



DIVISION OF FINANCIAL ADMINISTRATION

**INVITATION FOR BID (IFB) No. 1869 CHILLER MAINTENANCE AT
THE SENATOR HUGHES STATE OFFICE BUILDING, SYRACUSE – NY**

ADDENDUM No. 2

Date: July 29th, 2014

Subject: **1. Mandatory Pre-Bid Conference and Site Visit Attendees' List
2. Questions Submitted By Due Date 7/25/2014**

Title: Chiller Maintenance Services at the Senator Hughes State Office Building,
Syracuse – New York

Group: **Group 71007 – Class Code 72**

Bid Due Date: **August 12th, 2014 @ 2:00 PM EST**

Address Bid Inquiries to: Maria C. Herman, Contract Management Specialist I
NYS Office of General Services – Division of Financial
Administration
Empire State Plaza, Corning Tower, 32nd Floor
Albany, NY 12242
Phone: 518-474-5981
Email: Maria.Herman@ogs.ny.gov

To Prospective Bidders:

The New York State Office of General Services has issued this addendum to provide a list of attendees for the Mandatory Site Visit, and to inform vendors that questions were not submitted for this IFB.

1. Mandatory Pre-Bid Conference and Site Visit Attendees' List.

Please note that the following people attended the Mandatory Site Visit on 7/23/2014:

Company

- Airside Technology
- Carrier Commercial Service
- Johnson Controls, Inc.
- Postler & Jaeckle Corp.
- Trane Commercial Systems

2. Questions Submitted By Due Date 7/25/2014

OGS would like to inform that vendors did not submit any questions regarding this IFB, by the due date 7/25/2014.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

If submitting a proposal, **this Addendum No. 2 for IFB No. 1869 must contain an original signature, be dated, attached to, and made a part of your proposal.**

If you already submitted a proposal, you still need to complete and submit this addendum and any attachments. If you wish to modify an already submitted proposal, you may do so, however, any such revision must be clearly identified as a revised proposal superseding the previously submitted proposal.

Please sign below and submit Addendum No. 2 with your bid package.

Company Name

Address (include City, State, Zip)

Bidder's Name (please print)	Title
<hr/>	<hr/>
Signature	Date
<hr/>	<hr/>



DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM No. 1

**INVITATION FOR BID (IFB) # 1869 CHILLER MAINTENANCE AT THE SENATOR
HUGHES STATE OFFICE BUILDING, SYRACUSE – NEW YORK**

Date: July 8th, 2014

Subject: 1. Change to Table of Contents
2. Change to Section 1.5 – Mandatory Pre-Bid Conference and Site Visit

Title: Chiller Maintenance Services at the Senator Hughes State Office Building,
Syracuse – New York

Group: Group 71007 – Class Code 72

Bid Due Date: August 12th, 2014 @ 2:00 PM EST

Address Bid Inquiries to: Maria C. Herman, Contract Management Specialist I
NYS Office of General Services – Division of Financial
Administration
Empire State Plaza, Corning Tower, 32nd Floor
Albany, NY 12242
Phone: 518-474-5981
Email: Maria.Herman@ogs.ny.gov

To Prospective Bidders:

The New York State Office of General Services has issued this addendum to provide official clarifications for IFB # 1869.

1. Change to Table of Contents

Please change the description of “Attachment 2” on the Table of Contents of the current IFB with the following:

“ATTACHMENT 2 – Facility Site Visit Verification Form”

2. Change to Section 1.5 – Mandatory Pre-Bid Conference and Site Visit

Please replace the fifth paragraph of Section **1.5 – Mandatory Pre-Bid Conference and Site Visit** of the current IFB with the following:

“This site visit is mandatory and waivers of this requirement will not be considered. Each prospective bidder must complete a Facility Site Visit Verification Form, (copy enclosed as Attachment No. 2 of this IFB); the form must be signed by the Facility Manager or his representative, and submitted with the bid.”

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

If submitting a proposal, **this Addendum No. 1 for IFB # 1869 must contain an original signature, be dated, attached to, and made a part of your proposal.**

If you already submitted a proposal, you still need to complete and submit this addendum and any attachments. If you wish to modify an already submitted proposal, you may do so, however, any such revision must be clearly identified as a revised proposal superseding the previously submitted proposal.

Please sign below and submit Addendum No. 1 with your bid package.

Company Name

Address (include City, State, Zip)

Bidder’s Name (please print)

Title

Signature

Date



INVITATION FOR BIDS (IFB) # 1869

Solicited By

**New York State Office of General Services
For**

Chiller Maintenance

At The

Senator Hughes State Office Building,

Syracuse, NY 13202

Issue Date: July 2nd, 2014

BID DUE DATE: August 12TH, 2014 @ 2:00 PM EST

Primary Designated Contact:

Maria C. Herman
Phone: 518-474-5981
Fax: 518-486-3651
EMAIL: maria.herman@ogs.ny.gov

Alternate Designated Contact:

Beth Maus
Phone: 518-474-5981
Fax: 518-486-3651
EMAIL: beth.maus@ogs.ny.gov

Diane Robinson
Phone: 518-474-5981
EMAIL: diane.robinson@ogs.ny.gov

William Macey
Phone: 518-474-5981
EMAIL: william.macey@ogs.ny.gov

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ATTACHMENT 2 – Reference Check Form

1. Introduction

1.1 Overview

It is the intent of this Invitation For Bids (IFB) to award a contract to the most responsive and responsible low bidder, to provide inspections, preventative maintenance, and emergency service as specified herein for two (2) Centrifugal Carrier Chillers at the Senator Hughes State Office Building, 333 E. Washington Street, Syracuse NY13202.

1.2 Designated Contact

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

Maria C. Herman, Contract Management Specialist I

NYS Office of General Services, Financial Administration
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Voice: 1-518-474-5981
Email: Maria.Herman@ogs.ny.gov

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

Beth Maus, Contract Management Specialist I

NYS Office of General Services, Financial Administration
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Voice: 1-518-474-5981
Email: Beth.Maus@ogs.ny.gov

Diane Robinson, Contract Management Specialist II

NYS Office of General Services, Financial Administration
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Voice: 1-518-474-5981
Email: Diane.Robinson@ogs.ny.gov

William Macey, Contract Management Specialist III

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

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

Anuola Surgick, Compliance Specialist
 New York State Office of General Services
 Office for Minority and Women Owned Business Enterprises
 Corning Tower, 29th Floor, ESP
 Albany, New York 12242
 Voice: 1-518-473-7083
 Email: Anuola.Surgick@ogs.ny.gov

1.3 Key Events Dates

The Table below outlines the schedule for important action dates.

