



**INVITATION FOR BIDS (IFB) NUMBER 2005**  
**SOLICITED BY THE**  
**NEW YORK STATE OFFICE OF GENERAL SERVICES**  
**FOR**  
**FENCE INSTALLATION**  
**AT WATER STREET, MADISON SOUTH PEARL,**  
**AND GRAND STREET PARKING LOTS IN ALBANY NY**

**BID DUE DATE: NOVEMBER 10, 2016, 2:00PM**

**ISSUE DATE: OCTOBER 4, 2016, 2016**

**Designated Contact:**

Eric Schantz

Voice: 518-474-5981

E-mail: [eric.schantz@ogs.ny.gov](mailto:eric.schantz@ogs.ny.gov)

**Alternate Contact:**

Beth Maus

Same

E-mail: [beth.maus@ogs.ny.gov](mailto:beth.maus@ogs.ny.gov)

**Alternate Contact:**

Erin Datri

Same

E-Mail: [erin.datri@ogs.ny.gov](mailto:erin.datri@ogs.ny.gov)

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# 1. INTRODUCTION

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## 1.1 OVERVIEW

The New York State Office of General Services (OGS), Real Property Management (RPM), is seeking vendor(s) to provide and install fencing for three (3) OGS managed parking lots in Albany, NY. Bidders may bid on multiple lots. The current fencing at all locations is in extremely poor condition. In order to secure the locations for patron safety and improved security of the parking lots, new fencing must be installed.

## 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, 32<sup>nd</sup> Floor, ESP  
Albany, New York 12242  
Voice: 1-518-474-5981  
Email: [eric.schantz@ogs.ny.gov](mailto:eric.schantz@ogs.ny.gov)

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

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

Erin Datri, Contract Management Specialist III  
NYS Office of General Services  
Financial Administration / Agency Procurement Office  
Corning Tower, 32<sup>nd</sup> Floor, ESP  
Albany, New York 12242  
Voice: 1 518- 474- 5981  
Email: [erin.datri@ogs.ny.gov](mailto:erin.datri@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, 29<sup>th</sup> Floor, ESP  
Albany, NY 12242  
Voice: 1-518-486-9284  
Email: [anuola.surgick@ogs.ny.gov](mailto:anuola.surgick@ogs.ny.gov)

### 1.3 MINIMUM BIDDER QUALIFICATIONS

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

The following minimum qualifications must be met by each bidder:

- Bidding firm must have at least three (3) years’ experience primarily in the installation of fencing.

### 1.4 KEY EVENTS

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

Action	Date	Time
OGS issues Invitation for Bid # 2005	October 4, 2016	
<u>Mandatory Site Visit to be held at:</u> Grand Street Lot at Intersection of Philips St. and Grand St., Albany	October 25, 2016	10:00 am
Deadline for Submission of Bidder Questions	November 1, 2016	
OGS Issues a Response to Written Questions (estimated)	November 4, 2016	
Bid Due Date to OGS	November 10, 2016	2:00 pm
Contract Start Date	Upon OSC approval	

### 1.5 MANDATORY SITE VISIT

There is to be one (1) Mandatory Site Visit for all three (3) lots. Bidders intending to submit bid proposal(s) must begin the mandatory site visit starting at the location stated above in Section 1.4 – Key Events. Upon completion of the Grand Street site visit, the site visit will continue to the Water Street and Madison South Pearl parking lots. The following link contains the directions to the Grand Street Parking lot: <https://parking.ogs.ny.gov/downtown-albany-garages-lots> . Bidders are required to attend the site visit in its entirety.

The Mandatory Site Visit is to be held on the date and times indicated in Section 1.4 - Key Events above. This is the only date and time available for the site visit. Alternate dates for additional site visits will not be available. Attendees will be required to sign in and provide basic company and contact information for the site visit. This information will be used to verify attendance and to communicate any changes to the solicitation (addenda). Therefore, it is imperative that the provided information be legible and accurate. Failure to attend the mandatory site visit will result in rejection of the bid proposal. The facilitator of the event will publicly announce the official start time, which announcement shall be made no sooner than the scheduled start time stated in Section 1.4 - Key Events.

Prospective Bidders arriving after the official start time of the mandatory site visit will be precluded from attending the mandatory site visit, and therefore unable to submit a responsive proposal.

**IMPORTANT:** Due to security restrictions, Bidders 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 bidder (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 IFB.

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

In accordance with State Finance Law §139-j (3) (a) (3), this mandatory site visit 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 (to arrange attendance, during the conduct of the visit and to pose questions regarding the site).

The mandatory site visit will provide an opportunity for Bidders to see firsthand the locations where the fence is to be installed. Questions during the site visit will be permitted. It is suggested that the Bidder note the question and ask at the end of the tour.

Verbal answers are not official answers. All questions asked 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. Only answers provided by addendum are considered official.

## 2. Bid Submission

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### 2.1 IFB 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  
ESP, Corning Tower, 32<sup>nd</sup> Floor  
Albany, NY 12242  
Phone: 1-518-474-5981  
E-mail: [eric.schantz@ogs.ny.gov](mailto: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 IFB. The final deadline for submission of any questions/clarifications regarding this IFB 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 submitted questions via email on or about the date listed in Section 1.4 – Key Events.

### 2.2 BID FORMAT AND CONTENT

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

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

1. **Cover Letter:** The cover letter must confirm that the bidder understands all the terms and conditions contained in this IFB and will comply with all the provisions of this IFB. It must also state which lot(s) you are submitting a proposal for. Further, that 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 bidder's representative that OGS shall contact regarding the bid. A bidder representative authorized to make contractual obligations must sign the cover letter.
2. **Minimum Qualifications:** Bidders must submit sufficient information to prove their ability to meet the minimum qualifications as set forth in Section 1.3. Indicate the number of consecutive year's bidder has been active in the business of installing fences.
3. **Operational Plan:** Bidders must describe their capabilities to provide the services required in this IFB by providing the following:
  - Staffing plan for this contract, including the use of any subcontractors. Include the name and experience of the proposed supervisor. (Refer to Section 5.11 – Subcontractors)
4. **Pricing:** Bidders shall submit a completed Bid Proposal Form (Attachment 1) for each lot being bid on. Each lot must be complete with no lines omitted. Bidder shall not provide alternative pricing or deviate from the Bid Proposal Form. Alternative pricing methodologies will not be considered and may result in the rejection of the bid.

## 5. Administrative Submission:

- All other required completed forms from IFB Appendix B.
- Attachment 2 Bid Submission Checklist
- **MWBE.** This procurement includes MWBE participation goals of which all bidders must comply. See Section 5.7 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 – Bidders are reminded of the insurance requirements as described in Section 5.5. The selected Bidder will be required to provide all necessary documentation upon notification of selection.
  - Vendor Responsibility - Bidders are reminded of the requirement as described in Section 5.16, 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 Bidder shall be registered with the NYS Department of State as an entity authorized to conduct business in New York State either at the time the proposal is submitted or within thirty calendar days of being advised of tentative award. Failure to complete the registration process and be approved by the New York State Department of State within that thirty day time period may result in a rejection of the proposal.

