICT** 5

ENTIRE COUNTIES
Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates

WAGES

Per hour:	07/01/2015	05/01/2016 Additional	05/01/2017 Additional
Glazier	$ 24.50	$ 1.25	$ 1.25

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
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 worked:

Journeyman $ 20.25

OVERTIME PAY
See (B, E, E2*, Q, Note) on OVERTIME PAGE.
*Note - Or circumstances beyond the control of the employer.

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

REGISTERED APPRENTICES
1000 hours terms at the following percentage of journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.
50%	55%	60%	65%	70%	75%	80%	90%

Supplemental Benefits per hour worked:

Hired before 05/01/2014

Appr. 1st & 2nd term	$ 14.75
Appr. 3rd term	18.05
Appr. 4th term	18.33
Appr. 5th term	18.60
Appr. 6th term	18.88
Appr. 7th term	19.15
Appr. 8th term	19.70

Hired after 05/01/2014

Appr. 1st term	$ 9.75
Appr. 2nd term	10.21
Appr. 3rd term	13.96
Appr. 4th tern	14.70
Appr. 5th term	15.42
Appr. 6th term	16.16
Appr. 7th term	16.88
Appr. 8th term	18.34

5-677.1

Insulator - Heat & Frost 04/01/2016

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 6

ENTIRE COUNTIES
Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

WAGES

Per hour:	07/01/2015	05/01/2016 Additional	05/01/2017 Additional
Insulation Installer (On mechanical systems only)	$ 30.15	$ 1.51	$ 1.56

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS WORKED.

1ST SHIFT	$ 30.15
2ND SHIFT	34.67
3RD SHIFT	37.69

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
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 worked:	07/01/2015
Journeyman	$ 20.20

OVERTIME PAY
See (*B1, Q) on OVERTIME PAGE
*NOTE: First 10 hours on Saturday

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (4,6) on HOLIDAY PAGE. Also Easter. Triple time for Labor Day if worked.

NOTE: When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

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

1st	2nd	3rd	4th
50%	60%	70%	80%
$ 15.08	$ 18.09	$ 21.11	$ 24.12

SUPPLEMENTAL BENEFITS per hour worked:

1st & 2nd years	$ 18.20
3rd & 4th years	20.20

6-30-Syracuse

Ironworker 04/01/2016

JOB DESCRIPTION Ironworker **DISTRICT** 7

ENTIRE COUNTIES
Franklin, Herkimer, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES
Chenango: Only the Townships of Columbus, New Berlin, North Norwich,Plymouth, Sherburne and Smyrna.
Fulton: Only the Townships of Caroga, Ephratah ,Oppenheim, Strafford.
Hamilton: Only the Townships of Arietta, Indian Lake, Lake Pleasant,Long Lake and Morehouse.
Jefferson: Only the Townships of Antwerp, Champion, Philadelphia andWilna.
Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon,Madison, Oneida and Stockbridge.
Montgomery: Only the Townships of Canajoharie, Minden, Palatine and St.Johnsville.
Otsego: Only the Townships of Burlington, Cherry Valley, Decatur,Edmeston, Exeter, Hartwick, Middlefield, New Lisbon, Otsego, Pittsfield, Plainfield, Richfield,Roseboom,Springfield and Westford, and Village of Cooperstown.

WAGES

Per hour	07/01/2015
Structural/Reinforcing	$ 25.95
Mach. Mover/Ornamental	25.95
Stone Derrickman	25.95
Chain Link Fence	25.95
Sheeter Bucker-Up	25.95
Sheeter Ironworker	25.95
Pre-engineered Building	25.95
Window Erector	25.95
Precast Erector	25.95
Welder	25.95

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 25.49

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Any holiday which occurs on Sunday shall be observed the following Monday.(Overtime code Q if worked).

REGISTERED APPRENTICES
Wage per hour

(Hour) terms at the following percentage of Journeyman's wage.

	to 1500	to 3000	to 4500	to 6000
07/01/2015	$ 16.50	$ 18.50	$ 20.50	$ 22.50

Supplemental Benefits per hour worked:

	to 1500	to 3000	to 4500	to 6000
07/01/2015	$ 10.25	$ 16.84	$ 17.78	$18.72

7-440

Ironworker 04/01/2016

JOB DESCRIPTION Ironworker **DISTRICT** 6

ENTIRE COUNTIES
Broome, Cayuga, Cortland, Onondaga, Oswego, Seneca, Tioga, Tompkins

PARTIAL COUNTIES
Chenango: Only the Townships of Lincklaen, Otselic, Pitcher, Pharsalia, German, McDonough, Preston, Norwich, Smithville, Oxford, Guilford, Greene, Coventry, Bainbridge and Afton.
Jefferson: Only the Townships of Alexandria, Theresa, Clayton, Orleans, Cape Vincent, Lyme, Brownville, Pamelia, LeRay, Hounsfield, Watertown, Rutland, Adams, Henderson, Rodman, Ellisburg, Lorraine and Worth.
Madison: Only the Townships of Sullivan, Lenox, Lincoln, Fenner, Smithfield, Cazenovia, Nelson, DeRuyter and Georgetown.
Schuyler: Only the Townships of Cayuta, Catharine, Hector and Montour.

Wayne: Only the Townships of Galen, Savannah, Rose, Butler, Huron and Wolcott

WAGES

Per hour:	07/01/2015
Structural, Reinforcing, Re-bar	$ 28.70
Machinery Mover & Rigger	28.70
Ornamental & Curtain Wall, Window Wall	28.70
Pre-Glazed Metal Framed Windows Attached to Steel or Masonry Including Caulking	28.70
Fence Erector (Chain Link/Security)	28.70
Sheeter/Bridge Rail	28.70
Pre-Cast Erector	28.70
Stone Derrickman	28.70
Pre-Engineered Building Erector	28.70
Welder	28.70

NOTE: Shift work mandated by the project owner. All shifts will be (8) hours

1st Shift	$ 28.70
2nd Shift	31.57
3rd Shift	33.01

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeymen	$ 23.05

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

REGISTERED APPRENTICES

WAGES: One year terms at the following rates.

1st	2nd	3rd	4th
$ 15.00	$ 17.00	$ 19.00	$ 21.00

SUPPLEMENTAL BENEFITS per hour worked:

1st year	$ 9.75
2nd year	16.58
3rd year	17.55
4th year	18.53

6-60

Laborer - Building 04/01/2016

JOB DESCRIPTION Laborer - Building **DISTRICT** 7

ENTIRE COUNTIES

Franklin, Jefferson, Lewis, St. Lawrence

WAGES

Group #1: All Laborers (except as noted).
Group #2: Hazardous waste & asbestos removal

Wages per hour:

	07/01/2015
Building Laborer:	
Group # 1	$ 23.58
Group # 2	25.08

These rates also apply on any masonry-type construction (block or brick with mortar), and on parking garages.

SUPPLEMENTAL BENEFITS
Per hour worked:

All groups $ 20.30

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

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

REGISTERED APPRENTICES
Wages per hour:

(Hour) terms at the following percentages of Journeyman's wage:

to 1000	to 2000	to 3000	to 4000
60%	70%	80%	90%

Supplements per hour worked:

All terms $ 20.30

7-1822

Laborer - Heavy&Highway **04/01/2016**

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 7

ENTIRE COUNTIES
Franklin, Jefferson, Lewis, St. Lawrence

WAGES
GROUP # A: Basic, Drill Helper, Flagman.

GROUP # B: Bull Float(for strike-off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all Steel Mesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type
Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators(1-1/2" and Single Diaphragm), Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C: Drilling Machine(only where separate air compressor unit supplies power),Acetylene Torch Operators, Asphalt Raker and Powderman.

Group #D: Blasters, Form Setters, Stone or Granite Curb Setters.

WAGES per hour:

	07/01/2015
Heavy/Highway Laborer:	
GROUP # A	$ 24.21
GROUP # B	24.41
GROUP # C	24.61
GROUP # D	24.91

Additional $2.00 per hr. over base rate for work on a State or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection; Hazardous waste, Lead
abatement, Asbestos Removal, etc.

**Employees working a single irregular work shift on governmental mandated
night work shall receive an additional $1.75 per hour.

SUPPLEMENTAL BENEFITS
Per hour worked: 07/01/2015

All Groups $ 20.30

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

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

REGISTERED APPRENTICES
(Hour)terms at the following percentage of Journeyman's wage.

to 1000	to 2000	to 3000	to 4000
60%	70%	80%	90%

Supplemental benefits per hour worked:
All terms $ 20.30

7-1822/2h(2)

Laborer - Tunnel 04/01/2016

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 7

ENTIRE COUNTIES
Franklin, Jefferson, Lewis, St. Lawrence

WAGES
There shall be a twelve (12) month carryover from the bid date of the posted proposal wage and fringe benefit rates. However, if the project documents contain multiyear wage rate schedules, the Employer shall be obligated to pay the wage rates therein as they become effective.
GROUP A: General Laborer and Changehouse Man.
Group B: Miners and all Machine Men,Safety Miner, all Shaftwork,Caisson Work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper,Guniting pot to Nozzle, Bit Grinder, Signal Man (top and bottom), Concrete men, Shield-driven tunnels, Mixed face and soft ground, liner plate tunnels in free air.

WAGES (per hour)	07/01/2015
Tunnel Laborer:	
Group A)	$ 27.39
Group B)	27.59

**Additional $2.00 per hr. over base rate for work on a State or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

SUPPLEMENTAL BENEFITS
Per hour worked:

$ 20.30

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

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

REGISTERED APPRENTICES
Wages:
1000 hour terms at the following percentages of Miner's wage:

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

Supplements:

1st	2nd	3rd	4th
$ 20.30	$ 20.30	$ 20.30	$ 20.30

7-1822T(2)

Lineman Electrician 04/01/2016

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

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

WAGES
Per hour:

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

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

	07/01/2015	05/02/2016
		Additional
Lineman, Technician	$ 46.90	$ 2.50
Crane, Crawler Backhoe	46.90	2.50
Welder, Cable Splicer	46.90	2.50
Digging Machine Operator	42.21	2.50
Tractor Trailer Driver	39.87	2.50
Groundman, Truck Driver	37.52	2.50
Mechanic 1st Class	37.52	2.50
Flagman	28.14	2.50

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

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

		Additional
Lineman, Technician	$ 46.90	$ 2.50
Crane, Crawler Backhoe	46.90	2.50
Cable Splicer-Pipe Type Cable	51.59	2.50
Cert. Welder-Pipe Type Cable	49.25	2.50
Digging Machine Operator	42.21	2.50
Tractor Trailer Driver	39.87	2.50
Mechanic 1st Class	37.52	2.50
Groundman, Truck Driver	37.52	2.50
Flagman	28.14	2.50

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

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

		Additional
Lineman, Technician, Welder	$ 48.20	$ 2.50
Crane, Crawler Backhoe	48.20	2.50
Digging Machine Operator	43.38	2.50
Tractor Trailer Driver	40.97	2.50
Groundman, Truck Driver	38.56	2.50
Mechanic 1st Class	38.56	2.50
Flagman	28.92	2.50
Cert. Welder-Pipe Type Cable	50.61	2.50
Cable Splicer-Pipe Type Cable	53.02	2.50

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

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

		Additional
Lineman, Technician, Welder	$ 49.41	$ 2.50
Crane, Crawler Backhoe	49.41	2.50
Cable Splicer	49.41	2.50
Digging Machine Operator	44.47	2.50
Tractor Trailer Driver	42.00	2.50
Groundman, Truck Driver	39.53	2.50
Mechanic 1st Class	39.53	2.50
Flagman	29.65	2.50

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

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

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

** IMPORTANT NOTICE **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form 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 worked (but also required on non-worked holidays):

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

Journeyman	$ 20.50 *plus 7% of hourly wage

*The 7% is based on the hourly wage paid, straight time rate or premium rate.

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

HOLIDAY

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

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

REGISTERED APPRENTICES
WAGES: 1000 hour terms at the following percentage of the Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

Lineman Electrician - Teledata 04/01/2016

JOB DESCRIPTION Lineman Electrician - Teledata **DISTRICT** 6

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

WAGES
Per hour:

FOR OUTSIDE WORK.

	07/01/2015	01/01/2016	01/01/2017
Cable Splicer	$ 29.70	$ 30.29	$ 30.90
Installer, Repairman	28.19	28.75	29.33
Teledata Lineman	28.19	28.75	29.33
Technician, Equipment Operator	28.19	28.75	29.33
Groundman	14.95	15.25	15.56

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

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 4.43 *plus 3% of wage paid	$ 4.43 *plus 3% of wage paid	$ 4.43 *plus 3% of wage paid

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

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

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting 04/01/2016

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting **DISTRICT** 6

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

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

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

A flagger's duties shall consist of traffic control only.

(Ref #14.01.01)

Per hour:

	07/01/2015	05/02/2016 Additional
Lineman, Technician	$ 41.04	$ 2.00
Crane, Crawler Backhoe	41.04	2.00
Certified Welder	43.09	2.00
Digging Machine	36.94	2.00
Tractor Trailer Driver	34.88	2.00
Groundman, Truck Driver	32.83	2.00
Mechanic 1st Class	32.83	2.00
Flagman	24.62	2.00

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

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

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

** IMPORTANT NOTICE **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form 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 worked (but also required on non-worked holidays):

Journeyman	$ 20.50 *plus 7.0% of hourly wage

*The 7% is based on the hourly wage paid, straight time rate or premium rate.
Supplements paid at STRAIGHT TIME rate for holidays.