Event	Date	Time
OGS Issues Invitation For Bid (IFB)	07/02/2014	
Mandatory Pre-Bid Conference / Site Visit	07/23/2014	10:00 a.m. EST
Deadline for Submission of Bidders Questions	07/25/2014	
OGS Issues Response to Written Questions (estimated)	07/29/2014	
Bid Due Date / Bid Opening Date	08/12/2014	2:00 p.m. EST
Contract Start Date	09/01/2014	

1.4 Minimum Qualifications of Prospective Bidders

Responsive Bidders must meet all the following requirements:

- Bidding firms must have been actively and normally engaged in the services described herein for a minimum of three (3) years.
- The Bidder must be located within proximity of the facility to allow for a one (1) hour emergency response time.

1.5 Mandatory Pre-Bid Conference and Site Visit

All Bidders should register for the Mandatory Pre-Bid Conference/Site Visit, no later than 24 hours in advance, with the Designated Contact, Maria C. Herman via email at Maria.Herman@ogs.ny.gov.

Registration shall include the following information:

- Company name
- Address
- Phone number(s)
- Contact name
- Contact title
- Contact email address

The Mandatory Pre-Bid Conference/Site Visit is scheduled to take place at the Senator Hughes State Office Building, at the Building Manager's Office located at 333 East Washington Street, Syracuse, NY 13202. Bidders intending to submit a bid are required to attend the Mandatory Pre-Bid Conference/Site Visit, which will include a tour of the facilities, on the date and time indicated in Section 1.3 - Key Events above.

These are the only date and time available for inspection. Alternate dates for additional site inspections will not be available. It is recommended that attendees arrive at the building at least thirty minutes prior to scheduled time with photo identification (passport, driver's license, or DMV issued identification). Attendees will be required to sign in and provide basic company and contact information. This information will be used to verify attendance and to communicate any changes to the solicitation (addenda). Therefore, it is imperative that the provided information be legible and accurate.

This site visit is mandatory and waivers of this requirement will not be considered. Each prospective bidder must complete a Pre-Bid Conference/Site Visit Verification Form, (copy enclosed in Appendix B of this IFB); the form must be signed by the Facility Manager or his representative, and submitted with the bid.

Failure to attend the mandatory pre-bid conference and site visit will result in rejection of the bid.

The facilitator of the event will publicly announce the official start time of the site visit, which announcement shall be made no sooner than the time stated in Section 1.3 - Key Events above. Prospective bidders arriving after the official start time of the site visit will be precluded from attending the site visit, and therefore unable to submit a responsive bid.

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

The site visit will provide an opportunity for prospective bidders to inspect the building equipment and to see first-hand the tasks to be performed and the special needs of the facility. Questions during the site visit will be permitted. It is suggested that Bidders note the question and ask at the end of the tour. Verbal answers are not official answers. All questions asked at the conference or after the tour must be submitted via email to the designated contact for this solicitation, no later than the date and time indicated in Section 1.3 - Key Events. Official answers to all questions will be distributed in the form of an addendum via email to all attendees of the mandatory pre-bid conference and site visit. Only answers provided via addendum are considered official.

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

Introduction Section End

2. Inquiries and Bid Submission

2.1 IFB Questions and Clarifications

Questions and requests for clarification regarding this IFB #1869 shall only be directed to:

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

Questions and/or requests for clarification are only accepted via e-mail. Official answers to questions will be provided via addendum, only to those bidders who attended the mandatory site visit. Deadline for submission of questions will be as stated in Section 1.3 - 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.

1. **Cover Letter**. The cover letter must confirm that the bidder understands all the terms and conditions contained in this IFB and will comply with all the provisions of this IFB. Further, that should the contract be awarded to your company, you would be prepared to begin services on the date stated on Section 1.3 - Key Events. The cover letter must also include the full contact information of the person(s) NYS OGS shall contact regarding the bid. A bidder representative authorized to make contractual obligations must sign the cover letter. The letter should also state whether or not subcontractors will be used.
2. **Experience Submissions & Operational Plan**. Bidders must describe their capabilities to provide the services requested in this IFB by providing the following:
 - Staffing Plan and Operational Plan, including the use of any subcontractors.
 - A description of Bidder's experience with Chiller Maintenance Services.
 - Sufficient information to confirm ability to meet the minimum requirements set forth in Section 1.4 – Minimum Qualifications of Prospective Bidders including:
 - Indicate number of consecutive year's bidder has been actively in the business of providing the services described herein.
 - A copy of the company's Business Registration.

Proof that the Bidder is located within proximity of the facility to allow for a one (1) hour emergency response time.

 - Three (3) references and contact information on Attachment 2 - Reference Check Form that can verify Section 1.4 - Minimum Qualifications of Prospective Bidders' Requirements.

- Provide copies of certification for pertinent personnel that will be assigned to this contract to perform the work specified herein.
 - Copies of all Technicians EPA approved Universal Certificate of CFC.
 - Documentation of confirming at least one (1) year of recent full-time paid experience in Chiller Maintenance Services with experience in facilities similar to those at NYS.
- 3. **Pricing:** Bidder shall list all bid pricing on Attachment 1 - Bid Proposal Form for this solicitation.
- 4. All other required completed forms from Appendices B and C. Including those forms available from the provided links: EEO Staffing Plan, MWBE 100, NYS Vendor File and the Vendor Responsibility Questionnaire. The attached Facility Site Visit Form will need to be signed for verification of the site visit by an OGS representative.

Note: OGS reserves the right to request any additional information pertaining to the Contractor's ability, qualifications and procedures used to accomplish all work under this Contract, as it deems necessary to ensure safe and satisfactory work deemed necessary to ensure that the bidder is able to fulfill the requirements of the contract.

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

1. Please complete and submit **four (4) originals** of Attachment 1 - Bid Proposal Form.
2. Please complete and submit **four (4) originals** of documents found in Appendix B - Required Forms and the Facility Site Visit Verification Form.
3. The bid documents must be submitted by mail, hand delivery, overnight carrier or certified mail in a package showing the following information on the outside:
 - Bidder's complete name and address
 - Solicitation Number: IFB #1869
 - Bid Due Date and Time: Same as in Section 1.3- Key Events
 - Bid for: Chiller Maintenance Services at the Senator Hughes State Office Building, Syracuse, NY

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

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

NYS Office of General Services
Division of Financial Administration
Corning Tower, 32nd Floor
Empire State Plaza
Albany, NY 12242
Attn: Maria C. Herman
IFB #1869

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 of a contract.