## 2.3 BID PREPARATION

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

## 2.4 PACKAGING OF IFB RESPONSE

Please submit for each lot being bid on:

- Four (4) originals and one (1) exact copy of the Bid Proposal Form (Attachment 1)
- One (1) original and four (4) exact copies of: the Cover Letter; Minimum Qualifications information; and Operational Plan
- Four (4) originals and one (1) exact copy of the Administrative Submission

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

- Bidder's complete name and address
- Solicitation Number: IFB #2005
- Bid Due Date and Time: (as in Section 1.4 - Key Events)

- Bid for: Fence Installation

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

## 2.5 INSTRUCTIONS FOR BID SUBMISSION

**Note that these instructions supersede the generic instructions posted on the OGS website bid calendar.** Only those Bidders who furnish all required information and meet the mandatory requirements will be considered. Submit all required bid documents to the NYS Office of General Services - Division of Financial Administration at the following address:

OGS Financial Administration, Agency Procurement Office  
Empire State Plaza, Corning Tower, 32<sup>nd</sup> Floor  
Albany, NY 12242  
Attn: Eric Schantz  
Bid # 2005

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

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

Bids must be received in the above office on or before 2:00 PM on the date indicated in section 1.4 Key Events. Bidders 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 180 days from the due date, unless the time for awarding the contract is extended by mutual consent of NYS OGS and the Bidder. A bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 180 day period until either tentative award of the contract(s) by issuing Office is made or withdrawal of the bid in writing by Bidder. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing Office to the successful Bidder. This IFB remains the property of the State at all times, and all responses to this IFB, once delivered, become the property of the State.

### **Important Building Access Procedures for Delivered Bids:**

Building Access procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering bids. **Vendors are encouraged to pre-register by contacting the OGS Finance Office at 518-474-5981 at least 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://www.ogs.ny.gov/BU/BA/Parking/Visitor>

### **3. ADMINISTRATIVE INFORMATION**

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#### **3.1 ISSUING OFFICE**

This IFB is being released by the New York State Office of General Services, Division of Financial Administration on behalf of OGS Real Property Management & Facilities (RPM&F).

#### **3.2 METHOD OF AWARD**

Awards will be made for Lot 1, 2 and 3 to the lowest responsive and responsible bidder(s). The lowest bidder shall be determined by the Grand Total Bid as represented on Attachment 1 – Bid Proposal Form for each lot.

Upon determination of the lowest responsive and responsible bid, a contract will be sent to the successful bidder(s) 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.

#### **3.3 PRICE**

The prices bid shall be inclusive of all costs including travel, licenses, insurance, administrative, and other ancillary costs. For the purposes of this contract, full service shall mean that the Contractor's bid price includes: all labor, equipment, and material cost; all overhead costs and profit. Details of service not explicitly stated in these specifications, but necessarily attendant thereto are deemed to be understood by the Contractor and included herein.

Vendors must submit their cost using Attachment 1 marked "Bid Proposal Form." Vendors must provide pricing for all installation, which shall be a lump sum price per installation at each parking lot. This lump sum shall include all labor and materials to complete installation.

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 upon Office of the State Comptroller (OSC) approval and will be in effect for one (1) year. It is anticipated that the installation will begin, and be completed, as soon as practical following contract award (weather permitting).

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 IFB 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 5.15 – Termination.

#### **3.5 METHOD OF PAYMENT**

For the purposes of this contract, the Contractor shall submit an invoice upon completion and acceptance of each installation as indicated in Section 4.1. This invoice will contain the Contract ID number (i.e.:OGS01-C00XXX-1140000), Company FEIN; Vendor ID number (Statewide Financial System - SFS) and, either in its body or as an attachment, will state itemized work completed. Such itemization must include at a minimum: date of service, and the location where service was completed.

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 by and approved by OGS.

All invoices must be submitted for payment to:

The OGS Business Service Center  
Accounts Payable  
Empire State Plaza Station  
P. O. Box 2117  
Albany, New York 12220 -0117

-or-

[accountspayable@ogs.ny.gov](mailto:accountspayable@ogs.ny.gov)

### **3.6 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 Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm) , by e-mail at [epunit@osc.state.ny.us](mailto: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.

### **3.7 PAST PRACTICE**

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

### **3.8 EXCEPTIONS AND EXTRANEIOUS TERMS**

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

Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the 'Questions Due Date' as identified in 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 IFB), or directly to the requesting vendor.

### **3.9 DISPUTE RESOLUTION**

It is the policy of the Office of General Services' Financial Administration to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to bid 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.

### **3.10 EXAMINATION OF CONTRACT DOCUMENTS**

- Each Bidder 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 Bidder 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 bid due date must be acknowledged by signature, dated and be submitted on or before the bid 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.

### **3.11 PRIME CONTRACTOR RESPONSIBILITIES**

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

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

### **3.12 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 IFB.

“Invitation for Bid” or “IFB” shall mean this document.

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

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

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

“OGS” shall mean NYS Office of General Services.

### **3.13 RULES OF CONSTRUCTION**

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

## 4. SCOPE OF WORK

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### 4.1 GENERAL SERVICE REQUIREMENTS

This is a full service contract. The Contractor must provide all labor, material, equipment, transportation, travel, and 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 installation of fencing around the OGS operated parking lots in Albany, NY.

Details of service not explicitly stated in these specifications, but necessarily attendant thereto, is deemed understood by the Contractor as included herein.

The Contractor will be required to dismantle and dispose of the current fencing at each location as described herein. All removed fencing posts are to be cut off below grade, ensuring there are no trip hazards.

All fencing materials are to have a galvanized finish.

Upon completion of fence installation, a representative from the Facility Manager's Office will determine that all work has been completed satisfactorily and provide acceptance.

### 4.2 CONTRACTOR RESPONSIBILITIES

The Contractor's shall provide the following at each job site:

#### **Protection:**

- Contractor will use every precaution to prevent injury to buildings, roads, curbs, walks, pipes, poles, and all other structures above and below ground that are adjoining or included in the area under contract, and will repair or replace at its own expense any State owned property damaged or destroyed by its forces.
- Contractor will ensure stock piles of materials and storage of equipment are in assigned spaces, if available, designated by the Facility Manager or his representative
- Place out safety cones/caution tape, temporary fencing, etc. to keep pedestrians from entering the work area.
- Contractor must identify utility lines, both above and below ground.

#### **Cleaning:**

- The Contractor shall clear the site of objects such as, dirt, stones, rocks, vegetation, brush, and other debris.
- Upon completion of their work each day and also when directed, the Contractor will remove from the premises all debris and rubbish caused by them.
- Upon completion of each work day, any tools, appliances, materials and equipment belonging to the Contractor left on site are the Contractor's responsibility and should be stored in a secure location.

### **Equipment:**

- The Contractor shall provide all equipment/ tools to perform the work required.

## **4.3 OGS RESPONSIBILITIES**

- OGS will provide the Contractor with information regarding the layout and location of fence lines.
- OGS will remove large objects, such as large trees, that disrupt the fence from being installed.

## **4.4 LOCATIONS/MEASUREMENTS**

The awarded Contractor(s) will be responsible to verify all measurements.

### **Lot 1**

#### **Madison South Pearl**

- 1,402 +/- Linear Ft. of new 10' high galvanized chain link fence
- Top and Brace rail - 1 5/8" sch-40
- Includes a bottom tension wire.
- Terminal posts are to be 3" Sch-40, Line posts to be 2 1/2" Sch-40.
- 30' wide double swing gate on 6" Sch-40 gate posts

### **Lot 2**

#### **Water Street**

- 1,336 +/- Linear Ft. of new 6' high, galvanized chain link fence.
- Top rail and Brace rail 1 5/8" Sch-40
- Includes a bottom tension wire
- Terminal posts to be 2 1/2" Sch-40. Line Posts to be 2" Sch-40.
- No gate

### **Lot 3**

#### **Grand Street**

- 352 +/- Linear Ft. of new 8' high commercial grade galvanized chain link fence
- Top, Bottom, and Brace rail - 1 5/8" Sch-40.
- Terminal posts to be 3" Sch-40. Line posts to be 2 1/2" Sch-40.
- One 3' wide pedestrian swing gate with hardware

## **4.5 STAFFING EXPECTATIONS**

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

- The Bidder's installer must have employees and supervisors that are personally experienced in the installation of fencing systems.
- Supervisor must have been regularly employed by a company installing fencing for a minimum of two (2) years.