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

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

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

REGISTERED APPRENTICES
WAGES: Per hour. 1000 hour terms.

1st	2nd	3rd	4th	5th	6th	7th
$ 24.62	$ 26.68	$ 28.73	$ 30.78	$ 32.83	$ 34.88	$ 36.94

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer 04/01/2016

JOB DESCRIPTION Lineman Electrician - Tree Trimmer **DISTRICT** 6

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

WAGES
Per hour:

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

	07/01/2015
Tree Trimmer	$ 22.80
Equipment Operator	20.11
Equipment Mechanic	20.11
Truck Driver	17.00
Groundman	13.94
Flag person	9.93

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

Journeyman	$ 9.14 *plus 3% of hourly wage

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

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

HOLIDAY
Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.
All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building 04/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 12

ENTIRE COUNTIES
Herkimer, Jefferson, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES
Madison: Entire County except the Townships of Sullivan & Cazenovia

WAGES

Per hour	07/01/2015
Tile/Marble/Terazzo	
Setter	$ 28.78
Finisher	24.43

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 worked

Journeyman Setters	$ 16.63
Journeyman Finishers	16.23

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

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

REGISTERED APPRENTICES
Wages per hour

Hour terms at the following percentage of journeyman's wage

Setter:	
1st term 500 hours	60%
2nd term 1000 hours	70%
3rd term 1000 hours	80%
4th term 1000 hours	85%
5th term 1000 hours	90%
6th term 1500 hours	95%

Finsher;	
1st term 500 HOURS	70%
2ND term 1000 HOURS	80%
3RD term 1000 HOURS	90%
4TH term 1200 HOURS	95%

Supplemental Benefits per hour worked

Setter:	
1st & 2nd Term	$10.04
3rd & 4th Term	13.33
5th Term	14.99
6th Term	16.63

Finishers:	
1st & 2nd Term	$ 9.69

All others 12.96

12-2TS.2

Mason - Building 04/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 12

ENTIRE COUNTIES
Jefferson

PARTIAL COUNTIES
Lewis: The townships of Diana, Croghan, Denmark, Pickney, Harrisburg, Lowville, New Breman, Watson, Martinsburg, Montague, Highmarket, & Greig

WAGES

Per hour	07/01/2015
Bricklayer/Blocker	$ 31.75
Cement Mason(Bldg)	31.75
Plasterer/Fireproofing*	31.75
Stone Mason	31.75
Concrete Cutter	31.75
Pointer/Caulker/Cleaner	31.75

Additional $.25 per hr. for work in restricted radiation area of atomic plant.
Additional $5.00 per day more for employees working on a two-point suspension scaffold (Pointer, Caulker, and Cleaner are excluded).

(*)Fireproofer on Structural only.

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 worked

Journeyman $ 19.39

OVERTIME PAY
See (B, E, *E2, Q) on OVERTIME PAGE
*Provided employee worked minimum of 16 hours, but no more than 32 hours during the present work week.

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

REGISTERED APPRENTICES
Wages per hour

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

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

All Terms $ 19.39

12-2b.5

Mason - Heavy&Highway 04/01/2016

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 12

ENTIRE COUNTIES
Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES
Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

WAGES
Per hour

	07/01/2015
Mason & Bricklayer	$34.01

Additional $1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman
$ 18.38

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES
Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

$ 18.38

12-2hh.1

Millwright 04/01/2016

JOB DESCRIPTION Millwright **DISTRICT** 6

ENTIRE COUNTIES
Jefferson, Lewis, Onondaga, Oswego, St. Lawrence

WAGES
Per hour:

	07/01/2015	07/01/2016	07/01/2017
		Additional	Additional
Millwright*	$ 27.00	$ 1.40	$ 1.40
Machinist**	28.25	1.40	1.40

NOTE: Additional premiums for the following work listed below:

Hazardous Waste Work***	$ 1.25
Certified Welder	1.25

* Regarding water and sewer treatment plants, the Millwright Building rate is applicable for Millwrights only performing maintenance and upkeep of existing equipment.
** A Machinist is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
*** If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister type chemical respirators) are required.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman $ 19.59

OVERTIME PAY
See (B, E, *E2, Q) on OVERTIME PAGE
*NOTE - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
WAGES: One year terms at the following percentage of Journeyman's wage.

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

SUPPLEMENTAL BENEFITS per hour worked:

Appr 60%	$ 8.80
Appr 70%	16.35
Appr 80%	17.43
Appr 90%	18.51

6-1163 JLOOS

Operating Engineer - Building 04/01/2016

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES
NOTE:
---If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable. When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.
---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.
---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASSIFICATION A: Air Plako, Asphalt & Blacktop Roller, Automated Concrete Spreader (CMI or equivalent), Automated Fine Grade Machine (CMI), Backhoe, Barrel Shredder, Belt Placer, Blacktop Spreader (such as Barber-Greene & Blaw Knox), Blacktop Plant (automated), Blast or Rotary Drill (Truck or Cat mounted), Boom Truck, Burning Plant Operator, Cableway, Caisson Auger, Central Mix Plant (automated), Concrete Pump, Crane*, Crusher (Rock), Derrick, De-watering Press, Diesel Power Unit, Dirt Filter Press with Operation Equipment, Dragline, Dredge, Dual Drum Paver, Elevating Grader (self-propelled or towed), Elevator Hoist - Two Cage, Excavator - all purpose hydraulically operated, Fork Lift (Loed/Lull and other rough terrain type), Front End Loader (4 c.y. and over), Gradall, Grader (Power), Head Tower (Saurman or equal), Hoist (2 or 3 Drum), Hydroblaster (Laser Pump), Light Plants - Compressors and Generators, Locomotive, Maintenance Engineer, Maintenance Welder, Mine Hoist, Mucking Machine or Mole, Overhead Crane - fixed permanent, Pile Driver, Quarry Master or Equivalent, Refrigeration Equipment (for soil stabilization), Scraper, Sea Mule, Shovel, Side Boom, Slip Form Paver, Straddle Buggy (Ross Carrier, Lumber Carrier), Tractor Drawn Belt Type Loader (Euclid Loader), Trenching Machine (digging capacity of over 4ft. depth), Truck Crane Operator, Truck or Trailer Mounted Log Chipper (self-feeder), Tug Operator (Manned, rented equipment excluded), Tunnel Shovel, Vibro or Sonic Hammer Controls (when not mounted in proximity to Rig Operator), Work Boat Operator including LCM's.

CLASSIFICATION B: "A" Frame Truck, Back Dumps, Blacktop Plant (non-automatic), Boring Machine, Bulldozer, Cage-Hoist, Central Mix Plant (non-automated), Compressor, Pump, Generator or Welding machine (when used in battery of not more than five (5)), Concrete Paver (single drum over 16'), Core boring machine, Drill Rigs - tractor mounted, Elevator - as material hoist, Farm Tractor (with or without accessories), Fork Lift (over 10 ton with or without attachments), Front End Loader (under 4 c.y.), Grout Pump, Gunite Machine, High Pressure Boiler (15 lbs. & over), Hoist (one drum), Hydraulic Breaking Hammer (Drop Hammer), Kolman Plant Loader (screening gravel), Maintenance Grease Man, Mixer for stabilized base - self-propelled (Seaman Mixer), Monorail Machine, Parapet Concrete or Pavement Grinder, Parts Man, Post Driver (truck or tractor mounted), Post Hole Digger (truck or tractor mounted), Power Sweeper (Wayne or similar), Pump-Crete or Squeeze-Crete, Road Widener (front end of Grader or self-propelled), Roller, Self-contained hydraulic bench drill, Shell Winder (motorized), Skid steer (Bobcat) type loader, Snorkel (overhead arms), Snowblower control man, Tractor (with or without accessories), Trenching Machine (digging capacity of 4 ft. or less), Tugger Hoist, Vacuum Machine (self-propelled or mounted), Vibro Tamp, Well Drill / Well Point System (Submersible pumps when used in lieu of Well Point System), Winch (Motor driven), Winch Cat, Winch Truck

CLASSIFICATION C: Compressor (up to 500 cfm), Concrete Paver or Mixer (under 16'), Concrete Pavement Spreaders & Finishers (not automated), Conveyor (over 12 ft), Electric Submersible Pump (4" and over), Fine Grade Machine (not automated), Fireman, Fork Lift ("with or without" attachments, 10 ton and under), Form Tamper, Generator (2,500 watts and over), Hydraulic Pump, Mechanical Heaters (More than two (2) Mechanical Heaters or any Mechanical Heater or Heaters whose combined output exceeds 640,000 BTU per hour (manufacturer's rating) plus one self-contained heating unit - i.e. Sundog or Air Heat type - New Holland Hay Dryer type excluded), Mulching Machine, Oiler, Power Driven Welding Machine (300 amp and over, other than all electric. One Welding Machine under 300 amp will not require an engineer unless in a battery), Power Heaterman (hay dryer), Pumps (water and trash), Revinus Widener (road widener), Single Light Plant, Steam Cleaner or Jenny.

Per Hour:

07/01/2015	07/01/2016	07/01/2017	07/01/2018

Building:				
Master Mechanic	$ 35.85	$ 37.32	$ 38.84	$ 40.41
Asst. Master Mechanic	34.85	36.32	37.84	39.41
Class A*	33.85	35.32	36.84	38.41
Class B	31.91	33.32	34.78	36.29
Class C	28.04	29.34	30.68	32.07
Pile Driver**	35.60	37.07	38.59	40.16
Tower Crane*	35.35	36.82	38.34	39.91

*Cranes subject to tonnage and boom length premiums below.
**with Boom or Leads 100' and over.

TONNAGE PREMIUMS:
All cranes from 30 to 64 ton - Add $ .50
All lattice boom cranes 65 ton capacity & over - Add $ 1.75
All hydraulic cranes 65 ton to 79 ton capacity - Add $ 1.10
All hydraulic cranes 80 ton to 99 ton capacity - Add $ 1.25
All hydraulic cranes 100 ton capacity and over - Add $ 1.75
NOTE: All crane tonnage premiums increase $.25 effective 7/1/2017.

BOOM LENGTH PREMIUMS:
150 ft to 199 ft add $ 1.75
200 ft to 299 ft add $ 2.75
300 ft and over add $ 3.75
NOTE: The boom length premium is in addition to the crane tonnage premiums listed above.

ADDITIONAL $ 2.00 per hour for employees required by Federal, State, Project Owner(s),or Employer rules or regulations to wear level A, B or C respiratory protection. Paper dust masks are excluded.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 23.39	$ 23.64	$ 23.89	$ 24.14

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
NOTE: All hours worked on designated holidays shall be paid at 2x the hourly rate of pay, plus 8 hours of straight time.

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES
WAGES: 1000 hour terms

	07/01/2015	07/01/2016	07/01/2017	07/01/2018
1st term	$ 20.31	$ 21.19	$ 22.10	$ 23.05
2nd term	22.00	22.96	23.95	24.97
3rd term	23.70	24.72	25.79	26.89
4th term	27.08	28.27	29.47	30.72

SUPPLEMENTAL BENEFITS per hour worked: Same as Journeyman

6-158-545b.s

Operating Engineer - Heavy&Highway **04/01/2016**

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES
NOTE:
---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.
---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASS A: Asphalt Curb Machine (self-propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI type), Automatic Fine Grader, Backhoe (except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI type), Blacktop Plant (automated), Boom Truck, Cableway, Caisson Auger, Central Mix Concrete Plant (automated), Cherry Picker*, Concrete Curb Machine (Self-Propelled, Slipform), Concrete Pump, Crane*, Derricks*, Directional Boring/Drilling Machine, Dragline*, Dredge, Dual Drum Paver, Excavator (all purpose - hydraulic - Gradall or similar), Front End Loader (4 c.y. & over), Head Tower (Sauerman or equal), Hoist (two or three drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Overhead Crane* (Gantry or Straddle Type), Pavement Breaker (SP, Wirtgen; PB-4 and similar type), Profiler (over 105 h.p.), Pile Driver*, Power Grader, Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver, Tractor Drawn Belt-Type Loader, Truck Crane*, Truck or Trailer Mounted Chipper (self-feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel.

CLASS B: Backhoe (Tractor-Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (non-automated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Bridge Deck Finishing Machine, Cage Hoist, Central Mix Plant (non-automated) and All Concrete Batching Plants, Concrete Paver (over 16'), Crawler Drill (self-contained), Crusher, Diesel Power Unit, Drill Rigs (Truck or Tractor mounted), Front End Loader (under 4 c.y.), Greaseman - Lubrication Engineer, HiPressure Boiler (15 lbs & over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader & similar type loaders, Locomotive, Material Handling Knuckle Boom, Mixer (for stabilized base, self-propelled), Monorail Machine, Profiler (105 h.p. and under), Plant Engineer, Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill (excluding Air-Track type drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum Machine (mounted or towed), Vermeer Saws (ride-on, any size or type), Welder, Winch and Winch Cat, Work Boat Operator including LCM's.