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

THE RECEIVED TIME OF BIDS WILL BE DETERMINED BY THE TIME AND DATE STAMP MACHINE AT THE ABOVE NOTED LOCATION.

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

Bidders mailing their bid must allow sufficient mail delivery time to ensure receipt of their bid at the specified location no later than the specified date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the bidding entity shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Bid submissions. Bidders are cautioned that receipt of bids in the OGS Mailroom is NOT sufficient, and that at least one overnight carrier has been known to deliver its packages to the OGS Mailroom. OGS cannot be responsible for the actions of your chosen carrier.

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

Important Building Access Procedures for Delivered Bids:

Building access procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering bids.

Bidders are encouraged to pre-register by contacting the OGS Finance Office at 518-474-5981 at least 24 hours prior to the bid opening. Pre-registered visitors are to report to the visitor desk located at the Concourse level of the Corning Tower. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

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

Visitor parking information can be viewed at the following OGS web site:

<http://ogs.ny.gov/BU/BA/Parking/Visitor/>

2.6 Examination of Existing Building and Contract Documents

1. Each Bidder is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the Contract is to be executed.
2. Each Bidder shall examine specifications and all other data or instructions pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the Commissioner of the Office of General Services or a designated representative as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. Bidder, if awarded contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed itself prior to bidding.
3. Any Bidder in doubt as to the true meaning of any part of this Invitation for Bid (IFB) or the proposed contract documents shall submit to Maria C. Herman, Contract Management Specialist, NYS Office of General Services, Financial Administration, 32nd Floor, Corning Tower, Empire State Plaza, Albany, New York 12242, a written request for an interpretation thereof. If a major change is involved on which all bidders must be informed, such request for interpretation shall be delivered, in writing, via e-mail by the closing date for inquiries. Any interpretation of the proposed documents will be made only by an addendum duly issued.
4. Any addendum issued during the bidding process shall be included in bids and in closing a contract will become a part thereof.
5. Any verbal information obtained from or statements made by representatives of the Commissioner of General Services at the time of examination of the documents or mandatory site visit shall not be construed as in any way amending Contract Documents. Only such corrections or addenda as are issued in writing to all bidders shall become a part of the contract. The Commissioner of General Services will not be responsible for verbal instructions.

Inquiries and Bid Submission Section End

3. Administrative Information

3.1 Issuing Office

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

3.2 Method of Award

Award shall be made to the vendor who has the lowest, responsive and responsible bid, based on the grand total on Attachment 1, Bid Proposal Form.

Upon determination of the lowest, responsive and responsible bid, a contract will be delivered to the successful bidder for signature and shall be returned to the issuing office for all necessary State approvals. Upon final approval, a completely executed contract will be delivered to the bidder. The Grand Total Bid Amount of the successful bidder shall be used to establish the contract value. This amount shall not be exceeded.

3.3 Price

The Bid Price shall be inclusive of all costs including travel, licenses, freight, insurance, administrative, profit and other ancillary costs. Bidders must submit pricing using the Bid Proposal Form (Attachment 1) contained in this document. Bidders must provide pricing for all items on the Bid Form.

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

Pricing is represented as a monthly fee for the base services specified in the scope of work plus additional services, as indicated below.

Additional services:

- Contractor Hourly labor rate
- Material markup – percentage markup over actual cost
- Subcontractor markup – percentage markup over actual cost

Note: The hourly labor cost quotes for any additional services will be considered straight time costs for work accomplished during regular hours between 6:00 AM and 6:00 PM, Monday through Friday, excluding all State Holidays. Any work performed at times other than the above are considered to be overtime and would be allowed only when pre-approved by the Facility Manager. The overtime rates paid to the Contractor, for work not covered in the base bid would be 1.5 times the rate bid for "after hours" and Saturdays, and twice the rate bid for Sundays and Holidays. Scheduling of all inspections and testing shall be approved by the Facility Manager and shall not be considered overtime rates as they are a part of the base bid, including after hours if required. Also see Section 4.9 – Additional Services.

3.4 Term of Contract

This contract will commence on September 1, 2014 and will be in effect for (5) years through July 31, 2019.

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 5.14 – Termination.

3.5 Price Adjustment (Escalation / De-escalation)

The Contractor is to submit a bid that will be fixed for one (1) year only. On each anniversary date of the contract, the Contractor will be granted an increase or decrease in their bid for items A & B only, dependent upon fluctuations in the Consumer Price Index for All Urban Consumers (CPI-U) Northeast Region, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at www.bls.gov/ro2/home.htm.

The 'base' month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month CPI for each applicable year and will become effective in the anniversary month. For example, if the contract is awarded in September 2006, the 'base' month will be June. If the contract allows for an adjustment after the first year, it would be based on the difference between the June 2006 CPI and the June 2007 CPI and become effective in September 2007. If the contract price is fixed for three years and allows an escalation thereafter, it would be based on the difference between the June 2008 CPI and the June 2009 CPI and become effective September 2009.

The Consumer Price Index is published around the middle of each month for the prior month (i.e. the January figure is not published until mid-February). The Contractor has the sole responsibility to request, in writing, a rate adjustment. This request must be received at the below address within three months of the base month. As long as the request is submitted and received within the required time frame, the adjustment will be processed using the base month Consumer Price Index. Once approved, the Contractor will be notified in writing. Requests must be sent to:

NYS Office of General Services
Financial Administration, Contract Unit,
Corning Tower, 32nd Floor, Empire State Plaza,
Albany, New York 12242.

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

3.6 Method of Payment

For the purposes of this contract an invoice must be used. Invoices for payment shall be submitted at the end of each month for services satisfactorily completed during that month on a company invoice. Invoices must contain the Contract ID number (i.e.: OGS01-C000XXX-1140000) and, either in its body or as an attachment, will itemize work completed during that month. Such itemization must include at a minimum: Date(s) of service, and itemized pricing in accordance with the bid form.

Additional Services Payments

Additional services shall only be performed when pre-approved in writing by the Executive Director of OGS Real Property Management & Facilities or his/her designated representative. A letter authorizing such services must be provided to the vendor by OGS. When the work is successfully completed and approved by the Facility Manager, the contractor shall submit an invoice for payment, attaching the work authorization letter and any supporting documentation, as required.

Invoices shall be submitted to the OGS Business Services 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 above. Payment will not be issued and will not be due and owing until a corrected invoice is received and approved by OGS.