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

#### **4.6 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.

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. **DOL Article 8** - Prevailing Rate Case Number PRC# 2016009667 has been assigned to the project.

To view the PDF file of your wage schedule, Article 8, click on <https://applications.labor.ny.gov/wpp/doFindProject.do?method=dolt&prcNumber=2016009667>

It has been determined by the NYS Department of Labor that the job title for installing fence is Ironworker, Fence Erector. The job title for digging holes and mixing concrete is Laborer. If a skid steer machine is used for drilling holes or setting posts the job title is Operating Engineer.

#### **4.7 OSHA (OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION) TRAINING REQUIREMENTS**

##### **OGS Facility Manager's Obligations**

Prior to beginning contract work/work assignment, the OGS Facility Manager shall inform the Contractor/Contractor's representative(s) of the known specific hazard(s) and chemical(s) they may encounter while performing their contract obligations. For example; they shall be informed of the location of Asbestos Containing Materials, if present, and any site specific work practices such as those involving Lockout/Tagout procedures.

The Contractor/Contractor's Representative(s) shall also be provided with information about the use of Personal Protective Equipment required for the work and where to get the specific items. **Contractor/Contractor's Representative shall provide a signed acknowledgement to the OGS Facility Manager that they were provided with this information.**

##### **Contractor / Contract Employee Obligations**

###### **A. General Contract Obligations:**

Upon request, the Contractor/Contractor employee(s) and employees of Sub-Contractors must present to the OGS Facility Manager proof of completion of the OSHA required training:

- 1) Hazard Communication
- 2) The use of Personal Protective Equipment.

**B. Specific Field-of-Work Requirements:**

In circumstances where specific OSHA regulated work is required, for example but not limited to: Asbestos work; Lockout/Tagout procedures; or work which involves entering a “confined space”, the Contractor/Contract Employee(s) shall have all pertinent and up-to-date certifications beyond the “awareness” level as required by OSHA for the specific work.

It is the Contractor’s responsibility to provide the OGS Facility Manager with all employee updates and/or renewals for the specified training.

**Note:** Contractor’s/Contractor’s Employee(s) and employees of Sub-Contractors failure to provide such documentation to the OGS Facility Manager upon or prior to employee reporting to their initial work assignment shall result in the OGS Facility Manager rejecting the employee(s).

## **5. CONTRACT CLAUSES AND REQUIREMENTS**

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### **5.1 APPENDIX A / ORDER OF PRECEDENCE**

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

1. Appendix A (dated January 2014)
2. Contract Agreement
3. OGS IFB Number 2005 (This Document) Including any Addenda
4. Selected Contractor's Bid

### **5.2 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/>

### **5.3 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.

### **5.4 ETHICS COMPLIANCE**

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

### **5.5 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, 40<sup>th</sup> Floor, Empire State Plaza, Albany, New York 12242 and shall name The People of the State of New York, its officers, agents, and employees as additional insureds there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 10 11 85**). The additional insured requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

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

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

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

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

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

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

- a) Commercial General Liability Insurance with a limit of not less than **\$2,000,000 each occurrence**. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
  1. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.
- b) Comprehensive Business Automobile Liability Insurance with a limit of not less than **\$1,000,000 each accident**. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

- c) Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against OGS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against OGS or (ii) any other form of permission for the release of OGS.
- d) WORKERS' COMPENSATION / DISABILITY INSURANCE:  
Prior to any contract resulting from this IFB becoming effective, Contractor must submit proof that they have the workers' compensation and disability benefits coverage required by the New York State Workers' Compensation Law, or proof that they are legally exempt from obtaining such coverage. Proof of compliance must be demonstrated in accordance with the requirements set forth by the New York State Workers' Compensation Board (An instruction manual clarifying the Workers' Compensation Law requirements is available to download at the Workers' Compensation Board's website, [www.wcb.ny.gov](http://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, Division of Financial Administration, Agency Procurement Office, 32<sup>nd</sup> Floor, Mayor Erastus Corning 2<sup>nd</sup> Tower Building, Empire State Plaza, Albany NY 12242, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).**

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

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

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

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

## **5.7 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) the performance of work or the provision of services or any other activity that is unrelated, separate or distinct from 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 Utilization Reporting Form (Commodities and Services) (“Form EEO-101-Commodities and Services”)
  - 1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO\_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.
  - 2. Separate forms shall be completed by Contractor and any subcontractor.
  - 3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or

subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

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

#### **IV. Contract Goals**

- A. OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528> . [The MWBE Regulations are located at 5 NYCRR § 140 – 145.](#) Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women Owned Businesses and Community Relations. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- C. Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

#### **V. MWBE Utilization Plan**

- A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.
- B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, the estimated or, if known, actual dollar amounts to be paid to a MWBE, and performance dates of each component of the Contract that the Bidder intends to be performed by a MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.
- C. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within twenty (20) days of receipt.
- D. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification

by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid.

- E. OGS may disqualify a Bidder's bid as being non-responsive under the following circumstances:
- (a) If a Bidder fails to submit a MWBE Utilization Plan;
  - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
  - (c) If a Bidder fails to submit a request for waiver; or
  - (d) If OGS determines that the Bidder has failed to document good faith efforts.
- F. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.
- G. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

## **VI. Request for Waiver**

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

### **5.8 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.

### **5.9 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 IFB 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 IFB 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 IFB, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- For purposes of any contract resulting from this IFB, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- 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 IFB the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, 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 IFB 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 bid, 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.

## **5.10 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 IFB, and will be binding upon the parties to such contract.

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

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

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

## 5.11 SUBCONTRACTORS

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. **When bidding, any known / planned use of subcontractors must be disclosed in detail with bid submission.** If subcontractors are to be used, 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 IFB or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this IFB.

The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors. The Contractor shall be responsible for informing the subcontractors of all 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 Deputy Commissioner or his designee, Real Property Management, 39<sup>th</sup> 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 OGS may require concerning the proposed subcontractor's ability and qualifications.

## 5.12 PROCUREMENT RIGHTS

The State of New York reserves the right to:

1. Reject any and all bids 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 Bidders' mathematical errors and waive or modify other minor irregularities in bids 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 bids received.
6. Negotiate with Bidders 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 Bidders.
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 bids.
14. Disqualify any Bidder whose conduct and/or bid fails to conform to the requirements of the IFB.
15. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available.
16. Waive any requirements that are not material.
17. If two or more bids are found to be substantially equivalent, the Commissioner of OGS, at 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 Bidder in the preparation and production of a bid or for any work performed prior to the issuance of a contract.

### **5.13 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.

### **5.14 DEBRIEFINGS**

Pursuant to Section 163(9) (c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by OGS that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

### **5.15 TERMINATION**

#### **Termination**

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

In addition, OGS may also terminate any contract resulting from this IFB upon ten (10) days written notice if the Contractor makes any arrangement for 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 IFB, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

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

### **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.

## **5.16 NYS VENDOR RESPONSIBILITY QUESTIONNAIRE**

OGS conducts a review of prospective contractors (“Bidders”) 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](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](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 Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The 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.