CLASS C: "A" Frame Winch Hoist (On Truck), Aggregate Plant, Articulated Heavy Hauler, Asphalt or Concrete Grooving Machine (ride-on), Ballast Regulator (ride-on), Bituminous Heater (self-propelled), Boat (powered), Boiler (used in conjunction with production), Cement & Bin operator, Compressors**, Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16' & under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Boring / Drilling Machine Locator, Drill (Core), Drill (Well), Dust Collectors**, Electric Pump When Used in Conjunction with Well Point System, Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Generators**, Grout Pump, Gunite Machine, Hammers (hydraulic self-propelled), Heaters**, Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (water), Light Plants**, Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger (excluding hand-held), Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Pumps**, Revinius Widener, Roller (subgrade & fill), Scarifier (ride-on), Shell Winder, Skid Steer Loader (Bobcat or similar), Span Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handlers (ride-on), Tie Inserters (ride-on), Tie Spacers (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vacuum Machine (self-propelled), Vibratory Compactor, Vibro Tamp, Welding Machines**, Well Point.

**CLASS C NOTE: Considered Hands-Off (unmanned). Includes only operation and maintenance of the equipment.

SINGLE IRREGULAR WORK SHIFT:

A single irregular work shift can start any time from 5:00 PM to 1:00 AM. All employees who work a single irregular work shift on governmental mandated night work shall be paid an additional $2.00 per hour.

Wages per hour:

	07/01/2015	07/01/2016	07/01/2017	07/01/2018
Master Mechanic	$ 38.71	$ 40.32	$ 42.15	$ 44.05
CLASS A*	37.36	38.97	40.80	42.70
CLASS B	36.48	38.09	39.92	41.82
CLASS C	33.20	34.81	36.64	38.54

(*) Premiums for CRANES is based upon Class A rates with the following premiums:
---Additional $4.00 per hr for Tower Cranes, including self erecting.
---Additional $3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
---Additional $2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

Additional $2.50 per hour for EPA or DEC classified toxic or hazardous waste work OR where an employee is required by regulations to use or wear personal protection.

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2015	07/01/2016	07/01/2017	07/01/2018
Journeyman	$ 24.70	$ 24.95	$ 25.20	$ 25.45

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

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

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If an employee works on this Monday, they shall be compensated at double time plus the holiday pay (triple time). If a holiday falls on a Saturday, employees who work a Saturday Holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES

WAGES: 1000 hour terms

	07/01/2015	07/01/2016	07/01/2017	07/01/2018
1st term, 0-1000 hrs	$ 21.89	$ 22.85	$ 23.95	$ 25.09
2nd term, 1001-2000 hrs	25.54	26.66	27.94	29.27
3rd term, 2001-3000 hrs	29.18	30.47	31.94	33.46
4th term, 3001-4000 hrs	32.83	34.28	35.93	37.64

SUPPLEMENTAL BENEFITS: same as Journeyman

6-158-545h

Operating Engineer - Marine Construction 04/01/2016

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 04/01/2016

JOB DESCRIPTION Operating Engineer - Survey Crew **DISTRICT** 12

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

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES
These rates apply to Building and Heavy Highway.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who runs the instrument and assists the Party Chief.
Rod Person - One who holds the rods and, in general, assists the Survey Party.

	07/01/2015
Party Chief	$ 36.53
Instrument Person	33.46
Rod Person	24.46

Additional $3.00 per hr. for work in a Tunnel.
Additional $2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 23.75

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

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

REGISTERED APPRENTICES
WAGES: 1000 hour terms for Instrument & Rod Persons at the following rates:

	07/01/2015
0-1000 Hrs	$ 14.68
1001-2000 Hrs	17.12

2001-3000 Hrs	19.57

SUPPLEMENTAL BENEFITS per hour worked:

All Terms	$ 23.75

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer 04/01/2016

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 12

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

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES
These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who runs the instrument and assists the Party Chief.
Rod Person - One who holds the rods and, in general, assists the Survey Party.

	07/01/2015
Party Chief	$ 36.53
Instrument Person	33.46
Rod Person	24.46

Additional $3.00 per hr. for work in a Tunnel.
Additional $2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 23.75

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

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

12-158-545 DCE

Operating Engineer - Tunnel 04/01/2016

JOB DESCRIPTION Operating Engineer - Tunnel **DISTRICT** 7

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: Northern part of Dutchess to the northern boundary line of the City of Poughkeepie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Rte. 343 then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains to Connecticut.
Genesee: Only that portion of the county that lies east of a linedrawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES
Crane 1: All cranes, including self erecting to be paid $4.00 per hour over the Class A rate.
Crane 2: All Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty (50) ton and over to be paid $3.00 per hour over Class A rate.
Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton nad below, including boom trucks, to be paid $2.00 per hour over Class A rate.

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor-mounted,rubber tired); Belt Placer (CMI Type); Blacktop Plant (Automated); Cableway; Caisson Auger; Central Mix Concrete Plant (Automated); Concrete Curb Machine (Self-propelled slipform) Concrete Pump (8" or over); Dredge; Dual Drum Paver; Any Mechanical Shaft Drill; Excavator (all purpose-hydraulic-Gradall or Similar); Fork Lift (factory rated 15 ft and over); Front End Loader (4 c.y & over); Gradall; Head Tower (Sauerman or Equal), Hoist Shaft; Hoist (two or three Drum); Mine Hoist; Maintenance Engineer (Shaft and Tunnel) ; Mine Hoist; Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Mach.; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt Type Loader; Tripper/Maintenance Eng.(Shaft & Tunnel); Truck or Trailer Mounted Log Chipper (self-feeding); Tug Operator (Manned rented equip. excluded); Tunnel Shovel; Mining Machine(Mole and Similar Types).

CLASS B: Automated Central Mix Concrete Plant; Backhoe Trac-Mtd, Rubber Tired); Backhoe (topside); Bitum. Spred. & Mixer, Blacktop Plant non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant(NonAutomated) and All Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (Tractor Mounted); Front End Loader (under 4 c.y.); Grayco Epoxy Machine; Hoist (One Drum); Hoist 2 or 3 Drum (Topside); Kolman Plant Loader & Similar Type Loaders (if Employer requires another person to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maint. Eng. (Topside); Grease Man; Welder; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Eng.; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Mach.; Shovel (Topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Winch and Winch Cat.

CLASS C: A Frame Truck; Ballast Regulator (ride-on); Compressors (4 under 2,000 cfm combined capacity; or 3 or less with more than 1200 cfm. but not to exceed 2,000 cfm); Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-4 of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill well; Elec Pump Used in Conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; ForkLift (under 15 ft); Grout Pump (over (5) cu. ft.; Gunite Machine; Hammers (hydraulic- self propel.); Hydra-Spiker-Ride on; Hydra-Blaster; Hydra Blaster (water); Motorized Form Carrier; Post Hole Digger & Post Driver; Power Sweep; Roller grade & fill); Scarifer (Ride on); Span-Saw (Ride-on); Submersible Electric Pump (when used in lieu of well point system); Tamper (Ride-on); Tie-Extractor, Tie Handler, Tie Inserter, Tie Spacer and Track Liner (Ride-on); Tractor (with towed accessories); Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors(3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors(any size, but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-3 or less-any type or combination); Concrete Saw (self propelled); Fireman; Form Tamper; Hydraulic Pump (jacking system); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broome towed; Power Heaterman; Revinius Widener; Shell Winder; Steam Cleaner and Tractor; Greaseman; Junior Engineer.

Per hour:	07/01/2015
Crane 1	$ 44.56
Crane 2	43.56
Crane 3	42.56
Master Mechanic	42.75
CLASS A	40.56
CLASS B	39.34
CLASS C	36.55
CLASS D	33.54

On hazardous waste work bid, on a state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus $5.00 per hour. Fringe benefits will be paid at the contractual hourly wage.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	$ 25.60

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

(1000) hours terms at the following percentages.

1st term	60% of Class B
2nd term	65% of Class B
3rd term	70% of Class B

4th term 75% of Class B

Supplemental Benefits per hour paid:

$ 25.60

7-158-832TL.

Painter **04/01/2016**

JOB DESCRIPTION Painter **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2015	05/01/2016 Additional	05/01/2017 Additional	05/01/2018 Additional
Bridge*	$ 38.00	$ 1.20	$ 1.20	$ 1.20
Tunnel*	38.00	1.20	1.20	1.20
Tank*	36.00	1.20	1.20	1.20

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.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

* Note an additional $1.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 24.40

OVERTIME PAY
Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.
All other work See (B, F*, R) on OVERTIME PAGE.
*Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

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

REGISTERED APPRENTICES
Wages per hour:

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

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

Supplemental benefits per hour worked:

1st & 2nd terms	$ 5.25
3rd & 4th terms	5.25
5th & 6th terms	6.25

3-4-Bridge, Tunnel, Tank

Painter **04/01/2016**

JOB DESCRIPTION Painter **DISTRICT** 6

ENTIRE COUNTIES
Jefferson, St. Lawrence

PARTIAL COUNTIES
Lewis: Only the Townships of Diana, Croghan, New Bremen, Watson, Greig, Martinsburg, Lowville, Denmark, Harrisburg, Montague and Pickney.

WAGES
Per hour worked: 07/01/2015 05/01/2016

Brush, Roller, Seamless	$ 22.75	$ 23.55
Floor Application	22.75	23.55
Paper Hanger,Removal,Wall Cover	22.75	23.55
Taper-Drywall Finisher,Cork	23.01	23.81
Swing Staging,Steam Clean	23.11	23.91
Window Jacks	23.11	23.91
Cup Spray/Hydro Water Blasting	23.11	23.91
Airless Spray & Conventional	23.26	24.06
Highway Striping, Parking lot.	23.26	24.06
Steel** (old & new)	23.96	24.76
Sandblast, Bosun's Chair	23.46	24.26
Steel Spray	23.46	24.26
(Open-Non weather protected)		

**Skeleton steel where no floors, walls or ceilings are constructed shall constitute steel painting. This includes radio & television towers, flag poles, smoke stacks, gantry cranes and pen stock. The painting of ceilings, walls or the steel itself from open steel trusses which requires climbing or crawling without the support of solid scaffolds starting at floor level, shall constitute steel painting. Steel painting over 75 feet to be paid an additional $1.00 per hour. For each additional 75 feet or fraction thereof an additional $1.00 per hour.

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

Journeyman	$ 18.12	$ 18.57

*ON NUCLEAR POWER PLANTS - Per hour paid

OVERTIME PAY
See (B, *F, R) on OVERTIME PAGE
* NOTE - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

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

NOTE: A holiday that falls on a Sunday will be celebrated on Monday, a holiday that falls on a Saturday will be celebrated on Friday.

REGISTERED APPRENTICES
WAGES: 750 hour terms at the following percentage of Journeyman's Brush-Roller wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	90%

SUPPLEMENTAL BENEFITS per hour worked*:

Appr	1st & 2nd	$ 5.29	$ 5.34
Appr	3rd & 4th	5.29	5.34
Appr	5th & 6th	6.47	6.52
Appr	7th & 8th	7.63	7.68

*ON NUCLEAR POWER PLANTS - Per hour paid

6-38.W

Painter - Metal Polisher 04/01/2016

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

Plumber 04/01/2016

JOB DESCRIPTION Plumber **DISTRICT** 6

ENTIRE COUNTIES
Jefferson, St. Lawrence

PARTIAL COUNTIES
Franklin: Only the Village of Hogansburg and the St.Regis Indian Reservation.
Lewis: Entire County with the exception of the Townships of Lyonsdale, West Turin, Leyden and Lewis.

WAGES

Per hour:	07/01/2015	05/01/2016 Additional	05/01/2017 Additional
Plumber/Steamfitter	$ 29.79	$ 1.15	$1.30
SERVICE WORK: HVAC, Plumbing & Refrigeration	$ 24.87	$ 1.15	$ 1.30

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 19.86

NOTE: $ 12.71 of the supplemental benefits are paid at the same premium as shown for the overtime work performed at the energy producing facilities whose primary function is the sale of power or the production of fuel.

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: When a holiday falls on a Saturday, the holiday will be observed on the Friday before. If a holiday falls on a Sunday, the holiday will be observed on the following Monday.

REGISTERED APPRENTICES
WAGES:

Apprentices Indentured before April 30, 2012
(6) month terms at the following percentage of Journeyman's wage.

1st year		2nd year		3rd year		4th year		5th year	
(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)
50%	55%	60%	65%	70%	75%	80%	85%	90%	95%

Apprentices Indentured after May 1, 2012
(1) year terms at the following percentage of Journeyman's wage.

1st year	2nd year	3rd year	4th year	5th year
50%	55%	65%	75%	85%

SUPPLEMENTAL BENEFITS per hour worked:

1st year	$ 13.08
2nd year	16.47
3rd year	18.50
4th/5th years	19.86

NOTE: Below is the portion of supplemental benefits paid at overtime premium for work performed at energy producing facilities whose primary function is the sale of power or the production of fuel.