All invoices must be submitted for payment to either:

NYS Office of General Services
Business Services Center (BSC)
Accounts Payable Unit
Empire State Plaza Station, P. O. Box 2117
Albany, New York 12220-0117

or accountspayable@ogs.ny.gov

Also, a copy of the invoice must be forwarded to the Facility Manager at 333 E. Washington Street, Syracuse, NY 13202.

3.7 Electronic Payment

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

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

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

3.8 Past Practice

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

3.9 Bid Exceptions

The Issuing Office will consider all requests to waive any bid requirement. However, bidders should be aware that failure to obtain a waiver of any bid requirement in advance of bid submission could result in rejection of Bidder's bid and disqualification from the bidding process. Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the "Deadline for Submission of Bidders Questions" as identified in Key Events Section 1.3. The request must cite the specific section and requirement in the question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either via addendum (if the response results in a change to the IFB), or directly to the requesting vendor.

3.10 Dispute Resolution

It is the policy of the Office of General Services' Financial Administration to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to bid solicitations or contract awards. OGS Financial Administration encourages vendors to seek resolution of disputes through consultation with OGS Financial Administration staff. (Note: prior to the contract award, all disputes must be sent to the designated contact.) All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Financial Administration Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified on the front of the bid document.

3.11 Inspection of Books

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

3.12 Glossary of Terms

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

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

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

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

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

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

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.

Administrative Information Section End

4. Statement of Work

4.1 Scope - General

It is the intent of this solicitation to seek a Contractor to provide inspections, preventative maintenance, repair and emergency services for two (2) Centrifugal Carrier Chillers at the Senator Hughes State Office Building, 333 East Washington Street Syracuse, NY13202, as specified herein.

All maintenance services should be performed in accordance with the manufacturer's recommendations and operating procedures manual; and ASHRAE Standards (most current edition).

The Contractor shall be responsible for providing specialized labor (technician trained to provide service to the Carrier Centrifugal Chiller), all equipment, materials and tools required to perform the preventative maintenance and repair services. The contractor shall demonstrate they are able to provide services 24 hour per day, seven days per week, and 365 days per year. The Contractor's technician scheduled for attending emergency services shall be located in proximity to the OGS Facility, so that the contractor can respond to an emergency call within the timeframe pre-established on Section 1.4 – Minimum Qualifications of Prospective Bidders.

4.2 Equipment to be Serviced

Two (2) Carrier Chillers (Centrifugal)

- Capacity: 400 tons each
- 970 lbs. charged, HFC-134A Standard Refrigerant
- Model #19XR4546353CMS605

4.3 Service Requirements

The Contractor must maintain the equipment in good working order, assuring that all scheduled maintenance has been provided, and submit a monthly written report to the Facility Manager.

Regular scheduled work shall be performed between the hours of 6:00 AM and 6:00 PM, Monday through Friday, excluding all State Holidays.

The Contractor will be responsible for performing monthly preventative and corrective maintenance, from April 1st to October 31st.

In addition to the seasonal monthly maintenance, the contractor shall perform the annually inspection which shall be:

- One (1) Spring start-up inspection to be completed by April 1st
- One (1) Fall maintenance inspection/shut down

All maintenance services described above should be performed in accordance with the manufacturer's recommendations and procedures manual, and ASHRAE Standards (most current edition). All scheduled maintenance or repair services involving shutting down the chiller(s) shall be submitted to the Facility Manager for approval, prior to the execution of the job.

4.3.1 Minimum Preventative Maintenance Requirements

It is the responsibility of the Contractor to provide the necessary: weekly, monthly, quarterly, semi-annually, and annually maintenance requirements for the system, in compliance with the manufacturer's recommendations, and most recent ASHRAE Standards.

The following minimum preventative maintenance should be performed, but not limited to, in the centrifugal chillers:

- **Compressor**
 - Oil Filter: The oil filter should be replaced semi-annually or anytime the oil pressure drops 30% from the manufacturer recommendation. Examine the filter removed for possible aluminum particles in order to verify any possibility of bearing wear.
 - Oil Changing: Carrier the manufacturer of the equipment recommends oil changes every 5 years based on passing an annual oil analysis to be performed by the contractor.
- **Compressor Motor**
 - Frequently check motor mounting screws to insure tightness.
 - Annually Meg the motor windings to check for deterioration of windings.
- **Pressure Testing**
 - Annually the chiller should be pressured tested in order to find possible leaks.
- **Cooler and Condenser**

The cooler and condenser tubes should be cleaned in order to avoid: scale formation, corrosion or rusting, slime and algae formation.

 - The cooler tubes only require cleaning if the temperature difference between the refrigerant and the chilled water increases slowly over the operating season.
 - The condenser tubes should be cleaned annually, or anytime the temperature between the water off the condenser and the condenser liquid temperature, is more than 4 degrees greater than the difference recorded on the unit in compliance with manufacturer's recommendation.
- **Oil Return System**
 - Semi- annually or anytime the oil return system fails to operate change the dehydrator in the oil system.
 - Check the nozzle of the educator (venture pump) for any foreign particles that may be obstructing the jet.
- **Electrical Controls**
 - Frequently all electrical controls should be inspected for obvious malfunctions. The factory settings of controls must not be changed.
 - Replace the battery part of the RTC-Real Time Clock when it is close to the end of the expected lifetime.

- **Annual Antifreeze Oil and Refrigerant Analysis**

- The refrigerant and the antifreeze oil must be analyzed annually.
- The Contractor should issue a report stating the conditions of the oil and refrigerant.
- The report should contain all the results and recommendations for any abnormalities found during the analysis.

- **Debris, Used Oil and Refrigerant Disposal**

The Contractor is responsible to remove from the site, at no additional cost to the State, contaminated refrigerant, oil, and/or lubricants. This also includes, but is not limited to debris generated by servicing and/or replacement of defective parts and equipment. Contractor is responsible to adhere to the Federal Clean Air Act legislation for CFC and HCFC refrigerant guidelines and procedures.

4.3.2 Inspections

- **Eddy Current Test**

- 1) The Contractor shall also perform an Eddy Current Test sixty (60) days prior to end of contract or as cooling season allows. The primary objectives of the Eddy Current Test for the condenser and cooler tubes in the chillers are:
 - a. To monitor the existence of damaging mechanism like corrosion, erosion, stress cracking, vibration wear, fatigue, or chemical attacks inside and outside of the tubes;
 - b. To detect existence of inside diameter pitting, tube support wear, stress, corrosion cracks, fatigue cracking, or freeze bulging and cracking;
 - c. To analyze the findings of the test and determine necessary corrective measures to be taken to prevent possible tube failures, which could disable the chiller
- 2) The Eddy Current instrument, the oscilloscope and the recorder shall have been calibrated within 12 months prior to the inspection. Contractor shall have an established calibration procedure and make calibration records available, if requested by OGS.