## **5.17 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](http://www.osc.state.ny.us/vendor_administration)

**Forms to be completed:** [http://www.osc.state.ny.us/vendors/forms/ac3237\\_fe.pdf](http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf)

## **5.18 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.

## **5.19 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.

## **5.20 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, bidders for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

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

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements. Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

## **5.21 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 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](http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf)

Bidders 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/ 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 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.**

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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. CONFLICTING TERMS.** 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. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** 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. NO ARBITRATION.** 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. SERVICE OF PROCESS.** 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. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** 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](mailto: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](mailto: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.

**IFB Appendix B**  
**Required Procurement Forms**

## Required Forms

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

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

Contractor Information  
SOLICITATION NUMBER 2005

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Print Name) (Title)

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

\_\_\_\_\_  
(NYS Vendor I.D. Number)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(County)

\_\_\_\_\_  
(Telephone Number) Ext. \_\_\_\_\_

\_\_\_\_\_  
(Toll Free Phone) Ext. \_\_\_\_\_

\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(Toll Free Fax Number)

\_\_\_\_\_  
(E-mail)

New York State Small Business as defined in Executive Law Section 310(20) and as detailed in the "New York State Required Certifications" included in Appendix B herein. 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.**

**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: \_\_\_\_\_

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(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.**



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.

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**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:	Printed or Typed Name:
Title:	Date:



# 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.



# Contractor Certification

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

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 <input type="checkbox"/> No <input type="checkbox"/> Unknown at this time <input type="checkbox"/>				

### 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](http://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)



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](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>.



# 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](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 3:**

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 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.

**IFB Appendix C**

**Sample Contract**

**Solicitation No. 2005**

**STATE OF NEW YORK  
OFFICE OF GENERAL SERVICES  
AGREEMENT FOR  
FENCE INSTALLATION  
AT THE WATER STREET, MADISON SOUTH PEARL,  
AND GRAND STREET PARKING LOTS  
IN ALBANY, NY.  
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 \_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, the OGS is responsible for the fences at the Water Street, Madison South Pearl, and Grand Street Parking Lots located in Albany NY, and in fulfilling its responsibility deems it necessary to obtain fence installation services 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 lowest price for such services and that the Contractor possesses the necessary capacity, experience and expertise for provision of fence installation, 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 Fence Installation 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 one (1) 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 Invitation for Bid No. 2005, 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.

**5. RECORDS**

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

**6. TAXES**

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

**7. INDEPENDENT CONTRACTOR**

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

**8. APPENDIX A**

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

**9. ASSIGNMENT**

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

**10. LAW**

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

**11. CONDITIONS PRECEDENT**

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

**12. ENTIRE AGREEMENT**

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

### **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 – Invitation for Bid #2005 including Addenda
- (iv) Appendix C – Contractor's Proposal

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

### **15. FORCE MAJEURE**

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

### **16. ASSIGNMENT BY STATE**

The State agrees not to assign this Agreement without prior notice to and reasonable consent of the Contractor provided, however, that this Agreement may be assigned without such consent

to another agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the pertinent functions of OGS as an agency are transferred to a successor agency or subdivision of the State.

#### **17. NOTICES**

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, overnight carrier or hand delivered, (i) if to the State, addressed to the State at its address set forth above, and (ii) if to Contractor, addressed to Contractor at its address set forth above. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Agreement.

#### **18. CAPTIONS**

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

#### **19. SEVERABILITY**

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

#### **20. INFORMATION SECURITY BREACH**

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

- Contractor shall supply OGS with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as OGS's notification policy.
- Contractor must encrypt any database fields and backup tapes that contain private data elements, as set forth in the ISBNA.
- Contractor must ensure that private data elements are encrypted in transit to / from their systems.

- In general, contractor must ensure that private data elements are not displayed to users on computer screens or in printed reports; however, specific users who are authorized to view the private data elements and who have been properly authenticated may view/receive such data.
- Contractor must monitor for breaches of security to any of its systems that store or process private data owned by OGS.
- Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from OGS.
- In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify OGS and commence an investigation in cooperation with OGS to determine the scope of the breach.
- Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.
- Contractor shall immediately notify OGS following the discovery that OGS's system security has been breached.
- Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from OGS prior to notifying the individuals whose personal identity information was compromised by the breach of security, the State Division of Homeland Security and Emergency Services Enterprise Information Security Office, the Department of State Division of Consumer Protection, the Attorney General's Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.
- Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.
- This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA.

## **21. CONTRACTOR RESPONSIBILITY**

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

The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers

information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

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

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

**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)**

**THE PEOPLE OF THE STATE OF NEW YORK**

By: \_\_\_\_\_  
Name:  
Title:  
Federal I.D. No.:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**APPROVED AS TO FORM**  
Eric Schneiderman  
Attorney General

**APPROVED**  
Thomas P. DiNapoli  
State Comptroller

**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]

# Appendix B

## Invitation for Bid 2005

# Appendix C

## Contractor's Proposal

# Appendix D

## Prevailing Wage Rate Schedule



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

NYS Office of General Services

Beth Maus, CMS 2  
Financial Administration  
32nd fl, Corning Tower, ESP  
Albany NY 12242

Schedule Year 2016 through 2017  
Date Requested 09/22/2016  
PRC# 2016009667

Location Albany  
Project ID# 2005  
Project Type install chain link fence at various parking lots in Albany, NY.

### 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 2016 through June 2017. 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](http://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](http://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](http://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](http://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, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

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

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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

# IMPORTANT NOTICE

FOR

## CONTRACTORS & CONTRACTING AGENCIES

### Social Security Numbers on Certified Payrolls

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

For these reasons, *the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.*

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

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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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

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

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

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

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

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

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

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

# **Construction Industry Fair Play Act**

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

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

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

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

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



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

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

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

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

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

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

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

- You are entitled to state and federal worker protections such as
  - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
  - workers' compensation benefits for on-the-job injuries
  - payment for wages earned, minimum wage, and overtime (under certain conditions)
  - prevailing wages on public work projects
  - the provisions of the National Labor Relations Act and
  - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

**Independent Contractors:** If you are an independent contractor:

- You must pay all taxes required by New York State and Federal Law.

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

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

**If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to [dol.misclassified@labor.state.ny.us](mailto:dol.misclassified@labor.state.ny.us). All complaints of fraud and violations are taken seriously and you can remain anonymous.**

**Employer Name:**

# WORKER NOTIFICATION

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

*Effective February 24, 2008*

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage rate* for their particular job classification *on each pay stub*\*. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website [www.labor.state.ny.us](http://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.

# Attention Employees

**THIS IS A: PUBLIC WORK PROJECT**

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

Chapter 629 of the Labor Laws of 2007:

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

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

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

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

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

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

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

*Effective July 18, 2008*

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

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

## Where to find OSHA 10-hour Construction Course

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

[www.labor.state.ny.us/workerprotection/safetyhealth/DOSH\\_ONSITE\\_CONSULTATION.shtm](http://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](mailto:dlwtpo@rit.edu)

(866) 385-7470 Ext. 2919

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

### **Atlantic OSHA Training Center**

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

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

(732) 235-9455

<https://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](mailto:mailto:japs@buffalo.edu)

(716) 829-2125

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

### **Keene State College**

Manchester, NH

Leslie Singleton

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

(800) 449-6742

[www.keene.edu/courses/print/courses\\_osh.cfm](http://www.keene.edu/courses/print/courses_osh.cfm)

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

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

# Requirements for OSHA 10 Compliance

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

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

# WICKS Reform 2008

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

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$3 million in Bronx, Kings, New York, Queens and Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.
- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

## **IMPORTANT INFORMATION**

### **Regarding Use of Form 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

**Bureau of Public Work**  
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 3 -7)  
\*\*\* Do not write in any additional Classifications or Counties\*\*\*