1st year	$ 6.36
2nd year	9.53
3rd year	11.44
4th/5th year	12.71

6-73Wtr

Roofer 04/01/2016

JOB DESCRIPTION Roofer **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Franklin, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence

WAGES

Per hour	07/01/2015	06/01/2016 Additional	06/01/2017 Additional
Roofer, Waterproofer	$ 26.23	$ 1.25	$ 1.25
Green Roofing **	26.48	1.25	1.25
Addtl per hr for Pitch Removal & Application	0.90		
Addtl per hour for Asbestos Abatement	1.20		

NOTES:
Does not include metal flashing, gravel stop and metal roofing; see Sheetmetal Worker wage schedule.
** Green Roofing is any component of green technology or living roof above the roof membrane. Including but not limited to the fabric, dirt and plantings.

WHEN MANDATED BY THE OWNER OR AGENCY FOR HOURS WORKED AFTER 5:30 PM AND BEFORE 5:30 AM, THERE WILL BE AN ADDITIONAL $ 3.75 PER HR PREMIUM.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 18.72
Additional contribution on any Asbestos Abatement work.	0.75

OVERTIME PAY
See (B,E*,Q) on OVERTIME PAGE
*NOTE - Saturday may be paid at straight time if it is the 5th day worked, unless it was a previously scheduled work day. If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: When any of these holidays falls on Sunday, the following day shall be observed as a holiday.

REGISTERED APPRENTICES
WAGES: 1000 hour terms

1st term (0 to 1000)	$ 14.43
2nd term (1001 to 2000)	17.05
3rd term (2001 to 3000)	19.67
4th term (3001 to 4000)	22.30

Additional per hour:

Green Roofing	$ 0.25
Pitch Removal & Appl.	0.90
Asbestos Abatement	1.20

SUPPLEMENTAL BENEFITS per hour worked:

1st & 2nd term	$ 15.27
3rd term	17.72
4th term	18.72

Additional contribution on any Asbestos Abatement work 0.75

6-195

Sheetmetal Worker 04/01/2016

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES
Per hour: 07/01/2015

Sheetmetal Worker:

**(under $10 million)	$ 27.06
**(over $10 million)	28.06

**For total cost of Sheetmetal contract only.

TO INCLUDE METAL STANDING SEAM ROOFING, FLASHINGS AND GRAVEL STOP.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 18.49 plus 3% of hourly wage paid

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

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When any holiday falls on a Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES
WAGES: Six month terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
40%	45%	50%	55%	60%	65%	70%	75%	80%	85%
$ 10.82	$ 12.18	$ 13.53	$ 14.88	$ 16.24	$ 17.59	$ 18.94	$ 20.30	$ 21.65	$ 23.00

SUPPLEMENTAL BENEFITS per hour worked:

$ 10.47*	$ 10.88*	$ 11.28*	$ 11.68*	$ 12.10*	$ 12.50*	$ 13.93*	$ 14.34*	$ 14.74*	$ 15.14*

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

6-58

Sprinkler Fitter 04/01/2016

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

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

WAGES

Per hour	07/01/2015
Sprinkler Fitter	$ 31.66

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 21.02

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES
Wages per hour

For Apprentices HIRED PRIOR TO 04/01/2010:

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
50%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 8.15	$ 8.15	$ 15.12	$ 15.12	$21.02	$21.02	$21.02	$21.02	$21.02	$21.02

For Apprentices HIRED ON OR AFTER 04/01/2010:

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 8.56	$ 8.60	$ 15.37	$ 15.41	$ 15.96	$ 16.00	$ 16.05	$ 16.09	$ 16.14	$ 16.18

For Apprentices HIRED ON OR AFTER 04/01/2013:

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 7.90	$ 7.90	$ 15.12	$ 15.12	$ 15.37	$ 15.37	$ 15.37	$ 15.37	$ 15.37	$ 15.37

1-669

Teamster - Building 04/01/2016

JOB DESCRIPTION Teamster - Building **DISTRICT** 7

ENTIRE COUNTIES
Clinton, Essex, Franklin, Jefferson, St. Lawrence

PARTIAL COUNTIES
Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen,Harrisburg, Montague, Osceola and Pinckney.
Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.
Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

WAGES
GROUP # 1: Fuel Trucks, Fork Lift (Warehouse & Storage Area Only), Bus, Warehouse, Yardman, Truck Helper, Pickups, Panel Truck, Flatbody Material Trucks (straight Jobs), Single axle Dump Trucks, Dumpsters, Material Checkers & Receivers, Greasers, Tiremen, Mechanic Helpers and Parts Chasers.
GROUP # 2: Tandems, Mechanics & Batch Trucks.
GROUP # 3: Semi Trailers, Low Boys, Asphalt Distributor Trucks, and Agitator Mixer Truck, Dump Crete Type Vehicles and 3 axle Dump trucks.
GROUP # 4: Asbestos Removal, Special earth moving Euclid type or similar off highway equip.(non self load.) Articulated and all-track dump trucks.

Wages per hour

	07/01/2015
Building:	
Group #1	$ 20.59
Group #2	20.59
Group #3	20.69
Group #4	20.85

SUPPLEMENTAL BENEFITS
Per hour worked:

All groups $ 21.66

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

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

7-687B

Teamster - Heavy&Highway 04/01/2016

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 7

ENTIRE COUNTIES
Clinton, Essex, Franklin, Jefferson, St. Lawrence

PARTIAL COUNTIES
Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen,Harrisburg, Montague, Osceola and Pinckney.
Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.
Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

WAGES
GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups,
Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axle Dump Trucks,
Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics
Helpers and Parts Chasers. Fork Lift (storage & warehouse areas only) Tandems
and Batch Trucks, Mechanics, Dispatcher. Semi-Trailers, Low-boy Trucks,
Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type
vehicles, Truck Mechanic,Fuel Truck.

GROUP 2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Per hour:

	07/01/2015
Heavy/Highway:	
Group #1	$ 23.22
Group #2	23.44

Additional $1.50 per hr for hazardous waste removal work on a City, County, and/or Federal Designated waste site and regulations require employee to use or wear respiratory protection. For work bid on or after April 1, 1982 there shall be a 12 month carryover of the negotiated rate in effect at the time of the bid.

SUPPLEMENTAL BENEFITS
Per hour worked:

All classes $ 23.37

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

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

7-687

Welder 04/01/2016

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

Oneida County General Construction

Boilermaker 04/01/2016

JOB DESCRIPTION Boilermaker **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Clinton, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES

Per hour:	07/01/2015	01/01/2016	01/01/2017
			Additional
Boilermaker	$ 29.63	$ 30.38	$ 1.15

SUPPLEMENTAL BENEFITS

Per hour paid:		
Journeyman	$ 24.95**	$ 25.50**

** IMPORTANT NOTE: Portion of supplemental benefits per hour paid at same premium as shown for overtime.

Journeyman	$ 23.72	$ 23.97

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
NOTE: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed. When Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES
WAGES per hour:

Six month terms at the following percentage of Journeyman's wage.

	1st 65%	2nd 65%	3rd 70%	4th 75%	5th 80%	6th 85%	7th 90%	8th 95%
07/01/2015	$ 19.26	$ 19.26	$ 20.74	$ 22.22	$ 23.70	$ 25.19	$ 26.67	$ 28.15
01/01/2016	$ 19.75	$19.75	$ 21.27	$ 22.79	$ 24.30	$ 25.82	$ 27.34	$ 28.86

SUPPLEMENTAL BENEFITS per hour paid:

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2015	$ 19.09	$ 19.09	$ 19.93	$ 20.76	$ 21.59	$ 22.44	$ 23.29	$ 24.12
01/01/2016	$ 19.55	$ 19.55	$ 20.41	$ 21.25	$ 22.09	$ 22.95	$ 23.82	$ 24.66

*IMPORTANT NOTE: Portion of supplemental benefits per hour paid at same premium as shown for overtime.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2015	$ 17.86*	$ 17.86*	$ 18.70*	$ 19.53*	$ 20.36*	$ 21.21*	$ 22.06*	$ 22.89*
01/01/2016	$ 18.02*	$ 18.02*	$ 18.88*	$ 19.72*	$ 20.56*	$ 21.42*	$ 22.29*	$ 23.13*

6-175

Carpenter - Building 04/01/2016

JOB DESCRIPTION Carpenter - Building **DISTRICT** 7

ENTIRE COUNTIES
Herkimer, Madison, Oneida

WAGES

Per hour:	07/01/2015
Carpenter	$ 25.57
Floorlayer	25.57
Piledriver	25.82
Hazardous Waste**	27.07

Diver Wet Day	61.25
Diver Tender & Dry	26.57
Certified Welder	26.57

Depth pay for divers:	0' to 80'	no additional fee
	81'to 100'	additional $.50 per foot
	101'to 150'	additional $.75 per foot
	151'and deeper	additional $1.25 per foot
Divers' penetration pay	0' to 50'	no additional fee
	51' to 100'	additional $.75 per foot
	101'and deeper	additional $1.00 per foot

On projects for removal and/or abatement of asbestos or any toxic or hazardous material and it is required by the employer or mandated by NYS or Federal Regulation to wear protective equipment an additional $1.50 per hour above their appropriate rate for all classifications including apprentices. For work requiring certification, an additional $1.00 per hour.

**Hazardous site requiring protective gear.

Make-up day is on Saturday in the week in which a day or days are lost due to inclement weather. Pay for this make-up day will be at straight time, it being understood that work on this day is voluntary on part of the employees.

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 worked:
Journeyman $ 16.94

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

*NOTE: Saturday may be used as a make-up day at straight time when an employee has an unexcused absence during the week (applies only to those employees on a project that lost a day on that same project).

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES
Wage per hour:

One year terms at the following percentages of Journeyman's' wage.

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

Supplements per hour worked:

1st	2nd	3rd	4th
$10.24	$10.24	$12.84	$12.84

7-277 OMH

Carpenter - Building / Heavy&Highway 04/01/2016

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 2

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

PARTIAL COUNTIES
Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing 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

Wages per hour:

	07/01/2015
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface Installer	$ 28.99

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

SUPPLEMENTAL BENEFITS
Per hour worked plus paid holidays:

Journeyman	$ 19.34

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

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE
Notes:
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.
An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES
Wages per hour:

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

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

Supplemental Benefits per hour paid:

	07/01/2015
1st year term	$ 10.25
2nd year term	10.25
3rd year term	12.85
4th year term	12.85

2-42AtSS

Carpenter - Heavy&Highway 04/01/2016

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Broome, Cayuga, Chemung, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Yates

WAGES
Per hour

	07/01/2015
Carpenter	$ 28.99
Millwright	30.49
Piledriver	28.99
Diver-Wet Day	53.99
Diver-Dry Day	29.99
Diver-Tender	29.99

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:
- When project owner mandates a single irregular work shift, the employee will receive an additional $2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.00 per hour.
- Certified welders when required to perform welding work will receive an additional $1.50 per hour.
- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- Depth pay for Divers based upon deepest depth on the day of the dive:
  0' to 50' no additional fee
  51'to 100' additional $.50 per foot
  101'to 150' additional $0.75 per foot

151'and deeper additional $1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
0' to 50' no additional fee
51' to 100' additional $.75 per foot
101' and deeper additional $1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.
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 worked plus paid holidays:

Journeyman	$ 19.34

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

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

REGISTERED APPRENTICES
WAGES: One year terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour worked plus paid holidays:

1st year term	$ 10.25
2nd year term	10.25
3rd year term	12.85
4th year term	12.85

2-277HH-Bro

Electrician 04/01/2016

JOB DESCRIPTION Electrician **DISTRICT** 6

ENTIRE COUNTIES
Cortland, Herkimer, Madison, Oneida, Oswego

PARTIAL COUNTIES
Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.
Chenango: Only the Townships of Columbus, New Berlin and Sherburne.
Onondaga: Entire County except Townships of Elbridge and Skaneateles.
Otsego: Only the Townships of Plainfield, Richfield, Springfield, Cherry Valley, Roseboom, Middlefield, Otsego, Exeter, Edmeston, Burlington, Pittsfield and New Lebanon.
Tompkins: Only the Township of Groton.
Wayne: Only the Townships of Huron, Wolcott, Rose and Butler.

WAGES

Per hour:	07/01/2015	06/01/2016 Additional	06/01/2017 Additional
Electrician	$ 35.00	$ 1.75	$ 1.95
Cable Splicer	38.50	1.75	1.95
Teledata	35.00	1.75	1.95

NOTES:
THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF EIGHT (8) HOURS FOR AT LEAST FIVE (5) DAYS DURATION WHICH MAY HAVE BEEN WORKED. WHEN TWO (2) SHIFTS OR THREE (3) SHIFTS ARE WORKED:

1st Shift - 8:00 AM to 4:30 PM: See rates posted above
2nd Shift - 4:30 PM to 1:00 AM: Add 15% to rates posted above
3rd Shift - 12:30 AM to 9:00 AM: Add 25% to rates posted above

Occupied Conditions: When necessary to perform alteration and/or renovation work and owner mandates (due to occupied conditions) prevent the work from being performed during "normal" working hours (defined as between 6:00 a.m. and 4:30 p.m. Monday through Friday), alternate hours may be worked, provided: 1) The hours are established for a minimum of five (5) days duration or the length of the job, whichever is shorter; and 2) An entire work scope within a job-site area is performed utilizing the varied hours. If these conditions are satisfied, all hours worked Monday through Friday of a shift that starts before or ends after the "normal" hours, shall be paid at the appropriate rate plus fifteen percent (15%). However, the following restrictions shall apply:

1) "Alternate" hours shall consist of a minimum of eight consecutive hours per day
2) Hours worked in excess of eight (8) hours per day, Monday through Friday, shall be paid at a rate of one and one-half times the applicable rate (day-shift + 15%)
3) Hours worked on Saturday shall be paid at time and one-half the applicable rate.
4) Hours worked on a Sunday and Holidays shall be paid at double the straight time rate.
5) Work of a new construction nature may not be worked under these conditions.