- **Inspection Personnel Qualification and Certification**

All inspection personnel shall be qualified and certified in accordance with the requirements of the American Society for Non-Destructive Testing, SNT-TC-1A. All personnel taking and evaluating data shall be certified to Level II or higher or shall be under the onsite supervision of a Level III certified person. Final data analysis and onsite supervision of all work shall be performed by a person certified to SNT-TC-1A Level III or registered professional engineer.

- **Analysis of Results and Reporting:**

- 1) The data for each tube shall be evaluated and recorded on suitable data sheets, as the tubes are inspected, to assure timely corrective action. An approximate percent and

thousandths of an inch wall loss shall be determined for each tube inspected and entered in the data sheets, together with the type of damage (i.e.: pitting, wear, external corrosion, etc.) recorded, and the location of the damage along the tube length. This information is considered vital in defining cause and corrective actions.

- 2) Tubes considered potential leakers shall be marked on the unit at the time of inspection to facilitate corrective action.
- 3) At the time of this analysis and data accumulation the State of New York may have the Contractor effect any repairs or replacement of defective tubes.
- 4) A final report shall be submitted, in duplicate, within 15 days of the completion of the inspection. The report shall include, as a minimum:
 - a. An introductory statement, identifying the serial number of the unit inspected, date of inspection, location and any other pertinent background data;
 - b. A numerical, tabulated summary of the inspection results and a written summary descriptive of the results;
 - c. A plot of the results, on a tube sheet layout drawing or sketch;
 - d. Typical Eddy Current records (strip-charts), illustrating the type and distribution of damage encountered;
 - e. Detailed descriptions of the tube numbering system, sufficient that any future damage can be easily related to prior inspection results;
 - f. Detailed inspection equipment calibration information such that the results of re-inspections can be correlated with previous inspections. This will include specifying equipment used, calibration tube details, instrument setting, and sensitivities utilized;
 - g. Data sheets for all tubes inspected. Original copies of the strip-chart records for all tubes shall be forwarded with the report, but need not be bound with the reports;
 - h. Recommendations for corrective measures to prevent tube failures;
 - i. A list of those tubes, which may have been replaced;
 - j. The reports shall be approved by the Level III person or professional engineer who supervised the onsite.

4.4 Emergency Services

The Contractor shall provide emergency service on an “as required basis.” Emergency Service shall be considered calls in addition to the scheduled maintenance.

All labor, travel costs, parts and supplies will be the responsibility of the Contractor and will be reimbursed at the current Time & Materials rates bid for approved service.

Emergency service shall be provided, as required on a twenty-four (24) hour, seven (7) day a week basis. To ensure the State that the Contractor will respond promptly, the Contractor agrees to provide an emergency telephone service on a twenty-four (24) hour, seven (7) day a week basis. From the time of the call by OGS, the Contractor has a maximum of one (1) hour to respond to this call.

4.5 Drawings and Wiring Diagram

Contractors are advised that the Office of General Services may have in its possession some wiring diagrams or drawings of the systems outlined herein. During the course of this contract, the Contractor is required to make the set of wiring diagrams and drawings for all systems covered by this contract complete and shall update the drawings as any systems are added to the contract. Drawings and diagrams are to be in compliance with accepted drafting standards. Such drawings and wiring diagrams shall be made within one (1) month after any addition to the system is completed; two (2) complete sets shall be turned over to the State, one copy for the Facility Manager and one copy for the OGS Real Property Management and Facilities, Division of Program Support and Administration. All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of system. At the expiration of the contract, the Contractor shall again furnish to the State two (2) sets of all drawings representing the then current “as modified” conditions of all of the equipment which is covered by the contract.

4.6 Staffing Expectations

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

- Any Contractor staff shall conduct themselves in a professional manner with OGS staff and with the general public.
- Any staff assigned shall report to work in appropriate dress and appearance.
- All contractor staff shall comply with all rules and requirements of this solicitation, including the non-use of illegal drugs and alcohol prior to or during any period of work to which they are assigned (Refer to Section 5.8 – General Requirements).
- Any failure to comply with any of the requirements of this solicitation shall result in the removal from the premises.
- All technicians shall have at least three (3) years of pertinent experience

4.7 Security Procedures

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

4.8 Administrative and Reporting Requirements

The Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of same shall be included in the hourly rate bid.

It is expected that the Contractor shall maintain accurate records and accounts of the services rendered regarding any event and also shall be responsible for all payroll functions in connection with this bid.

During the term of any contract resulting from this IFB, the Contractor shall maintain a designated officer or employee as its representative for contact with the State and for all communication and transactions relating to any contract resulting from this IFB.

The Commissioner's designated representative for all purposes of this contract shall be the Facility Manager at the Senator Hughes State Office Building.

Upon award of the contract and prior to the start of any work, the Contractor, shall be available for an initial job meeting with the OGS Facility Manager of the Senator Hughes State Office building.

4.9 Additional Services

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

The contractor shall prepare a quote for the facility manager. For Additional Service work performed by Contractor's on-site staff, the quote must detail the scope of services, whether any subcontractors will be used, proposed timeline for completion, number of hours times hourly rate bid, materials times % markup bid, and any other information or options that the state should consider. If subcontractors are to be used, the process detailed in the Subcontractors clause herein must be followed.

The facility manager will request approval from the Director of OGS Real Property Management & Facilities or his/her designee. Upon approval, a letter authorizing the work will be issued. A copy of the authorization letter must accompany the invoice for any Additional Services.

OGS shall reserve the right to procure additional services from the Contractor, or another qualified service provider at their sole discretion.

Any single additional service shall not exceed \$50,000. In the event that an additional service will need to exceed this amount, the service will be procured by OGS separate from this contract.

4.10 Prevailing Wage Rate Advisory Notice

Contractors are reminded that the payment of prevailing wages and supplements is a requirement of ALL contracts for public works. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

NOTE: ALL PUBLIC WORKS CONTRACTS, REGARDLESS OF DOLLAR VALUE, REQUIRE THE PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS.

A copy of the prevailing rate schedule is included in Appendix D – New York State Prevailing Rate Schedule. 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 to 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.