### Requestor Information

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

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

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

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

## Job Classification Checklist

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

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

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

## 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\*\*\*

<b>Job Classification</b>	<b>Tag #</b>	<b>Entire Counties</b>	<b>Partial Counties</b>	<b>Check Box</b>
Electrician	86	26, 28	19, 35, 37, 59, 61	<input type="checkbox"/>
Electrician	840Teledata and 840 Z1	62	6, 34, 35, 50, 59	<input type="checkbox"/>
Electrician	910	10, 16, 17, 23, 25, 45		<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	30, 41, 52		<input type="checkbox"/>
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		<input type="checkbox"/>
Electrical Lineman	1249a West	60		<input type="checkbox"/>
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		<input type="checkbox"/>
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		<input type="checkbox"/>
Electrical Lineman	1249aWestLT	60		<input type="checkbox"/>
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	<input type="checkbox"/>
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		<input type="checkbox"/>
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	<input type="checkbox"/>
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		<input type="checkbox"/>
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		<input type="checkbox"/>
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		<input type="checkbox"/>
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		<input type="checkbox"/>
Laborers- Tunnel	157	47	18, 29, 46	<input type="checkbox"/>
Laborers- Heavy & Highway	157h/h	47	18, 29, 46	<input type="checkbox"/>

## 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\*\*\**

<b>Job Classification</b>	<b>Tag #</b>	<b>Entire Counties</b>	<b>Partial Counties</b>	<b>Check Box</b>
Laborers- Heavy & Highway	1822/2h	10,16,57		<input type="checkbox"/>
Laborers- Heavy & Highway	1822/2h(2)	17, 23, 25, 45		<input type="checkbox"/>
Laborers- Tunnel	1822T	10, 16 57		<input type="checkbox"/>
Laborers- Tunnel	1822T(2)	17, 23, 25, 45		<input type="checkbox"/>
Laborers- Tunnel	35T	21, 22, 27, 33	18, 29	<input type="checkbox"/>
Laborers- Tunnel	190	1, 42, 58	11, 20, 46	<input type="checkbox"/>
Laborers- Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	<input type="checkbox"/>
Laborers- Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	<input type="checkbox"/>
Laborers- Tunnel	35T	21, 22, 27, 33	18, 29	<input type="checkbox"/>
Laborers- Heavy & Highway	633hON	34		<input type="checkbox"/>
Laborers- Heavy & Highway	633hOS	38		<input type="checkbox"/>
Laborers- Heavy & Highway	633h Cay	6		<input type="checkbox"/>
Laborers- building	633 bON	34		<input type="checkbox"/>
Laborers- building	633b Cay	6		<input type="checkbox"/>
Laborers- building	633bOS	38		<input type="checkbox"/>
Laborers- Tunnel	633T (Cay)	6		<input type="checkbox"/>
Laborers- Tunnel	633T (ON)	34		<input type="checkbox"/>
Laborers- Tunnel	633T (OS)	38		<input type="checkbox"/>
Laborers- Heavy & Highway	785h	12, 55	49, 54	<input type="checkbox"/>
Laborers-Tunnel	785T	12, 55		<input type="checkbox"/>
Laborers - Building	785(7)	4	9, 13, 54	<input type="checkbox"/>
Laborers - Building	785B-CS	8, 51	49	<input type="checkbox"/>
Laborers- Heavy & Highway	7-785b	12, 55	49, 54	<input type="checkbox"/>
Laborers Heavy & Highway	785(7)	4	9, 13, 54	<input type="checkbox"/>
Laborer - Heavy & Highway	785HH-CS	8, 51	49	<input type="checkbox"/>
Laborer - Building	621b	2, 7	5	<input type="checkbox"/>
Laborer - Residential	621r	2, 7	5	<input type="checkbox"/>

# 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\*\*\**

<b>Job Classification</b>	<b>Tag #</b>	<b>Entire Counties</b>	<b>Partial Counties</b>	<b>Check Box</b>
Mason-Building	2TS.1	1, 10,11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Mason-Building	2TS.2	22, 23, 25, 33, 45	27	<input type="checkbox"/>
Mason-Building	2TS.3	6, 34, 38	27	<input type="checkbox"/>
Mason-Building	2b-on	34		<input type="checkbox"/>
Mason-Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	<input type="checkbox"/>
Mason-Building	2b.2	22, 33	25	<input type="checkbox"/>
Mason-Building	2b.3	6, 34	27	<input type="checkbox"/>
Mason-Building	2b.4	38		<input type="checkbox"/>
Mason-Building	2b.5	23	25	<input type="checkbox"/>
Mason-Building	2b.6	45		<input type="checkbox"/>
Mason-Building	2b.8	10, 16, 17	57	<input type="checkbox"/>
Mason-Building	2b.5	23	25	<input type="checkbox"/>
Mason-Building	2b.6	45		<input type="checkbox"/>
Mason-Building	2b.8	10, 16, 17	57	<input type="checkbox"/>
Mason-Building	3b-Co-Z2	8, 49, 51	2	<input type="checkbox"/>
Mason-Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Building-Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Building	3B-Bing-Z2	4, 9, 13, 39, 54		<input type="checkbox"/>
Mason-Building	3B-lth-Z2	12, 55		<input type="checkbox"/>
				<input type="checkbox"/>

## 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\*\*\*

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

# 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\*\*\*

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

## 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](http://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** **09/01/2016**

**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	07/01/2016	01/01/2017 Additional
Boilermaker	\$ 33.39	\$1.15

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeymen	\$ 24.03* + 1.24
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\* 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** **09/01/2016**

**JOB DESCRIPTION** Carpenter - Building **DISTRICT 2**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:	07/01/2016	01/01/2017	07/01/2017 Additional	01/01/2018 Additional
Carpenter	\$ 30.00	\$ 30.40	\$ 0.60	\$ 0.50
Floor Coverer	30.00	30.40	0.60	0.50
Carpet Layer	30.00	30.40	0.60	0.50
Dry-Wall	30.00	30.40	0.60	0.50
Lather	30.00	30.40	0.60	0.50
Piledriver	30.25	30.65	0.60	0.50
Diver-Wet Day	61.25	61.25	0.00	0.00
Diver -Dry Day	31.00	31.40	0.60	0.50
Diver Tender	31.00	31.40	0.60	0.50

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 \$.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                                 \$ 19.92                                 \$20.02

**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

**FOR APPRENTICES INDENTURED PRIOR TO JANUARY 1, 2016**

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 term	\$ 10.51		\$ 10.61
2nd year term	10.51		10.61
3rd year term	13.11		13.21
4th year term	13.11		13.21

**FOR APPRENTICES INDENTURED AFTER TO JANUARY 1, 2016**

1,300 hour terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th	5th
50%	60%	65%	70%	80%
Supplemental Benefits per hour worked plus paid holidays:				
1st year term	\$ 10.51			\$ 10.61
2nd year term	10.51			10.61
3rd year term	13.11			13.21
4th year term	13.11			13.21
5th year term	13.11			13.21

2-291B-Alb

**Carpenter - Building / Heavy&Highway**

**09/01/2016**

**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, 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:

	07/01/2016	07/01/2017 Additional	07/01/2018 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 29.10	\$ 1.50	\$ 1.50

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

**SUPPLEMENTAL BENEFITS**

Per hour worked plus paid holidays:

Journeyman	\$ 20.73
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**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. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

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

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental Benefits per hour paid:

1st year term	\$ 10.70
2nd year term	10.70
3rd year term	13.30
4th year term	13.30