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
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 worked:	07/01/2015
Journeyman	$ 21.22 plus *3% of hourly wage paid

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

OVERTIME PAY
See (B,E**,Q) on OVERTIME PAGE
** Double Time after 10 hrs. on Saturday.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If any of the above holidays fall on Saturday, Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday.

REGISTERED APPRENTICES
WAGES per hour.

1st Period (0-1000 hrs)	$ 14.00	4th Period (3501-5000 hrs)	$ 21.00
2nd Period (1001-2000 hrs)	$ 15.75	5th Period (5001-6500 hrs)	$ 24.50
3rd Period (2001-3500 hrs)	$ 17.50	6th Period (6501-8000 hrs)	$ 28.00

SUPPLEMENTAL BENEFITS per hour worked:

1st period	$ 10.19 plus *3% of hourly wage paid	4th period	$ 20.34 plus *3% of hourly wage paid
2nd period	$ 10.19 plus *3% of hourly wage paid	5th period	$ 20.56 plus *3% of hourly wage paid
3rd period	$ 20.12 plus *3% of hourly wage paid	6th period	$ 20.78 plus *3% of hourly wage paid

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

6-43

Elevator Constructor **04/01/2016**

JOB DESCRIPTION Elevator Constructor **DISTRICT** 1

ENTIRE COUNTIES

Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Madison: Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield and Stockbridge.
Oneida: Entire county except the towns of: Camden, Florence, and Brookfield.

WAGES
Per hour

	07/01/2015	01/01/2016	01/01/2017 Additional
Mechanic	$ 41.51	$ 42.33	$ 2.49
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate	

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

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 worked

	07/01/2015	01/01/2016
Journeyman/Helper	$ 28.385*	$ 29.495*

(*)Plus 6% of gross wages if less than 5 years service
(*)Plus 8% of gross wages if more than 5 years service

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE
Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
Wages per hour
0-6 mo*
50%
*No supplemental benefits

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

Supplemental Benefits per hour worked

Same as Journeyman/Helper

1-35

Elevator Constructor 04/01/2016

JOB DESCRIPTION Elevator Constructor **DISTRICT** 6

ENTIRE COUNTIES
Broome, Cayuga, Chenango, Cortland, Franklin, Jefferson, Lewis, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins

PARTIAL COUNTIES
Delaware: Only the towns of: Tompkins, Walton, Masonville, Sidney, Franklin and Deposit.
Madison: Only the towns of: Cazenovia, Deruyter, Eaton, Fenner, Georgetown, Lebanon, Lenox, Nelson and Sullivan.
Oneida: Only the towns of: Camden, Florence and Vienna.

WAGES

Per hour:	07/01/2015	01/01/2016	01/01/2017
Elevator Constructor	$ 42.03	$ 42.87	$ 43.79
Helper	29.42	30.00	30.65

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, except work on general repairs and modernization.

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 worked:

Journeyman	$ 28.385*	$ 29.985*	$ 31.585*

*NOTE - add 6% of regular hourly rate for all hours worked

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE
NOTE: When a paid holiday falls on a Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
WAGES: 850 hour terms at the following percentage of Journeyman's wage.

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

SUPPLEMENTAL BENEFITS:

1st term: None
2nd - 8th term: Same as Journeyman.

6-62.1

Glazier 04/01/2016

JOB DESCRIPTION Glazier **DISTRICT** 5

ENTIRE COUNTIES
Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego

WAGES

Per Hour:	07/01/2015	05/01/2016 Additional	05/01/2017 Additional
Glazier	$ 23.85	$ 1.00	$ 1.00

** IMPORTANT NOTICE **
Four (4), ten (10) 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 worked:

Journeyman	$ 16.34

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE.
*Note - Or circumstances beyond the control of the employer.

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

REGISTERED APPRENTICES
1000 hour terms at the following percentage of journeyman's wage.

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

50%	55%	60%	65%	70%	75%	80%	90%

Supplemental Benefits per hour worked:

Hired before 05/01/2014

Appr. 1st & 2nd term	$ 12.34
Appr. 3rd term	14.74
Appr. 4th term	14.94
Appr. 5th term	15.14
Appr. 6th term	15.34
Appr. 7th term	15.54
Appr. 8th term	15.94

Hired after 05/01/2014

Appr. 1st term	$ 8.22
Appr. 2nd term	8.63
Appr. 3rd term	11.44
Appr. 4th term	12.06
Appr. 5th term	12.67
Appr. 6th term	13.28
Appr. 7th term	13.89
Appr. 8th term	15.12

5-677.Z-2

Insulator - Heat & Frost 04/01/2016

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 6

ENTIRE COUNTIES
Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins

WAGES

Per hour:	07/01/2015	05/01/2016 Additional	05/01/2017 Additional
Insulation Installer (On mechanical systems only)	$ 30.15	$ 1.51	$ 1.56

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS WORKED.

1ST SHIFT	$ 30.15
2ND SHIFT	34.67
3RD SHIFT	37.69

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
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 worked:	07/01/2015
Journeyman	$ 20.20

OVERTIME PAY
See (*B1, Q) on OVERTIME PAGE
*NOTE: First 10 hours on Saturday

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (4,6) on HOLIDAY PAGE. Also Easter. Triple time for Labor Day if worked.

NOTE: When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

REGISTERED APPRENTICES

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

1st	2nd	3rd	4th
50%	60%	70%	80%
$ 15.08	$ 18.09	$ 21.11	$ 24.12

SUPPLEMENTAL BENEFITS per hour worked:

1st & 2nd years	$ 18.20
3rd & 4th years	20.20

6-30-Syracuse

Ironworker 04/01/2016

JOB DESCRIPTION Ironworker **DISTRICT** 7

ENTIRE COUNTIES
Franklin, Herkimer, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES
Chenango: Only the Townships of Columbus, New Berlin, North Norwich,Plymouth, Sherburne and Smyrna.
Fulton: Only the Townships of Caroga, Ephratah ,Oppenheim, Strafford.
Hamilton: Only the Townships of Arietta, Indian Lake, Lake Pleasant,Long Lake and Morehouse.
Jefferson: Only the Townships of Antwerp, Champion, Philadelphia andWilna.
Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon,Madison, Oneida and Stockbridge.
Montgomery: Only the Townships of Canajoharie, Minden, Palatine and St.Johnsville.
Otsego: Only the Townships of Burlington, Cherry Valley, Decatur,Edmeston, Exeter, Hartwick, Middlefield, New Lisbon, Otsego, Pittsfield, Plainfield, Richfield,Roseboom,Springfield and Westford, and Village of Cooperstown.

WAGES

Per hour	07/01/2015
Structural/Reinforcing	$ 25.95
Mach. Mover/Ornamental	25.95
Stone Derrickman	25.95
Chain Link Fence	25.95
Sheeter Bucker-Up	25.95
Sheeter Ironworker	25.95
Pre-engineered Building	25.95
Window Erector	25.95
Precast Erector	25.95
Welder	25.95

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 25.49

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Any holiday which occurs on Sunday shall be observed the following Monday.(Overtime code Q if worked).

REGISTERED APPRENTICES
Wage per hour

(Hour) terms at the following percentage of Journeyman's wage.

	to 1500	to 3000	to 4500	to 6000
07/01/2015	$ 16.50	$ 18.50	$ 20.50	$ 22.50

Supplemental Benefits per hour worked:

	to 1500	to 3000	to 4500	to 6000
07/01/2015	$ 10.25	$ 16.84	$ 17.78	$18.72

7-440

Laborer - Building 04/01/2016

JOB DESCRIPTION Laborer - Building **DISTRICT** 7

ENTIRE COUNTIES
Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES
Fulton: Only the Townships of Stratford, Caroga, Oppenheim and Ephrata.
Montgomery: Only the Townships of Minden, Palantine, Canajoharie, Root and St. Johnsville.

WAGES
GROUP #1: Basic
GROUP #2: Pipe Layer, Mortar Mixer, Walk behind Mortar Buggie and Power Lift
GROUP #3: Wagon Drill(Where separate air compressor unit supplies power.)
GROUP #4: Blaster, Formsetter, Riding Mortar Buggy
GROUP #5: Hazardous Waste Removal
GROUP #6: Asbestos and Lead Removal

WAGES per hour:	07/01/2015
Building Laborer:	
Group # 1	$ 21.90
Group # 2	22.05
Group # 3	22.30
Group # 4	22.40
Group # 5	23.40
Group # 6	23.40

SUPPLEMENTAL BENEFITS
Per hour worked:

	07/01/2015
All groups	$ 17.99

OVERTIME PAY
OVERTIME:... See (B,E,E2*,Q) on OVERTIME PAGE.
*When an employee has worked between 16 and 32 hours.

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

REGISTERED APPRENTICES
(Hour) terms at the following percentage of Journeyman's wage.

to 1000	to 2000	to 4000
65%	70%	80%

Supplements per hour worked:
All terms $ 17.99

7-35

Laborer - Heavy&Highway 04/01/2016

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 7

ENTIRE COUNTIES
Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES
Fulton: Only the Townships of Stratford, Caroga, Oppenheim and Ephrata.
Montgomery: Only the Townships of Minden, Palantine, Canajoharie, Root and St. Johnsville.

WAGES
GROUP # A: Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B: Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker,Handlers of all SteelMash, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators(1-1/2" and Single Diaphragm), Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C: Rock or Drilling Machine Operators (only where a separate air compressor unit supplies power), Acetylene Torch Operators, Asphalt Raker and Powderman.

GROUP # D: Blasters, Form Setters (prefab curb radius), Stone or Granite Curb Setters.

Per hour:	07/01/2015
Heavy/Highway Laborer:	
GROUP # A	$ 27.35

GROUP # B	27.55
GROUP # C	27.75
GROUP # D	27.95

An additional $2.00 to hourly rate when required to use or wear protective equipment on a Federal or State designated hazardous site.
Governmental mandated night work,(single irregular shift): Additional $2.00/hr.

SUPPLEMENTAL BENEFITS
Per hour worked: $ 20.99

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

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

REGISTERED APPRENTICES
Wage per hour:

(Hour) terms at the following percentage of Journeyman's wage.

to 1000	to 2000	to 4000
65%	70%	80%

Supplements per hour worked:

All terms $ 20.99

7-35/2h

Laborer - Tunnel 04/01/2016

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 7

ENTIRE COUNTIES
Hamilton, Herkimer, Madison, Oneida

PARTIAL COUNTIES
Fulton: Only the Townships of Stratford, Caroga, Oppenheim and Ephrata.
Montgomery: Only the Townships of Minden, Palantine, Canajoharie, Root and St. Johnsville.

WAGES
Class A: Mole nipper, powder handler, changehouse attendant and top laborer, Air spade, jackhammer, pavement breaker, Top bell, Bottom bell, side or roofbelt driller, maintenance men, burners, block layers, rodmen, caulkers, miners helper, trackmen, nippers, derailmen, electrical cablemen, hosemen, groutmen, gravelmen, form workers, movers and shaftmen, conveyor men.

Class B: Powder monkey, Blasters, ironmen and cement worker, miner, welder, heading driller, steel erectors, piledriver, rigger

Per hour: 07/01/2015

Tunnel Laborer:

Class A:	$ 31.55
Class B:	32.55

An additional $2.00 to hourly rate when required to use or wear protective equipment on a Federal or State designated hazardous site.
Governmental mandated night work,(single irregular shift): Additional $2.00/hr.

SUPPLEMENTAL BENEFITS
Per hour worked: $ 21.74

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

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

REGISTERED APPRENTICES
Wage per hour:

(Hour) terms at the following percentage of Journeyman's wage.

to 1000	to 2000	to 4000
65%	70%	80%

Supplements per hour worked:

All terms $ 21.74

7-35T

Lineman Electrician 04/01/2016

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

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

WAGES
Per hour:

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

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

	07/01/2015	05/02/2016
		Additional
Lineman, Technician	$ 46.90	$ 2.50
Crane, Crawler Backhoe	46.90	2.50
Welder, Cable Splicer	46.90	2.50
Digging Machine Operator	42.21	2.50
Tractor Trailer Driver	39.87	2.50
Groundman, Truck Driver	37.52	2.50
Mechanic 1st Class	37.52	2.50
Flagman	28.14	2.50

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

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

		Additional
Lineman, Technician	$ 46.90	$ 2.50
Crane, Crawler Backhoe	46.90	2.50
Cable Splicer-Pipe Type Cable	51.59	2.50
Cert. Welder-Pipe Type Cable	49.25	2.50
Digging Machine Operator	42.21	2.50
Tractor Trailer Driver	39.87	2.50
Mechanic 1st Class	37.52	2.50
Groundman, Truck Driver	37.52	2.50
Flagman	28.14	2.50

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

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

		Additional
Lineman, Technician, Welder	$ 48.20	$ 2.50
Crane, Crawler Backhoe	48.20	2.50
Digging Machine Operator	43.38	2.50
Tractor Trailer Driver	40.97	2.50
Groundman, Truck Driver	38.56	2.50
Mechanic 1st Class	38.56	2.50
Flagman	28.92	2.50
Cert. Welder-Pipe Type Cable	50.61	2.50
Cable Splicer-Pipe Type Cable	53.02	2.50

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

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

		Additional
Lineman, Technician, Welder	$ 49.41	$ 2.50
Crane, Crawler Backhoe	49.41	2.50
Cable Splicer	49.41	2.50
Digging Machine Operator	44.47	2.50
Tractor Trailer Driver	42.00	2.50
Groundman, Truck Driver	39.53	2.50
Mechanic 1st Class	39.53	2.50
Flagman	29.65	2.50

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

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

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

** IMPORTANT NOTICE **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form 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 worked (but also required on non-worked holidays):

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

Journeyman	$ 20.50 *plus 7% of hourly wage

*The 7% is based on the hourly wage paid, straight time rate or premium rate.