Prevailing Rate Case Number **PRC# 2014002847** has been assigned to this project

To view the PDF file of your wage schedule, click on

<http://wpp.labor.state.ny.us/wpp/viewOriginalWageSchedule.do?projectId=1013339>

Statement of Work Section End

5. Contract Clauses and Requirements

5.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein.

The contract 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
2. Contract Service Agreement (sample attached as Appendix D of this IFB)
3. OGS IFB_#-1869 (this document) with any addendum(A)
4. Selected Contractor's Bid

5.2 Procurement Lobbying Requirement

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

5.3 Contractor Insurance Requirements

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

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

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

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

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

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

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

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

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

- a) **Commercial General Liability Insurance** with a limit of not less than **\$5,000,000** each occurrence. Such liability shall be written on the ISO occurrence form **CG 00 01**, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 1. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.
- b) **Comprehensive Business Automobile Liability Insurance** with a limit of not less than **\$2,000,000** each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- c) If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance, the Contractor shall maintain in full force and effect throughout the term hereof, pollution legal liability insurance with limits of not less than \$5,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against OGS arising from Contractors work.
 1. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.

2. If the Contract includes disposal of materials from the job site, the Contractor must furnish to OGS, evidence of pollution legal liability insurance in the amount of \$2,000,000 maintained by the disposal site operator for losses arising from the disposal site accepting waste under this Contract.
 - i) If autos are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.
- d) If providing professional services, the Contractor shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, errors and omissions liability insurance with a limit of not less than \$5,000,000 per loss.
 1. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and, if the project involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, it may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring, or laboratory analyses.
 2. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.
- e) **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.
- f) **Workers' Compensation / Disability Insurance:** Prior to any contract resulting from this RFP becoming effective, Contractor must submit proof that they have the workers' compensation and disability benefits coverage required by the New York State Workers' Compensation Law, or proof that they are legally exempt from obtaining such coverage. Proof of compliance must be demonstrated in accordance with the requirements set forth by the New York State Workers' Compensation Board (An instruction manual clarifying the Workers' Compensation Law requirements is available to download at the Workers' Compensation Board's website, on the following link:

<http://www.wcb.ny.gov/content/main/Employers/EmployerHandbook.pdf>

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

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

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

5.4 Tax and Finance Clause

TAX LAW § 5-A:

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

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

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

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

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

5.5 MWBE & EEO Requirements

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

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 report 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 establishes 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.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 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, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to this contract; or (ii) employment outside New York State.

Bidder further agrees to submit with the bid a staffing plan (Form EEO 100) identifying the anticipated work force to be utilized on the Contract and if awarded a contract, will, upon request, submit to the Authorized User, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known.

Further, pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), 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.

5.6 Business Participation Opportunities for NYS Certified Minority- and Women-Owned Business Enterprises (MWBE)

For purposes of this procurement, OGS hereby establishes a goal of 5% for Minority-owned Business Enterprises (MBE) participation and 5% for Women-owned Business Enterprises (WBE) participation (collectively referred to as MWBE) for a total contract MWBE goal of 10%. The total contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under this contract.

A Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this contract and Contractor agrees that OGS may

withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/MWBE.html>

For guidance on how OGS will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Bidder/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 finding constitutes a breach of Contract and OGS may withhold payment from the Contractor as liquidated damages. 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.

5.7 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/proposal 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/PROPOSAL 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/PROPOSAL 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.

5.8 General Requirements

- The Bidder agrees to adhere to all State and Federal laws and regulations in connection with the contract.
- The Bidder agrees to notify the OGS of any changes in the legal status or principal ownership of the firm, forty five (45) days in advance of said change.
- The Bidder agrees that in any contract resulting from this IFB it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- The Bidder agrees that any contract resulting from this IFB may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of General Services.
- For reasons of safety and public policy, in any contract resulting from this IFB, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- For purposes of any contract resulting from this IFB, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.

- The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
- The Commissioner of General Services will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of General Services.
- INSPECTION – For purposes of any contract resulting from this IFB, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Commissioner of the Office of General Services may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
- STOP WORK ORDER - The Commissioner of General Services reserves the right to stop the work covered by this IFB and any contract(s) resulting there from at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the existing Contractor shall be liable to the State of New York for any such costs on account thereof. In the event that the Office of General Services issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.
- It is the Contractor's responsibility to maintain all equipment and materials provided for the work consistent with applicable public safety and health codes.
- The Office of General Services reserves the right to reject any employee hired by the Contractor.

5.9 Contract Terms

All provisions and requirements of, Appendix A, Standard Clauses for New York State Contracts (dated January 2014), 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.

5.10 Subcontractors

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. When bidding, any known / planned use of subcontractors must be disclosed in detail with bid submission. If subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the subcontractor

and no additional markups will be allowed. If subcontractors are to be used for Additional Services, they will be subject to the Additional Services clause, and associated markup provision herein. The total of all Subcontractor work during the term of the Contract, exclusive of M/WBE subcontracted work as established in the approved utilization plan, shall not exceed 10% of the total contract value,

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

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

The Contractor shall be responsible for informing the subcontractors of 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 the Assistant to the Director of OGS Real Property Management & Facilities or their designee, at the Real Property Management Office, Governor Nelson A. Rockefeller Empire State Plaza, 39th Floor, Albany, New York 12242, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the Assistant to the Director may require concerning the proposed subcontractor's ability and qualifications.

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

1. The Contractor shall procure goods and services using commercially reasonable and prudent practices to obtain the most favorable price and terms. The Contractor will make his/her best efforts and shall document same to obtain written proposals or bids from at least three (3) responsible service providers before selecting the best price and terms. Prior OGS approval is required for all Additional Services. The following conditions apply to competitive bidding for subcontracted additional services:
 - i. Each bid will be solicited in a form and manner conducive to uniformity in all bids. The Contractor will maintain documentation of the solicitation and results.
 - ii. If the Contractor desires to accept other than the lowest bidder, or where competitive bids are not possible, adequate justification must be provided to the State for required prior approval.

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

5.11 Procurement Rights

The State of New York reserves the right to:

1. Reject any and all proposals received in response to this Solicitation.
2. Disqualify a Proposer from receiving the award if the Proposer, or anyone in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

3. Correct Proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Proposer.
4. Adjust any Proposer's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Proposer will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the proposals received.
6. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
7. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.
8. Waive any non-material requirement not met by all Proposers.
9. Not make an award from this Solicitation.
10. Make an award under this Solicitation in whole or in part.
11. Make multiple contract awards pursuant to the Solicitation.
12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
13. Seek clarifications of proposals.
14. If two or more offers are found to be substantially equivalent, the Commissioner of OGS, at his sole discretion, will determine award.