2-42AtSS

**Carpenter - Heavy&Highway**

**09/01/2016**

**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	07/01/2016	07/01/2017 Additional	07/01/2018 Additional
Carpenter	\$ 29.85	\$ 1.50	\$ 1.50
Millwright	31.35	1.50	1.50
Piledriver	29.85	1.50	1.50
Diver-Wet Day	54.85	1.50	1.50
Diver-Dry Day	30.85	1.50	1.50
Diver-Tender	30.85	1.50	1.50

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 \$ 19.98

**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

**FOR APPRENTICES INDENTURED PRIOR TO JANUARY 1, 2016**

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 term	\$ 10.57
2nd year term	10.57
3rd year term	13.17
4th year term	13.17

**FOR APPRENTICES INDENTURED AFTER TO JANUARY 1, 2016**

1,300 hour terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th	5th
50%	60%	65%	70%	80%

Supplemental Benefits per hour worked plus paid holidays:

1st year term	\$ 10.57
2nd year term	10.57
3rd year term	13.17
4th year term	13.17
5th year term	13.17

2-291HH-Alb

**Electrician**

**09/01/2016**

**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 county that lies north of Route 23A.  
 Otsego: Only the Towns of Decatur and Worcester

**WAGES**

Per hour

	07/01/2016	06/01/2017
		Additional
Electrician	\$37.00	\$2.05
Audio/Sound	37.00	
Video	37.00	

Tele-Data 37.00

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 \$ 23.37  
 +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	\$ 10.96*
2nd term	10.96*
All others	23.37*

\*Plus additional 3% of wage

1-236

**Elevator Constructor**

**09/01/2016**

**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	07/01/2016	01/01/2017
		Additional
Mechanic	\$ 42.33	\$ 2.49

Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate
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\*\*\*\* 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  
 07/01/2016  
 Journeyman/Helper  
 \$ 29.985\*

(\*)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

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**Glazier** **09/01/2016**

**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	07/01/2016	05/01/2017 Additional \$1.50	05/01/2018 Additional \$1.50
Glazier base wage	\$ 26.80		
	+ additional \$1.75 per hour for all hours worked		
*High Work Base Wage	30.05	\$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 \$ 18.03  
 Journeyman  
 High Work 23.08

**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	\$ 14.76
5th-8th term	17.33
Apprentice High Work	
1st-4th term	\$ 17.33
5th-8th term	23.08

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

Apprentice	\$ 17.33
Apprentice High Work	23.08

1-201

**Insulator - Heat & Frost**

**09/01/2016**

**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	07/01/2016	05/01/2017 Additional	05/01/2018 Additional
Asbestos Worker*	\$ 33.31	\$1.25	\$1.25
Insulator*	33.31		
Firestopping Worker*	28.32		

(\*)On Mechanical Systems only.

On government mandated shift work additional 12% of wage for all shifts starting after 3:30 Pm.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 21.03

**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 \$ 21.03

1-40

**Ironworker**

**09/01/2016**

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

**SUPPLEMENTAL BENEFITS**

Per hour worked

JOURNEYMAN \$ 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:

	07/01/2016	05/01/2017
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 \$ 10.50

2nd year	20.61
3rd year	22.06
4th year	23.51

1-12

**Laborer - Building** **09/01/2016**

**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

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

All Classifications except as noted in Groups 2 & 3	\$ 26.31	\$ 1.70
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Group #2:

Blaster, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Metal Formsetter sidewalk),Well Pointing & Laser Operator	26.81
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Group #3:

Handling of Asbestos or Toxic Materials	27.66
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**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman	\$ 20.99
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**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

07/01/2016	
Apprentices	\$ 20.99

1-190

**Laborer - Heavy&Highway** **09/01/2016**

**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, Guniting, 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 hazardous 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**

	07/01/2016	07/01/2017 Additional	07/01/2018 Additional
Group # A	\$ 29.14	\$1.85	\$1.85
Group # B	29.34		
Group # C	29.54		
Group # D	29.74		
Group # E	31.14		

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.

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 \$ 20.95

**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 \$ 20.95

1-190 h/h

**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.	07/01/2016	07/01/2017 Additional	07/01/2018 Additional
Class #A	\$33.34	\$1.85	\$1.85
Class #B	34.34		

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.

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 \$ 21.70

**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 \$ 21.70

**Lineman Electrician**

**09/01/2016**

**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)

07/01/2016

Lineman, Technician	\$ 47.95
Crane, Crawler Backhoe	47.95
Welder, Cable Splicer	47.95
Digging Machine Operator	43.16
Tractor Trailer Driver	40.76
Groundman, Truck Driver	38.36
Equipment Mechanic	38.36
Flagman	28.77

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

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

Lineman, Technician	\$ 47.95
Crane, Crawler Backhoe	47.95
Cable Splicer	52.75
Cert. Welder-Pipe Type Cable	50.35
Digging Machine Operator	43.16
Tractor Trailer Driver	40.76
Groundman, Truck Driver	38.36
Equipment Mechanic	38.36
Flagman	28.77

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

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

Lineman, Technician, Welder	\$ 49.27
Crane, Crawler Backhoe	49.27
Cable Splicer	54.20
Cert. Welder-Pipe Type Cable	51.73
Digging Machine Operator	44.34
Tractor Trailer Driver	41.88
Groundman, Truck Driver	39.42
Equipment Mechanic	39.42
Flagman	29.56

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

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

Lineman, Technician, Welder	\$ 50.46
Crane, Crawler Backhoe	50.46
Cable Splicer	50.46
Digging Machine Operator	45.41
Tractor Trailer Driver	42.89
Groundman, Truck Driver	40.37
Equipment Mechanic	40.37
Flagman	30.28

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 \$ 21.75  
 \*plus 7.25% of hourly wage

\*The 7.25% 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**

**09/01/2016**

**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.

	07/01/2016	01/01/2017
Cable Splicer	\$ 30.29	\$ 30.90
Installer, Repairman	28.75	29.33
Teledata Lineman	28.75	29.33
Technician, Equipment Operator	28.75	29.33
Groundman	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 \$ 4.43  
 \*plus 3% of \*plus 3% of

wage paid

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**

**09/01/2016**

**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, Schuylar, 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:

07/01/2016

Lineman, Technician	\$ 41.65
Crane, Crawler Backhoe	41.65
Certified Welder	43.73
Digging Machine	37.49
Tractor Trailer Driver	35.40
Groundman, Truck Driver	33.32
Equipment Mechanic	33.32
Flagman	24.99

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 \$ 21.75  
 \*plus 7.25% of  
 hourly wage

\*The 7.25% 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
\$ 24.99	\$ 27.07	\$ 29.16	\$ 31.24	\$ 33.32	\$ 35.40	\$ 37.49

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

**Lineman Electrician - Tree Trimmer**

**09/01/2016**

**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.

	07/01/2016	01/01/2017
Tree Trimmer	\$ 23.37	\$ 23.95
Equipment Operator	20.61	21.13
Equipment Mechanic	20.61	21.13
Truck Driver	17.26	17.52
Groundman	14.15	14.36
Flag person	10.08	10.23

**SUPPLEMENTAL BENEFITS**

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

Journeyman	\$ 9.56	\$ 9.98
	*plus 3% of hourly wage	*plus 3% of hourly wage

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**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**

**09/01/2016**

**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 07/01/2016 07/01/2017

Tile/Marble/Terrazzo

Setter	\$ 32.59	Additional \$1.30/Hr.
Finisher	25.59	\$1.04/Hr. to be allocated

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	\$ 19.05
Journeyman Finisher	16.34

**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

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 07/01/2016

Setter:	
1st term 0-500 hrs	\$ 11.00
2nd term 501-1500 hrs	11.00
3rd term 1501-2500 hrs	15.02
4th term 2501-3500 hrs	15.02
5th term 3501-4500 hrs	17.04
6th term 4501-6000 hrs	19.05