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

HOLIDAY

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

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

REGISTERED APPRENTICES
WAGES: 1000 hour terms at the following percentage of the Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

Lineman Electrician - Teledata **04/01/2016**

JOB DESCRIPTION Lineman Electrician - Teledata **DISTRICT** 6

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

WAGES
Per hour:

FOR OUTSIDE WORK.

	07/01/2015	01/01/2016	01/01/2017
Cable Splicer	$ 29.70	$ 30.29	$ 30.90
Installer, Repairman	28.19	28.75	29.33
Teledata Lineman	28.19	28.75	29.33
Technician, Equipment Operator	28.19	28.75	29.33
Groundman	14.95	15.25	15.56

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

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 4.43 *plus 3% of wage paid	$ 4.43 *plus 3% of wage paid	$ 4.43 *plus 3% of wage paid

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

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

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting 04/01/2016

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting **DISTRICT** 6

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

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

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

A flagger's duties shall consist of traffic control only.

(Ref #14.01.01)

Per hour:

	07/01/2015	05/02/2016 Additional
Lineman, Technician	$ 41.04	$ 2.00
Crane, Crawler Backhoe	41.04	2.00
Certified Welder	43.09	2.00
Digging Machine	36.94	2.00
Tractor Trailer Driver	34.88	2.00
Groundman, Truck Driver	32.83	2.00
Mechanic 1st Class	32.83	2.00

Flagman	24.62	2.00

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

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

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

** IMPORTANT NOTICE **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form 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 worked (but also required on non-worked holidays):

Journeyman	$ 20.50 *plus 7.0% of hourly wage

*The 7% is based on the hourly wage paid, straight time rate or premium rate.
Supplements paid at STRAIGHT TIME rate for holidays.

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

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

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

REGISTERED APPRENTICES
WAGES: Per hour. 1000 hour terms.

1st	2nd	3rd	4th	5th	6th	7th
$ 24.62	$ 26.68	$ 28.73	$ 30.78	$ 32.83	$ 34.88	$ 36.94

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer 04/01/2016

JOB DESCRIPTION Lineman Electrician - Tree Trimmer **DISTRICT** 6

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

WAGES
Per hour:

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

	07/01/2015
Tree Trimmer	$ 22.80
Equipment Operator	20.11

Equipment Mechanic	20.11
Truck Driver	17.00
Groundman	13.94
Flag person	9.93

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

Journeyman	$ 9.14 *plus 3% of hourly wage

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

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

HOLIDAY
Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.
All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building 04/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 12

ENTIRE COUNTIES
Herkimer, Jefferson, Lewis, Oneida, St. Lawrence

PARTIAL COUNTIES
Madison: Entire County except the Townships of Sullivan & Cazenovia

WAGES
Per hour 07/01/2015

Tile/Marble/Terazzo

Setter	$ 28.78
Finisher	24.43

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 worked

Journeyman Setters	$ 16.63
Journeyman Finishers	16.23

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

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

REGISTERED APPRENTICES
Wages per hour

Hour terms at the following percentage of journeyman's wage

Setter:

1st term 500 hours	60%
2nd term 1000 hours	70%
3rd term 1000 hours	80%
4th term 1000 hours	85%
5th term 1000 hours	90%
6th term 1500 hours	95%

Finsher;

1st term 500 HOURS	70%
2ND term 1000 HOURS	80%
3RD term 1000 HOURS	90%
4TH term 1200 HOURS	95%

Supplemental Benefits per hour worked

Setter:

1st & 2nd Term	$10.04
3rd & 4th Term	13.33
5th Term	14.99
6th Term	16.63

Finishers:

1st & 2nd Term	$ 9.69
All others	12.96

12-2TS.2

Mason - Building 04/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 12

ENTIRE COUNTIES
Herkimer, Oneida

PARTIAL COUNTIES
Lewis: The townships of Lewis, Leyden, Osceola, Turin and West Turin
Madison: Entire County except the Townships of Sullivan and Cazenovia

WAGES

Per hour	07/01/2015
Bricklayer/Blocker	$ 31.90
Cement Mason(Bldg)	$ 31.90
Plasterer/Fireproofing*	$ 31.90
Stone Mason	$ 31.90
Concrete Cutter	$ 31.90
Pointer/Caulker/Cleaner	$ 31.90

Additional $.25 per hr. for work in restricted radiation area of atomic plant.
Additional $5.00 per day more for employees working on a two-point suspension scaffold (Pointer, Caulker, and Cleaner are excluded).

(*)Fireproofer on Structural only.

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 worked

Journeyman	$ 17.82

OVERTIME PAY
See (B, E, *E2, Q) on OVERTIME PAGE
*Provided employee worked minimum of 16 hours, but no more than 32 hours during the present work week.

HOLIDAY

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

REGISTERED APPRENTICES
Wages per hour

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

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

All terms $ 17.82

12-2b.2

Mason - Heavy&Highway 04/01/2016

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 12

ENTIRE COUNTIES
Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES
Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

WAGES
Per hour

	07/01/2015
Mason & Bricklayer	$34.01

Additional $1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman
$ 18.38

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES
Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

$ 18.38

12-2hh.1

Millwright 04/01/2016

JOB DESCRIPTION Millwright **DISTRICT** 7

ENTIRE COUNTIES
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Herkimer, Madison, Oneida, Seneca, Tioga, Yates

WAGES

Per Hour	07/01/2015	07/01/2016	07/01/2017
Building:		Additional	Additional
Millwright	$ 26.00	$ 1.40	$ 1.40
Certified welder	27.25	1.40	1.40
Hazardous	27.25	1.40	1.40
Machinist	27.25	1.40	1.40

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman $ 18.23

OVERTIME PAY
See (B, E, *E2, Q) on OVERTIME PAGE
*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

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

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

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

Supplemental Benefits per hour worked:

Appr. 1st year	$ 8.80
Appr. 2nd year	15.41
Appr. 3rd year	16.34
Appr. 4th year	17.29

7-1163 Zone 2

Operating Engineer - Building 04/01/2016

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES
NOTE:
---If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable. When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.
---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.
---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASSIFICATION A: Air Plako, Asphalt & Blacktop Roller, Automated Concrete Spreader (CMI or equivalent), Automated Fine Grade Machine (CMI), Backhoe, Barrel Shredder, Belt Placer, Blacktop Spreader (such as Barber-Greene & Blaw Knox), Blacktop Plant (automated), Blast or Rotary Drill (Truck or Cat mounted), Boom Truck, Burning Plant Operator, Cableway, Caisson Auger, Central Mix Plant (automated), Concrete Pump, Crane*, Crusher (Rock), Derrick, De-watering Press, Diesel Power Unit, Dirt Filter Press with Operation Equipment, Dragline, Dredge, Dual Drum Paver, Elevating Grader (self-propelled or towed), Elevator Hoist - Two Cage, Excavator - all purpose hydraulically operated, Fork Lift (Loed/Lull and other rough terrain type), Front End Loader (4 c.y. and over), Gradall, Grader (Power), Head Tower (Saurman or equal), Hoist (2 or 3 Drum), Hydroblaster (Laser Pump), Light Plants - Compressors and Generators, Locomotive, Maintenance Engineer, Maintenance Welder, Mine Hoist, Mucking Machine or Mole, Overhead Crane - fixed permanent, Pile Driver, Quarry Master or Equivalent, Refrigeration Equipment (for soil stabilization), Scraper, Sea Mule, Shovel, Side Boom, Slip Form Paver, Straddle Buggy (Ross Carrier, Lumber Carrier), Tractor Drawn Belt Type Loader (Euclid Loader), Trenching Machine (digging capacity of over 4ft. depth), Truck Crane Operator, Truck or Trailer Mounted Log Chipper (self-feeder), Tug Operator (Manned, rented equipment excluded), Tunnel Shovel, Vibro or Sonic Hammer Controls (when not mounted in proximity to Rig Operator), Work Boat Operator including LCM's.

CLASSIFICATION B: "A" Frame Truck, Back Dumps, Blacktop Plant (non-automatic), Boring Machine, Bulldozer, Cage-Hoist, Central Mix Plant (non-automated), Compressor, Pump, Generator or Welding machine (when used in battery of not more than five (5)), Concrete Paver (single drum over 16'), Core boring machine, Drill Rigs - tractor mounted, Elevator - as material hoist, Farm Tractor (with or without accessories), Fork Lift (over 10 ton with or without attachments), Front End Loader (under 4 c.y.), Grout Pump, Gunite Machine, High Pressure Boiler (15 lbs. & over), Hoist (one drum), Hydraulic Breaking Hammer (Drop Hammer), Kolman Plant Loader (screening gravel), Maintenance Grease Man, Mixer for stabilized base - self-propelled (Seaman Mixer), Monorail Machine, Parapet Concrete or Pavement Grinder, Parts Man, Post Driver (truck or tractor mounted), Post Hole Digger (truck or tractor mounted), Power Sweeper (Wayne or similar), Pump-Crete or Squeeze-Crete, Road Widener (front end of Grader or self-propelled), Roller, Self-contained hydraulic bench drill, Shell Winder (motorized), Skid steer (Bobcat) type loader, Snorkel (overhead arms), Snowblower control man, Tractor (with or without accessories), Trenching Machine (digging capacity of 4 ft. or less), Tugger Hoist, Vacuum Machine (self-propelled or mounted), Vibro Tamp, Well Drill / Well Point System (Submersible pumps when used in lieu of Well Point System), Winch (Motor driven), Winch Cat, Winch Truck

CLASSIFICATION C: Compressor (up to 500 cfm), Concrete Paver or Mixer (under 16'), Concrete Pavement Spreaders & Finishers (not automated), Conveyor (over 12 ft), Electric Submersible Pump (4" and over), Fine Grade Machine (not automated), Fireman, Fork Lift ("with or without" attachments, 10 ton and under), Form Tamper, Generator (2,500 watts and over), Hydraulic Pump, Mechanical Heaters (More than two (2) Mechanical Heaters or any Mechanical Heater or Heaters whose combined output exceeds 640,000 BTU per hour (manufacturer's rating) plus one self-contained heating unit - i.e. Sundog or Air Heat type - New Holland Hay Dryer type excluded), Mulching Machine, Oiler, Power Driven Welding Machine (300 amp and over, other than all electric. One Welding Machine under 300 amp will not require an engineer unless in a battery), Power Heaterman (hay dryer), Pumps (water and trash), Revinus Widener (road widener), Single Light Plant, Steam Cleaner or Jenny.

Per Hour:

	07/01/2015	07/01/2016	07/01/2017	07/01/2018
Building:				
Master Mechanic	$ 35.85	$ 37.32	$ 38.84	$ 40.41
Asst. Master Mechanic	34.85	36.32	37.84	39.41
Class A*	33.85	35.32	36.84	38.41
Class B	31.91	33.32	34.78	36.29
Class C	28.04	29.34	30.68	32.07
Pile Driver**	35.60	37.07	38.59	40.16
Tower Crane*	35.35	36.82	38.34	39.91

*Cranes subject to tonnage and boom length premiums below.
**with Boom or Leads 100' and over.

TONNAGE PREMIUMS:
All cranes from 30 to 64 ton - Add $ .50
All lattice boom cranes 65 ton capacity & over - Add $ 1.75
All hydraulic cranes 65 ton to 79 ton capacity - Add $ 1.10
All hydraulic cranes 80 ton to 99 ton capacity - Add $ 1.25
All hydraulic cranes 100 ton capacity and over - Add $ 1.75
NOTE: All crane tonnage premiums increase $.25 effective 7/1/2017.

BOOM LENGTH PREMIUMS:
150 ft to 199 ft add $ 1.75
200 ft to 299 ft add $ 2.75
300 ft and over add $ 3.75
NOTE: The boom length premium is in addition to the crane tonnage premiums listed above.

ADDITIONAL $ 2.00 per hour for employees required by Federal, State, Project Owner(s),or Employer rules or regulations to wear level A, B or C respiratory protection. Paper dust masks are excluded.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 23.39	$ 23.64	$ 23.89	$ 24.14

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
NOTE: All hours worked on designated holidays shall be paid at 2x the hourly rate of pay, plus 8 hours of straight time.