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

5.12 Extent of Services

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

5.13 Right To Know

In accordance with the New York State Toxic Substance Act (Right-to-Know Law) and the United States Occupational Safety and Health Administration's Hazard Communication Standard, the Office of General Services has established and implemented a Right-to-Know/Hazard Communication Program. It is the policy of OGS to provide information and training to advise employees of potentially hazardous substances known to be in the work place. Part of this information is a collection of Material Safety Data Sheets for all chemicals used at State Office Buildings by contract vendors. Before any chemical product is used on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Facility Manager before the chemical is applied.

5.14 Debriefings

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

<http://www1.osc.state.ny.us/transparency/contracts/contractsearch.cfm>

5.15 Termination

Termination

The Office of General Services may, upon thirty (30) days' notice, terminate the contract resulting from this IFB in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement. In addition, OGS may also terminate any contract resulting from this IFB upon ten (10) days written notice if the Contractor makes any arrangement or 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 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.

5.16 NYS Standard Vendor Responsibility Questionnaire

NYS VENDOR RESPONSIBILITY

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

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

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

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

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

- The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- The Commissioner of OGS or his 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 his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or his or her designee to be non-responsible. In such event, the Commissioner of OGS or his 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 Ethics Compliance

All proposers/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Contract, 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.

5.18 Extension of Use

Any contract resulting from the solicitation may be extended to additional State Agencies upon mutual agreement between the requesting agency, OGS, and the contractor, and subject to

applicable approvals. OGS reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

5.19 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.

5.20 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.

5.21 Encouraging Use Of New York State Businesses In Contract Performance

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

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

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

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to

provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Clauses and Requirements Section End

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

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

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

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

APPENDIX B:

**REQUIRED PROCUREMENT FORMS
NEW YORK STATE OFFICE OF GENERAL SERVICES**

FOR

IFB # 1869

**CHILLER MAINTENANCE SERVICE AT
SENATOR HUGHES SOB, SYRACUSE, NY**

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CONTRACTOR INFORMATION

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).

(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 Circle One: Yes No

New York State Certified Minority Owned Business Circle One: Yes No

New York State Certified Woman 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

BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Pursuant to Procurement Lobbying Law (SFL §139-j)

A. 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?
If yes, please answer the following question:

_____ YES _____ NO

B. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

_____ YES _____ NO

C. If yes, was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?
If yes, please provide details regarding the finding of non-responsibility:

_____ YES _____ NO

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:
(add additional pages if necessary)

D. Has any 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?
If yes, please provide details:

_____ YES _____ NO

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:
(add additional pages if necessary)

OFFERER’S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO NEW YORK STATE FINANCE LAW §139-J (3) AND §139-J (6) (B)

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

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

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

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Background:

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

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

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

Instructions:

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

OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

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

Address:

Name and Title of Person Submitting this Form:

Contract Procurement Number: _____

Date: _____

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

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

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

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

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

No Yes

6. If yes, please provide details below

Governmental Entity: _____

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By: _____ Date: _____

Signature

OFFERER'S CERTIFICATION OF COMPLIANCE WITH STATE FINANCE LAW §139-K(5)

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

Offerer Certification

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

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Procurement Lobbying Termination

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

NYS DEPARTMENT OF TAXATION AND FINANCE FORMS

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



New York State Department of Taxation and Finance

Contractor Certification

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

ST-220-TD

(12/11)

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

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

General information

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

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

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

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

Mail completed form to:

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

Privacy notification

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

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

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

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

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

Need help?



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

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



Telephone assistance

Sales Tax Information Center: (518) 485-2889

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

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



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

Page 2 of 4 ST-220-TD (12/11)

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

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

Section 1 — Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }

: SS.:

COUNTY OF _____ }

On the ____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _____ he resides at _____.

Town of _____.

County of _____.

State of _____; and further that:

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

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

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

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

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

Notary Public

Registration No. _____



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

ST-220-CA

(12/11)

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

Contractor name			For covered agency use only Contract number or description	
Contractor's principal place of business		City	State	ZIP code
Contractor's mailing address (if different than above)				
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).

NEW YORK STATE REQUIRED CERTIFICATIONS

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable:

1. Have business operations in Northern Ireland,

Yes No

If yes:

2. Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes No

(Contractor's Signature)

(Name of Business)

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief: 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Contractor's Signature)

(Name of Business)

Bidder is required to sign both sections on this page

IMPORTANT LINKS TO FORMS THAT MUST BE SUBMITTED WITH BIDS

1. Link to EEO 100 Staffing Plan **and** MWBE 100: <http://www.ogs.ny.gov/MWBE/Forms.asp>
2. Link to the online Vendor Responsibility Questionnaire:
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>

If your company is not currently registered with the New York State Vendor File administered by the Office of the State Comptroller (OSC), please visit: http://www.osc.state.ny.us/vendor_management/ for instructions on how to register.

OGS recommends completing the questionnaire online using the New York State VendRep System. In this case, your company must be assigned a Vendor ID to enroll in the VendRep System. To request assignment of a Vendor ID to access the VendRep System **in advance of submitting your bid**, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at: ciohelpdesk@osc.state.ny.us

APPENDIX C:

**NEW YORK STATE DEPARTMENT OF LABOR
PREVAILING WAGES
PRC # 2014002847**

FOR

IFB # 1869

**CHILLER MAINTENANCE SERVICE AT
SENATOR HUGHES SOB, SYRACUSE, NY**



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

NYS Office of General Services
Maria C. Herman, Contract Management Specialist
ESP Corning Tower, 32nd Floor
Albany NY 12242

Schedule Year 2013 through 2014
Date Requested 04/02/2014
PRC# 2014002847

Location Syracuse, NY
Project ID# 1869
Project Type Contractor will provide inspections, preventative maintenance, and emergency service for two (2) Centrifugal Carrier Chillers at the Senator Hughes State Office Building in Syracuse, 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 2013 through June 2014. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "[4 Day / 10 Hour Work Schedule](#)" form (PW 30R).

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

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

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, 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.



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

NYS Office of General Services
Maria C. Herman, Contract Management Specialist
ESP Corning Tower, 32nd Floor
Albany NY 12242

Schedule Year 2013 through 2014
Date Requested 04/02/2014
PRC# 2014002847

Location Syracuse, NY
Project ID# 1869
Project Type Contractor will provide inspections, preventative maintenance, and emergency service for two (2) Centrifugal Carrier Chillers at the Senator Hughes State Office Building in Syracuse, NY.