Finisher:	
1st term 0-500 hrs	\$ 10.49
2nd term 501-1500 hrs	10.49
3rd term 1501-2500 hrs	13.41
4th term 2501-3700 hrs	13.41

**Mason - Building** **09/01/2016**

**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	07/01/2016- 06/30/2017	07/01/2017
Bricklayer	\$ 33.82	Additional
Cement Mason(Bldg)	33.82	\$1.45/Hr.
Plasterer/Fireproofing*	33.82	to be allocated
Pointer/Caulker/Cleaner	33.82	
Stone Mason	33.82	
Acid Brick	34.32	

(\*)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 \$ 19.95

**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	\$ 11.55
All others	\$ 19.95

12-2b.1

**Mason - Heavy&Highway** **09/01/2016**

**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	07/01/2016
Mason & Bricklayer	\$35.09

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

\$ 18.75

**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

\$ 18.75

12-2hh.1

**Millwright - Building**

**09/01/2016**

**JOB DESCRIPTION** Millwright - Building

**DISTRICT 2**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:	07/01/2016	07/01/2017
Millwright*	\$ 30.72	Additional \$ 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

\$ 20.87

**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	\$ 9.83
2nd term	17.56
3rd term	18.66
4th term	19.77

2-1163.1

**Operating Engineer - Building**

**09/01/2016**

**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, vacuum 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**

	07/01/2016	07/01/2017	07/01/2018
Class # A1	\$ 41.08	\$ 42.66	\$ 44.29
Class # A	40.61	42.18	43.80
Class # B	39.65	41.18	42.78
Class # C	36.92	38.37	39.88

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	\$ 24.47	\$ 24.87	\$ 25.27
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**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

	07/01/2016	07/01/2017	07/01/2018
All terms	\$ 19.90	\$ 20.30	\$ 20.70

1-158 Alb

**Operating Engineer - Heavy&Highway**

**09/01/2016**

**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, Schoenectady, 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, Vacuum 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, Guniting 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**

	07/01/2016	07/01/2017	07/01/2018
Master Mechanic	\$ 42.07	\$ 43.79	\$ 45.58
Class A*	40.46	42.18	43.97
Class B	39.55	41.27	43.06
Class C	36.98	38.70	40.49

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.

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	\$ 24.80	\$ 25.20	\$ 25.60
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**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

	07/01/2016	07/01/2017	07/01/2018
All Terms	\$ 20.20	\$ 20.60	\$ 21.00

1-158H/H Alb

**Operating Engineer - Marine Dredging**

**09/01/2016**

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT 4**

**ENTIRE COUNTIES**

Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

**WAGES**

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for barge mounted cranes and other equipment are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	
DREDGING OPERATIONS	07/01/2016
CLASS A	
Operator, Leverman,	\$ 35.63

Lead Dredgeman

CLASS A1 To conform to Operating Engineer  
Dozer,Front Loader Prevailing Wage in locality where work  
Operator is being performed including benefits.

CLASS B \$ 30.81  
Spider/Spill Barge Operator,  
Tug Operator(over1000hp),  
OperatorII, Fill Placer,  
Derrick Operator, Engineer,  
Chief Mate, Electrician,  
Chief Welder,  
Maintenance Engineer

Certified Welder, \$ 29.01  
Boat Operator(licensed)

CLASS C \$ 28.22  
Drag Barge Operator,  
Steward, Mate,  
Assistant Fill Placer,

Welder (please add)\$ 0.06

Boat Operator \$ 27.30

CLASS D \$ 22.68  
Shoreman, Deckhand,  
Rodman, Scowman, Cook,  
Messman, Porter/Janitor

Oiler(please add)\$ 0.09

**SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B 07/01/2016  
\$ 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-MarDredge

**Operating Engineer - Survey Crew**

**09/01/2016**

**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 operates the surveying instruments.
- Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2016

Party Chief	\$ 38.49
Instrument Person	35.32
Rod Person	26.03

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	\$ 23.70
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**OVERTIME PAY**

See (B, E, P, T) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2016

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 15.57
1001-2000	\$ 18.17
2001-3000	\$ 20.77

12-158-545 D.H.H.

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**Operating Engineer - Survey Crew - Consulting Engineer**

**09/01/2016**

**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, Schuylar, 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 operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2016

Party Chief	\$ 38.49
Instrument Person	35.32
Rod Person	26.03

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	\$ 23.70
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**OVERTIME PAY**

See (B, E, P, T) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2016

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENIFIT per hour worked:

0-1000	\$ 15.57
1001-2000	\$ 18.17
2001-3000	\$ 20.77

12-158-545 DCE

**Operating Engineer - Tunnel**

**09/01/2016**

**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:	07/01/2016	07/01/2017	07/01/2018
Crane 1	\$ 45.94	\$ 47.15	\$ 48.74
Crane 2	44.94	46.15	47.74
Crane 3	43.94	45.15	46.74
Master Mechanic	44.20	45.49	47.15
CLASS A	41.94	43.15	44.74
CLASS B	40.72	41.93	43.52
CLASS C	37.93	39.14	40.73
CLASS D	34.92	36.13	37.72

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:	\$ 26.20	\$ 27.20	\$ 27.90
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**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**

WAGES:(1000) hours terms at the following percentage of Journeyman's wage.

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:

\$ 26.20	\$ 26.20	\$ 27.90
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7-158-832TL.

**Painter**

**09/01/2016**

**JOB DESCRIPTION** Painter  
**ENTIRE COUNTIES**

**DISTRICT 1**

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

**WAGES**

Per hour

	07/01/2016	05/01/2017 Additional	05/01/2018 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
Structural 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 \$13.37

**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 \$13.37

1-466-Z1

**Painter - Bridge & Structural Steel**

**09/01/2016**

**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: 07/01/2016

From May 1st to Nov. 15th -

\$ 49.00  
+ 6.13\*

From Nov. 16th to April 30th -

\$ 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:	07/01/2016
From May 1st to Nov. 15th -	
Hourly Rate up to 40 hours	\$ 29.95
Hourly Rate after 40 hours	7.50
From Nov. 16th to April 30th -	
Hourly Rate up to 50 hours	29.70
Hourly Rate after 50 hours	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	07/01/2016
1st 90 days	\$ 22.05
1st year after 90 days	22.05
2nd year	33.08
3rd year	44.10

Supplemental Benefits per hour worked:	07/01/2016
1st 90 days	\$ 9.23
1st year after 90 days	11.98
2nd year	17.97
3rd year	23.96

8-DC-9/806/155-BrSS

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**Painter - Line Striping** **09/01/2016**

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**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):	07/01/2016
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: 07/01/2016  
 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**

**09/01/2016**

**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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

	07/01/2016	06/01/2017
Metal Polisher	\$ 28.88	\$ 29.73
Metal Polisher**	29.83	30.68
Metal Polisher***	32.38	33.23

\*\*Note: Applies on New Construction & complete renovation

\*\*\* Note: Applies when working on scaffolds over 34 feet.