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES
WAGES: 1000 hour terms

	07/01/2015	07/01/2016	07/01/2017	07/01/2018
1st term	$ 20.31	$ 21.19	$ 22.10	$ 23.05
2nd term	22.00	22.96	23.95	24.97
3rd term	23.70	24.72	25.79	26.89
4th term	27.08	28.27	29.47	30.72

SUPPLEMENTAL BENEFITS per hour worked: Same as Journeyman

6-158-545b.s

Operating Engineer - Heavy&Highway 04/01/2016

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES
NOTE:
---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.
---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASS A: Asphalt Curb Machine (self-propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI type), Automatic Fine Grader, Backhoe (except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI type), Blacktop Plant (automated), Boom Truck, Cableway, Caisson Auger, Central Mix Concrete Plant (automated), Cherry Picker*, Concrete Curb Machine (Self-Propelled, Slipform), Concrete Pump, Crane*, Derricks*, Directional Boring/Drilling Machine, Dragline*, Dredge, Dual Drum Paver, Excavator (all purpose - hydraulic - Gradall or similar), Front End Loader (4 c.y. & over), Head Tower (Sauerman or equal), Hoist (two or three drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Overhead Crane* (Gantry or Straddle Type), Pavement Breaker (SP, Wirtgen; PB-4 and similar type), Profiler (over 105 h.p.), Pile Driver*, Power Grader, Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver, Tractor Drawn Belt-Type Loader, Truck Crane*, Truck or Trailer Mounted Chipper (self-feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel.

CLASS B: Backhoe (Tractor-Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (non-automated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Bridge Deck Finishing Machine, Cage Hoist, Central Mix Plant (non-automated) and All Concrete Batching Plants, Concrete Paver (over 16'), Crawler Drill (self-contained), Crusher, Diesel Power Unit, Drill Rigs (Truck or Tractor mounted), Front End Loader (under 4 c.y.), Greaseman - Lubrication Engineer, HiPressure Boiler (15 lbs & over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader & similar type loaders, Locomotive, Material Handling Knuckle Boom, Mixer (for stabilized base, self-propelled), Monorail Machine, Profiler (105 h.p. and under), Plant Engineer, Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill (excluding Air-Track type drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum Machine (mounted or towed), Vermeer Saws (ride-on, any size or type), Welder, Winch and Winch Cat, Work Boat Operator including LCM's.

CLASS C: "A" Frame Winch Hoist (On Truck), Aggregate Plant, Articulated Heavy Hauler, Asphalt or Concrete Grooving Machine (ride-on), Ballast Regulator (ride-on), Bituminous Heater (self-propelled), Boat (powered), Boiler (used in conjunction with production), Cement & Bin operator, Compressors**, Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16' & under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Boring / Drilling Machine Locator, Drill (Core), Drill (Well), Dust Collectors**, Electric Pump When Used in Conjunction with Well Point System, Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Generators**, Grout Pump, Gunite Machine, Hammers (hydraulic self-propelled), Heaters**, Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (water), Light Plants**, Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger (excluding hand-held), Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Pumps**, Revinius Widener, Roller (subgrade & fill), Scarifier (ride-on), Shell Winder, Skid Steer Loader (Bobcat or similar), Span Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handlers (ride-on), Tie Inserters (ride-on), Tie Spacers (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vacuum Machine (self-propelled), Vibratory Compactor, Vibro Tamp, Welding Machines**, Well Point.

**CLASS C NOTE: Considered Hands-Off (unmanned). Includes only operation and maintenance of the equipment.

SINGLE IRREGULAR WORK SHIFT:

A single irregular work shift can start any time from 5:00 PM to 1:00 AM. All employees who work a single irregular work shift on governmental mandated night work shall be paid an additional $2.00 per hour.

Wages per hour:

	07/01/2015	07/01/2016	07/01/2017	07/01/2018
Master Mechanic	$ 38.71	$ 40.32	$ 42.15	$ 44.05
CLASS A*	37.36	38.97	40.80	42.70
CLASS B	36.48	38.09	39.92	41.82
CLASS C	33.20	34.81	36.64	38.54

(*) Premiums for CRANES is based upon Class A rates with the following premiums:
---Additional $4.00 per hr for Tower Cranes, including self erecting.
---Additional $3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
---Additional $2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

Additional $2.50 per hour for EPA or DEC classified toxic or hazardous waste work OR where an employee is required by regulations to use or wear personal protection.

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2015	07/01/2016	07/01/2017	07/01/2018
Journeyman	$ 24.70	$ 24.95	$ 25.20	$ 25.45

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

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

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If an employee works on this Monday, they shall be compensated at double time plus the holiday pay (triple time). If a holiday falls on a Saturday, employees who work a Saturday Holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES

WAGES: 1000 hour terms

	07/01/2015	07/01/2016	07/01/2017	07/01/2018
1st term, 0-1000 hrs	$ 21.89	$ 22.85	$ 23.95	$ 25.09
2nd term, 1001-2000 hrs	25.54	26.66	27.94	29.27
3rd term, 2001-3000 hrs	29.18	30.47	31.94	33.46
4th term, 3001-4000 hrs	32.83	34.28	35.93	37.64

SUPPLEMENTAL BENEFITS: same as Journeyman

6-158-545h

Operating Engineer - Marine Construction 04/01/2016

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 04/01/2016

JOB DESCRIPTION Operating Engineer - Survey Crew **DISTRICT** 12

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

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES
These rates apply to Building and Heavy Highway.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who runs the instrument and assists the Party Chief.
Rod Person - One who holds the rods and, in general, assists the Survey Party.

	07/01/2015
Party Chief	$ 36.53
Instrument Person	33.46
Rod Person	24.46

Additional $3.00 per hr. for work in a Tunnel.
Additional $2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 23.75

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

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

REGISTERED APPRENTICES
WAGES: 1000 hour terms for Instrument & Rod Persons at the following rates:

	07/01/2015
0-1000 Hrs	$ 14.68
1001-2000 Hrs	17.12

2001-3000 Hrs	19.57

SUPPLEMENTAL BENEFITS per hour worked:

All Terms	$ 23.75

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer 04/01/2016

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 12

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

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES
These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who runs the instrument and assists the Party Chief.
Rod Person - One who holds the rods and, in general, assists the Survey Party.

	07/01/2015
Party Chief	$ 36.53
Instrument Person	33.46
Rod Person	24.46

Additional $3.00 per hr. for work in a Tunnel.
Additional $2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 23.75

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

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

12-158-545 DCE

Operating Engineer - Tunnel 04/01/2016

JOB DESCRIPTION Operating Engineer - Tunnel **DISTRICT** 7

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: Northern part of Dutchess to the northern boundary line of the City of Poughkeepie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Rte. 343 then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains to Connecticut.
Genesee: Only that portion of the county that lies east of a linedrawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES
Crane 1: All cranes, including self erecting to be paid $4.00 per hour over the Class A rate.
Crane 2: All Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty (50) ton and over to be paid $3.00 per hour over Class A rate.
Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton nad below, including boom trucks, to be paid $2.00 per hour over Class A rate.

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor-mounted,rubber tired); Belt Placer (CMI Type); Blacktop Plant (Automated); Cableway; Caisson Auger; Central Mix Concrete Plant (Automated); Concrete Curb Machine (Self-propelled slipform) Concrete Pump (8" or over); Dredge; Dual Drum Paver; Any Mechanical Shaft Drill; Excavator (all purpose-hydraulic-Gradall or Similar); Fork Lift (factory rated 15 ft and over); Front End Loader (4 c.y & over); Gradall; Head Tower (Sauerman or Equal), Hoist Shaft; Hoist (two or three Drum); Mine Hoist; Maintenance Engineer (Shaft and Tunnel) ; Mine Hoist; Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Mach.; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt Type Loader; Tripper/Maintenance Eng.(Shaft & Tunnel); Truck or Trailer Mounted Log Chipper (self-feeding); Tug Operator (Manned rented equip. excluded); Tunnel Shovel; Mining Machine(Mole and Similar Types).

CLASS B: Automated Central Mix Concrete Plant; Backhoe Trac-Mtd, Rubber Tired); Backhoe (topside); Bitum. Spred. & Mixer, Blacktop Plant non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant(NonAutomated) and All Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (Tractor Mounted); Front End Loader (under 4 c.y.); Grayco Epoxy Machine; Hoist (One Drum); Hoist 2 or 3 Drum (Topside); Kolman Plant Loader & Similar Type Loaders (if Employer requires another person to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maint. Eng. (Topside); Grease Man; Welder; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Eng.; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Mach.; Shovel (Topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Winch and Winch Cat.

CLASS C: A Frame Truck; Ballast Regulator (ride-on); Compressors (4 under 2,000 cfm combined capacity; or 3 or less with more than 1200 cfm. but not to exceed 2,000 cfm); Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-4 of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill well; Elec Pump Used in Conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; ForkLift (under 15 ft); Grout Pump (over (5) cu. ft.; Gunite Machine; Hammers (hydraulic- self propel.); Hydra-Spiker-Ride on; Hydra-Blaster; Hydra Blaster (water); Motorized Form Carrier; Post Hole Digger & Post Driver; Power Sweep; Roller grade & fill); Scarifer (Ride on); Span-Saw (Ride-on); Submersible Electric Pump (when used in lieu of well point system); Tamper (Ride-on); Tie-Extractor, Tie Handler, Tie Inserter, Tie Spacer and Track Liner (Ride-on); Tractor (with towed accessories); Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors(3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors(any size, but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-3 or less-any type or combination); Concrete Saw (self propelled); Fireman; Form Tamper; Hydraulic Pump (jacking system); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broome towed; Power Heaterman; Revinius Widener; Shell Winder; Steam Cleaner and Tractor; Greaseman; Junior Engineer.

Per hour:	07/01/2015
Crane 1	$ 44.56
Crane 2	43.56
Crane 3	42.56
Master Mechanic	42.75
CLASS A	40.56
CLASS B	39.34
CLASS C	36.55
CLASS D	33.54

On hazardous waste work bid, on a state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus $5.00 per hour. Fringe benefits will be paid at the contractual hourly wage.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	$ 25.60

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

(1000) hours terms at the following percentages.

1st term	60% of Class B
2nd term	65% of Class B
3rd term	70% of Class B

4th term 75% of Class B

Supplemental Benefits per hour paid:

$ 25.60

7-158-832TL.

Painter 04/01/2016

JOB DESCRIPTION Painter **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2015	05/01/2016 Additional	05/01/2017 Additional	05/01/2018 Additional
Bridge*	$ 38.00	$ 1.20	$ 1.20	$ 1.20
Tunnel*	38.00	1.20	1.20	1.20
Tank*	36.00	1.20	1.20	1.20

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.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

* Note an additional $1.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 24.40

OVERTIME PAY
Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.
All other work See (B, F*, R) on OVERTIME PAGE.
*Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

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

REGISTERED APPRENTICES
Wages per hour:

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

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

Supplemental benefits per hour worked:

1st & 2nd terms	$ 5.25
3rd & 4th terms	5.25
5th & 6th terms	6.25

3-4-Bridge, Tunnel, Tank

Painter 04/01/2016

JOB DESCRIPTION Painter **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

PARTIAL COUNTIES
Lewis: Only the Townships of High Market, Lewis, Leyden, Lyondale, Osceola, Turin and West Turin.
Ontario: The City and Township of Geneva.
Oswego: Only the Townships of Amboy, Constantia, Williamstown and Oneida Lake.

WAGES

Per hour:	07/01/2015	05/01/2016

Brush, Roller, Wallcovering	$ 23.00	$ 23.00
Sign painting	23.00	23.00
Parking Lot, Hwy Striping	23.00	23.00
Lead base paint abatement	23.00	23.00
Drywall Taper, Finisher	23.00	23.00
Drywall Machine Operator	23.50	23.50
Spray	23.50	23.50
Epoxy (Brush-Roller)	23.50	23.50
Epoxy (Spray)	23.50	23.50
Sandblasting (Operator)	23.50	23.50
Boatswain Chair	23.50	23.50
Swing Scaffold	23.50	23.50
Structural Steel (except bridges,tunnels,tanks)	23.50	23.50
Coal Tar epoxy	24.50	24.50
Asbestos related work	25.20	25.20

NOTE: FOR ANY SHIFT WHICH STARTS PRIOR TO 6:00 AM OR AFTER 12:00 NOON ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL $2.00 PER HOUR ABOVE THE APPLICABLE WAGE SCALE.

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
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 worked:

Journeyman	$ 19.29	$ 20.39

OVERTIME PAY
See (B, *F, R) on OVERTIME PAGE
* NOTE - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: A holiday that falls on a Sunday will be celebrated on Monday, a holiday that falls on a Saturday will be celebrated on Friday.

REGISTERED APPRENTICES
WAGES: 750 hour terms at the following percentage of Journeyman's Brush-Roller wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	90%

SUPPLEMENTAL BENEFITS per hour worked:

Appr	1st & 2nd	$ 5.30	$ 5.35
Appr	3rd & 4th	5.30	5.35
Appr	5th & 6th	6.48	6.53
Appr	7th & 8th	7.64	7.69

6-31

Painter - Metal Polisher 04/01/2016

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

Plumber 04/01/2016

JOB DESCRIPTION Plumber **DISTRICT** 7

ENTIRE COUNTIES
Herkimer, Oneida

PARTIAL COUNTIES
Hamilton: Only the Town of Inlet.
Lewis: Towns of Lewis, Leyden, Lyonsdale, and West Turin.
Madison: Towns of Brookfield, Eaton, Fenner, Hamilton, Lebanon, Lenox, Lincoln, Madison, Nelson, Oneida, Smithfield, and Stockbridge.
Otsego: Towns of Cherry Valley, Exeter, Middlefield, Otsego, Plainfield, Richfield, Roseboom and Springfield.