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2016	06/01/2017
Journeyworker:		
All classification	\$ 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:

	07/01/2016
1st year	\$ 11.75
2nd year	13.00
3rd year	15.75

Supplemental benefits:

Per hour paid:

1st year	\$ 6.26
2nd year	6.37
3rd year	6.51

8-8A/28A-MP

**Plumber**

**09/01/2016**

**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:

	07/01/2016	05/01/2017 Additional	05/01/2018 Additional
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Plumber: Pipefitter, Steamfitter	\$ 39.94	\$1.65	\$1.65
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**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 24.54
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**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:

07/01/2016

Apprentices	\$ 24.54
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1-7-SF

**Roofer**

**09/01/2016**

**JOB DESCRIPTION** Roofer

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour

	07/01/2016	06/01/2017 Additional \$1.50
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Roofer/Waterproofer	\$29.05
Asphalt Cold Process	29.55
Pitch & Asbestos	31.05

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman	\$ 17.27
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**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	\$ 15.50
1st yr 2nd half	15.69
2nd yr 1st half	15.92
2nd yr 2nd half	16.12
3rd yr 1st half	16.40
3rd yr 2nd half	16.60

1-241

**Sheetmetal Worker**

**09/01/2016**

**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

	07/01/2016	06/01/2017 Additional	06/01/2018 Additional
Sheetmetal Worker	\$32.76	\$1.50	\$1.60

All work requiring HAZWOPER Training additional \$1.00 per hour

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman	\$28.60
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**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	49%
2nd term	53%
3rd term	55%
4th term	57%
5th term	62%
6th term	65%
7th term	70%
8th term	75%
9th term	80%

10th term 85%

Supplemental Benefits per hour worked

1st term	\$15.38
2nd term	16.30
3rd term	16.83
4th term	17.29
5th term	23.47
6th term	23.87
7th term	24.55
8th term	25.23
9th term	25.90
10th term	27.26

1-83

**Sprinkler Fitter**

**09/01/2016**

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Rensselaer, Saratoga, Schenectady, Warren

**WAGES**

Per hour 07/01/2016

Sprinkler \$ 32.18  
 Fitter

**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** **09/01/2016**

**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

07/01/2016

Group A	\$ 26.73
Group B	27.03

**SUPPLEMENTAL BENEFITS**

Per hour worked

07/01/2016

Journeyman	\$ 20.10
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**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** **09/01/2016**

**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 Distributor 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	07/01/2016	07/01/2017	07/01/2018
Group #1	\$27.67	\$28.42	29.17
Group #2	27.72	28.47	29.22
Group #3	27.81	28.56	29.31
Group #4	27.92	28.67	29.42
Group #5	28.07	28.82	29.57

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:

\$ 21.90	\$23.00	\$24.10
+\$1.00 per hour worked	+\$1.00 per hour worked	+\$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**

**09/01/2016**

**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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per hour 07/01/2016

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



**New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12240**

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One)

Contracting Agency     Architect or Engineering Firm     Public Work District Office    Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address  (Check if new or change)

Telephone: (    )

Fax: (    )

E-Mail:

2. NY State Units (see Item 5)

- |   |  |
|---|--|
| <input type="checkbox"/> 01 DOT                                   | <input type="checkbox"/> 07 City   |
| <input type="checkbox"/> 02 OGS                                   | <input type="checkbox"/> 08 Local School District  |
| <input type="checkbox"/> 03 Dormitory Authority                   | <input type="checkbox"/> 09 Special Local District, i.e.,<br>Fire, Sewer, Water District |
| <input type="checkbox"/> 04 State University<br>Construction Fund | <input type="checkbox"/> 10 Village  |
| <input type="checkbox"/> 05 Mental Hygiene<br>Facilities Corp.    | <input type="checkbox"/> 11 Town   |
| <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT                 | <input type="checkbox"/> 12 County   |
|   | <input type="checkbox"/> 13 Other Non-N.Y. State<br>(Describe)                           |

3. SEND REPLY TO  check if new or change)  
Name and complete address:

Telephone:(    )

Fax: (    )

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title \_\_\_\_\_

Description of Work \_\_\_\_\_

Contract Identification Number \_\_\_\_\_

Note: For NYS units, the OSC Contract No. \_\_\_\_\_

6. Location of Project:  
Location on Site \_\_\_\_\_

Route No/Street Address \_\_\_\_\_

Village or City \_\_\_\_\_

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

- 1. New Building
- 2. Addition to Existing Structure
- 3. Heavy and Highway Construction (New and Repair)
- 4. New Sewer or Waterline
- 5. Other New Construction (Explain)
- 6. Other Reconstruction, Maintenance, Repair or Alteration
- 7. Demolition
- 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- |   |  |
|---|--|
| <input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water) | <input type="checkbox"/> Guards, Watchmen                                |
| <input type="checkbox"/> Tunnel   | <input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators |
| <input type="checkbox"/> Residential  | <input type="checkbox"/> Moving furniture and equipment                  |
| <input type="checkbox"/> Landscape Maintenance                              | <input type="checkbox"/> Trash and refuse removal                        |
| <input type="checkbox"/> Elevator maintenance                               | <input type="checkbox"/> Window cleaners                                 |
| <input type="checkbox"/> Exterminators, Fumigators                          | <input type="checkbox"/> Other (Describe)                                |
| <input type="checkbox"/> Fire Safety Director, NYC Only                     |  |

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES  NO

10. Name and Title of Requester

**Signature**

**Attachment 1**  
**Bid Proposal Form**

**ATTACHMENT 1 - BID PROPOSAL – FENCE INSTALATION**

**LOT 1 MADISON SOUTH PEARL**

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

The Contractor listed above agrees to provide all materials and services in accordance with the specifications in this IFB for the price bid below:

Location	Cost
Madison South Pearl	Grand Total Bid Lot 1 \$

SIGN BID HERE

\_\_\_\_\_

Authorized Signature

PRINT NAME

\_\_\_\_\_

TITLE

\_\_\_\_\_

**ATTACHMENT 1 - BID PROPOSAL – FENCE INSTALATION**

**LOT 2 WATER STREET**

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

The Contractor listed above agrees to provide all materials and services in accordance with the specifications in this IFB for the prices bid below:

Location	Cost
Water Street	Grand Total Bid Lot 2 \$

SIGN BID HERE

\_\_\_\_\_

Authorized Signature

PRINT NAME

\_\_\_\_\_

TITLE

\_\_\_\_\_

**ATTACHMENT 1 - BID PROPOSAL – FENCE INSTALATION**  
**LOT 3 GRAND STREET**

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

The Contractor listed above agrees to provide all materials and services in accordance with the specifications in this IFB for the prices bid below:

Location	Cost
Grand Street	Grand Total Bid Lot 3 \$

SIGN BID HERE

\_\_\_\_\_

Authorized Signature

PRINT NAME

\_\_\_\_\_

TITLE

\_\_\_\_\_

**Attachment 2**  
**Bid Submission Checklist**

**Bid Submission Checklist - IFB 2005****Attachment 2**

<b>1 Original and 4 Copies</b>	
Cover Letter	
Minimum Qualifications	
Experience	
Experience / Operational Plan	

<b>Cost Proposal - 4 Originals and 1 Copy</b>	
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<b>Administrative Proposal - 4 Originals and 1 copy</b>	
Contractor information Page	
Corporate Acknowledgement (must be notarized)	
Offerer's Affirmation of Understanding of and Agreement pursuant 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 <a href="http://www.ogs.ny.gov/MWBE/Forms.asp">http://www.ogs.ny.gov/MWBE/Forms.asp</a> )	
EEO 100 Staffing Plan (can be found at <a href="http://www.ogs.ny.gov/MWBE/Forms.asp">http://www.ogs.ny.gov/MWBE/Forms.asp</a> )	
Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance	
Signed copies of all addenda released for this solicitation	

<b>Insurance - one copy of each required insurance certificate to be supplied (if awarded this IFB)</b>	
WCL - Workers Compensation (see RFP for acceptable forms)	
Disability Benefits (see RFP for acceptable forms)	
Commercial General Liability Insurance Form	
Automobile Liability Insurance Form	