WAGES
WAGES per hour:

	07/01/2015
Plumber	$ 33.50
Steamfitter	$ 33.50

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 24.15

Agency-mandated shift operations:
1. Single irregular shiftwork, less than 3 consecutive days-Time-and-one-half of regular hourly rate.

2. 3 consecutive work days or more:
   Second shift-regular hourly rate plus 12%
   Third shift-regular hourly rate plus 18%

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

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

REGISTERED APPRENTICES
Yearly terms at the following percentages of journeyman's wage.

1st	2nd	3rd	4th	5th
40%	50%	60%	70%	85%

Supplements per hour worked:
$ 19.69

7-112n-SF

Roofer 04/01/2016

JOB DESCRIPTION Roofer **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Franklin, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence

WAGES

Per hour	07/01/2015	06/01/2016 Additional	06/01/2017 Additional
Roofer, Waterproofer	$ 26.23	$ 1.25	$ 1.25
Green Roofing **	26.48	1.25	1.25
Addtl per hr for Pitch Removal & Application	0.90		
Addtl per hour for Asbestos Abatement	1.20		

NOTES:
Does not include metal flashing, gravel stop and metal roofing; see Sheetmetal Worker wage schedule.
** Green Roofing is any component of green technology or living roof above the roof membrane. Including but not limited to the fabric, dirt and plantings.

WHEN MANDATED BY THE OWNER OR AGENCY FOR HOURS WORKED AFTER 5:30 PM AND BEFORE 5:30 AM, THERE WILL BE AN ADDITIONAL $ 3.75 PER HR PREMIUM.

SUPPLEMENTAL BENEFITS
Per hour worked:
Journeyman $ 18.72

Additional contribution 0.75
on any Asbestos Abatement work.

OVERTIME PAY
See (B,E*,Q) on OVERTIME PAGE
*NOTE - Saturday may be paid at straight time if it is the 5th day worked, unless it was a previously scheduled work day. If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: When any of these holidays falls on Sunday, the following day shall be observed as a holiday.

REGISTERED APPRENTICES
WAGES: 1000 hour terms

1st term (0 to 1000)	$ 14.43
2nd term (1001 to 2000)	17.05
3rd term (2001 to 3000)	19.67
4th term (3001 to 4000)	22.30

Additional per hour:

Green Roofing	$ 0.25
Pitch Removal & Appl.	0.90
Asbestos Abatement	1.20

SUPPLEMENTAL BENEFITS per hour worked:

1st & 2nd term	$ 15.27
3rd term	17.72
4th term	18.72
Additional contribution on any Asbestos Abatement work	0.75

6-195

Sheetmetal Worker 04/01/2016

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES
Per hour: 07/01/2015

Sheetmetal Worker:	
**(under $10 million)	$ 27.06
**(over $10 million)	28.06

**For total cost of Sheetmetal contract only.

TO INCLUDE METAL STANDING SEAM ROOFING, FLASHINGS AND GRAVEL STOP.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 18.49 plus 3% of hourly wage paid

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

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When any holiday falls on a Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES
WAGES: Six month terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
40%	45%	50%	55%	60%	65%	70%	75%	80%	85%
$ 10.82	$ 12.18	$ 13.53	$ 14.88	$ 16.24	$ 17.59	$ 18.94	$ 20.30	$ 21.65	$ 23.00

SUPPLEMENTAL BENEFITS per hour worked:

$ 10.47*	$ 10.88*	$ 11.28*	$ 11.68*	$ 12.10*	$ 12.50*	$ 13.93*	$ 14.34*	$ 14.74*	$ 15.14*

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

6-58

Sprinkler Fitter 04/01/2016

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

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

WAGES

Per hour	07/01/2015
Sprinkler Fitter	$ 31.66

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 21.02

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES
Wages per hour

For Apprentices HIRED PRIOR TO 04/01/2010:

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
50%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 8.15	$ 8.15	$ 15.12	$ 15.12	$21.02	$21.02	$21.02	$21.02	$21.02	$21.02

For Apprentices HIRED ON OR AFTER 04/01/2010:

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 8.56	$ 8.60	$ 15.37	$ 15.41	$ 15.96	$ 16.00	$ 16.05	$ 16.09	$ 16.14	$ 16.18

For Apprentices HIRED ON OR AFTER 04/01/2013:

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 7.90	$ 7.90	$ 15.12	$ 15.12	$ 15.37	$ 15.37	$ 15.37	$ 15.37	$ 15.37	$ 15.37

1-669

Teamster - Building 04/01/2016

JOB DESCRIPTION Teamster - Building **DISTRICT** 1

ENTIRE COUNTIES
Hamilton, Herkimer, Oneida

PARTIAL COUNTIES
Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.
Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

WAGES

GROUP # A:
Straight trucks, winch, transit mix on the site, road oilers,
dump trucks, pick-ups, panel, water trucks, fuel trucks on the site
(including nozzle).

GROUP # B:
Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

	07/01/2015	07/01/2016
Group A	$ 20.02	$ 20.26
Group B	20.32	20.56

SUPPLEMENTAL BENEFITS

Per hour worked

	07/01/2015	07/01/2016
Journeyman	$ 18.04	$ 19.10

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294z2

Teamster - Heavy&Highway 04/01/2016

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 7

ENTIRE COUNTIES

Hamilton, Herkimer, Oneida

PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.
Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

WAGES

GROUP #1:
Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers, Tandems and Batch Trucks, Mechanics, Dispatcher, Semi-Trailers, Low-boy Trucks, Asphalt Distribitor Trucks, and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #2:
Specialized Earth Moving Equipment, Euclid type, or similar off-highway,where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck, Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour	07/01/2015
Group #1	$ 18.57
Group #2	18.62

SUPPLEMENTAL BENEFITS

Per hour worked:
$ 8.00

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (3, 6) on HOLIDAY PAGE

7-294HH

Welder **04/01/2016**

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

Attachment 1

Cost Proposal Form

ATTACHMENT 1 - COST PROPOSAL FORM - RFP #1967

LOT 1 – ALBANY AREA FACILITIES

A. Annual Maintenance

	Item	Annual Maintenance Cost Per Building	Multiply X 5 Years	= Total 5 Year Cost
1.	Sheridan Hollow Garage		5	
2.	East Parking Garage		5	
3.	Harriman State Campus Bldg. 2		5	
4.	Harriman State Campus Bldg. 3		5	
5.	Harriman State Campus Bldg. 4		5	
6.	Harriman State Campus Bldg. 5		5	
7.	Harriman State Campus Bldg. 6		5	
8.	Harriman State Campus Bldg. 7		5	
9.	Harriman State Campus Bldg. 7A		5	
10.	Harriman State Campus Bldg. 8		5	
11.	Harriman State Campus Bldg. 8A		5	
12.	Harriman State Campus Bldg. 9		5	
13.	Harriman State Campus Bldg. 12		5	
14.	Harriman State Campus Bldg. 17		5	
15.	Harriman State Campus Bldg. 18		5	
16.	Harriman State Campus Bldg. 21		5	
17.	Harriman State Campus Bldg. 22		5	
18.	Harriman State Campus Bldg. 24		5	
11.	New York State Fallen Firefighters Memorial		5	
12.	George Washington Memorial		5	
13.	General Philip Henry Sheridan Memorial		5	
14.	State of New York Police Officers' Memorial		5	
15.	New York State Vietnam Memorial		5	
16.	New York State Women Veterans Memorial		5	
17.	World War II Memorial		5	

18.	New York State Korean War Veterans' Memorial		5	
19.	Childrens' Memorial		5	
20.	New York State Crime Victims Memorial		5	
21.	New York State Emergency Medical Services Memorial		5	
22.	New York State Purple Heart Memorial		5	
23.	New York State Missing Persons Remembrance Memorial		5	
24.	New York State Parole Officers Memorial		5	
Item A Total Cost (Sum of A1 thru A24)				$

B. Additional Services

1. Estimated Annual Hours: __70__ x Hourly Rate $_____x 5 (Years) =

   Lot 1 Labor Total $_____

2. Estimated Annual

   Material Cost $_1000_x Markup %_____ = Markup $_____

   Material Cost $_____+ Markup $_____ = Annual Material Cost $_____

   Annual Material Cost $_____ x 5 (years) = Lot 1 Material Cost Total $_____

Item B. Additional Services Total Cost (Lot 1 Labor Total + Lot 1 Material Cost) $_____

LOT 1 Grand Total (Total Item A + Total Item B)	$_____

<u>NOTE</u>: Bid submitted must include a value for each <u>item</u> amount listed on the Cost Form. Failure to do so could result in the rejection of the proposal.

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

OFFICIAL COMPANY NAME_____

MAILING ADDRESS _____
Street

_____
City State Zip Code

Telephone # _____E-mail _____
Area Code

ATTACHMENT 1 - COST PROPOSAL FORM - RFP #1967

LOT 2 – SYRACUSE AND WATERTOWN FACILITIES

A. Annual Maintenance

	Item	Annual Maintenance Cost Per Building	Multiply X 5	= Total 5 Year Cost
1.	Senator Hughes State Office Building, Syracuse NY		5	
2.	Dulles State Office Building, Watertown, NY		5	
			Item A Total Cost (A1 + A2)	$ _____

B. Additional Services

1. Estimated Annual

   Hours Lot 2:__70__x Hourly Rate $_____x 5 (Years) = Lot 2 Labor Total $_____

2. Estimated Annual

   Material Cost $_1000_x Markup %_____ = Markup $_____

Material Cost $_____+ Markup $_____ = Annual Material Cost $_____

Annual Material Cost $_____ x 5 = Lot 2 Material Cost Total $_____

Item B. Additional Services Total Cost (Labor Total + Material Cost Total) $ _____

LOT 2 Grand Total (Total Item A + Total Item B)	**$_____**

NOTE: Bid submitted must include a value for each item amount listed on the Cost Form. Failure to do so could result in the rejection of the proposal.

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

OFFICIAL COMPANY NAME_____

MAILING ADDRESS _____
Street

_____
City State Zip Code

Telephone # _____E-mail _____
Area Code

ATTACHMENT 1 - COST PROPOSAL FORM - RFP #1967

LOT 3 – ALBANY AREA HISTORIC BUILDINGS

A. Annual Maintenance

	Item	Annual Maintenance Cost Per Building	Multiply X 5	= Total 5 Year Cost
1.	Mayor Erastus Corning 2nd Tower (roofs, including window washing rig, garage)		5	
2.	Agency Buildings 1-4		5	
3.	Wadsworth Health Labs (Courtyard and air intake)		5	
4.	Robert Abrams Building for Law and Justice		5	
5.	Swan Street Building (Veranda and roof, 4th and 5th fl open areas, 4th fl walkways extending from Cores 1 to 2 and Cores 3 to 4.		5	
6.	Legislative Office Building Veranda		5	
7.	State Capitol Building (Capitol Courtyard, Stairways, Promenade deck, 2nd fl area overlooking East Capitol Park		5	
8.	Executive Mansion		5	
	Item A Total Cost (Sum of A1 thru A8)			$ _____

B. Additional Services

1. Estimated Annual Hours: ___70___x Hourly Rate $_____x 5 (Years) =

   Lot 3 Labor Total $_____

2. Estimated Annual

   Material Cost $_1000_x Markup %_____ = Markup $_____

   Material Cost $_____+ Markup $_____ = Annual Material Cost $_____

   Annual Material Cost $_____ x 5 (years) = Lot 3 Material Cost Total $_____

Item B. Additional Services Total Cost (Lot 3 Labor Total + Lot 3 Material Cost) $_____

LOT 3 Grand Total (Total Item A + Total Item B)	$ _____

<u>NOTE</u>: Bid submitted must include a value for each <u>item</u> amount listed on the Cost Form. Failure to do so could result in the rejection of the proposal.

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

OFFICIAL COMPANY NAME_____

MAILING ADDRESS _____
Street

_____
City State Zip Code

Telephone # _____E-mail _____
Area Code

Attachment 2

Proposal Submission Checklist

Bid Submission Checklist - RFP 1867 Attachment 2

Technical Proposal - 1 Originals and 4 Copies	
Cover Letter	
Minimum Requirements	
Experience	
Plan of Operation / Staffing Plan	

Cost Proposal - 4 Originals and 1 Copy	
Bid Price $Cost	

Administrative Proposal - 4 Originals and 1 copy	
Contractor information Page	
Corporate Acknowledgement (must be notarized)	
Offerer's Affirmation of Understanding of and Agreement prusant to NYS 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	
MWBE 100 - Utilization Plan (can be found at http://www.ogs.ny.gov/MWBE/Forms.asp)	
EEO 100 Staffing Plan (can be found at http://www.ogs.ny.gov/MWBE/Forms.asp)	
Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance	
Signed copies of all addenda released for this solicitation	

Insurance - one copy of each required insurance certificate to be supplied (if awarded this RFP)	
WCL - Workers Compensation (see RFP for acceptable forms)	
Disability Benefits (see RFP for acceptable forms)	
Commercial General Liability Insurance	