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

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

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

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Construction Industry Fair Play Act

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

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

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

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

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

WORKER NOTIFICATION

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

Effective February 24, 2008

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

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



New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of the Labor Laws of 2007:

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

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

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

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

Contractor Name: _____

Project Location: _____

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

Effective July 18, 2008

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

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

Where to find OSHA 10-hour Construction Course

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

www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

www.rit.edu/~outreach/course.php3?CourseID=54

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

<https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: mailto:japs@buffalo.edu

(716) 829-2125

http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingletin@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_osh.cfm

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

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

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

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS Reform 2008

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

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

IMPORTANT INFORMATION

Regarding Use of Form PW30R

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

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

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

AND

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER...

The ‘4 Day / 10 Hour Work Schedule’ applies **ONLY** to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

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

Instructions for Completing Form PW30R

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

Before completing Form PW30R check to be sure ...

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

Instructions (Type or Print legibly):

Contractor Information:

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

Project Information:

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

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

Requestor Information:

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

Return Completed Form:

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



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

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

Before completing Form PW30R check to be sure ...
 There is a *Dispensation of Hours* in place on the project.
 The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
 The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

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

Contractor Information

Company Name: _____ FEIN: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone Number _____ Fax Number: _____ Email Address: _____
 Contact Person: _____
 Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____
 Exact Location of Project: _____ County: _____
 (If you are Subcontractor)
 Prime Contractor Name: _____
 Job Classification(s) to Work 4/10 Schedule: (Choose all that apply on Job Classification Checklist - Pages 2 & 3)
 *** Do not write in any additional Classifications or Counties***

Requestor Information

Name: _____
 Title: _____ Date : _____

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Carpenter-Building	276B-All	Allegany, Cattaraugus, Chautauqua		<input type="checkbox"/>
Carpenter-Building	276B-Cat	Cattaraugus, Erie		<input type="checkbox"/>
Carpenter - Building	276-B-DW-LIV	Livingston, Monroe, Ontario, Wayne	Wyoming	<input type="checkbox"/>
Carpenter-Building	276B-Gen	Genesee, Niagara, Orleans, Wyoming		<input type="checkbox"/>
Carpenter-Floor Layers	276B-FL-Liv	Livingston, Monroe, Ontario, Wayne	Wyoming	<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-All	Allegany, Cattaraugus, Chautauqua		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-All	Erie		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-All	Genesee, Niagara, Orleans, Wyoming		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-Liv	Livingston, Monroe, Ontario, Wayne		<input type="checkbox"/>
Carpenter-Residential	276R-All	Allegany, Cattaraugus, Chautauqua		<input type="checkbox"/>
Carpenter - Building	277B-CAY	Cayuga, Seneca, Yates		<input type="checkbox"/>
Carpenter - Building	277B-CS	Allegany, Chemung, Cortland, Schuyler, Tompkins		<input type="checkbox"/>
Carpenter - Building	277 JLS	Jefferson, Lewis, St. Lawrence		<input type="checkbox"/>
Carpenter - Building	277 omh	Herkimer, Madison, Oneida		<input type="checkbox"/>
Carpenter - Building	277 On	Onondaga		<input type="checkbox"/>
Carpenter - Building	277 Os	Oswego		<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	277CDO	Chenango, Delaware, Otsego		<input type="checkbox"/>
Carpenter - Heavy/Highway	277HH-BRO	Broome,Cortland, Schuyler, Tioga, Tompkins		<input type="checkbox"/>
Carpenter - Heavy/Highway	277-HH-CAY	Cayuga, Seneca, Yates		<input type="checkbox"/>
Carpenter - Heavy/Highway	277 oneida	Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence		<input type="checkbox"/>
Carpenter - Building	291B-Alb	Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie		<input type="checkbox"/>
Carpenter - Building	291B-Cli	Clinton, Essex, Franklin		<input type="checkbox"/>
Carpenter - Building	291B-Ham	Hamilton, Warren, Washington		<input type="checkbox"/>
Carpenter - Building	291B-Sar	Saratoga		<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***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Carpenter - Heavy&Highway	291HH-Sar	Saratoga		<input type="checkbox"/>
Carpenter - Heavy&Highway	291HH-Alb	Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie		<input type="checkbox"/>
Carpenter - Heavy&Highway	291HH-Alb	Clinton, Essex, Franklin, Hamilton, Warren, Washington		<input type="checkbox"/>
Carpenter - Building	276B-All	Chautauqua	Allegany, Cattaraugus	<input type="checkbox"/>
Carpenter - Heavy&Highway	276HH-All	Allegany, Chautauqua	Cattaraugus	<input type="checkbox"/>
Carpenter - Heavy&Highway	276HH-All	Erie	Cattaraugus	<input type="checkbox"/>
Electrician	25m	Nassau, Suffolk		<input type="checkbox"/>
Electrician-Teledata Cable Splicer	43	Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego,	Cayuga, Chenango, Onondaga, Otsego, Tompkins, Wayne	<input type="checkbox"/>
Electrician	86	Livingston, Monroe	Genesee, Ontario, Orleans, Wayne, Wyoming	<input type="checkbox"/>
Electrician	840Teledata and 840 Z1	Cayuga	Onondaga, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Electrician	910	Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence		<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	Nassau, Queens, Suffolk		<input type="checkbox"/>
Electrician Lineman	1249a	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		<input type="checkbox"/>
Electrical Lineman	1249a West	Westchester		<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***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrical Lineman	1249LT	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		<input type="checkbox"/>
Electrical Lineman	1249REG8LT	Columbia, Dutchess, Orange, Putnam, Rockland, Ulster		<input type="checkbox"/>
Electrical Lineman	1249aWestLT	Westchester		<input type="checkbox"/>
Elevator Constructor	138	Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster	Delaware, Rockland, Westchester	<input type="checkbox"/>
Elevator Constructor	14	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming		<input type="checkbox"/>
Elevator Constructor	27	Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates		<input type="checkbox"/>
Elevator Constructor	35	Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington		<input type="checkbox"/>
Elevator Constructor	62.1	Broome, Cayuga, Chenango, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins	Delaware, Franklin	<input type="checkbox"/>
Glazier	660r	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming		<input type="checkbox"/>
Glazier	660	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming		<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***

Job Classification	Tag #	Applicable Counties	Partial Counties	Check Box
Glazier	677.1	Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates		<input type="checkbox"/>
Glazier	677Z-2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego		<input type="checkbox"/>
Glazier	677z3	Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins		<input type="checkbox"/>
Glazier	677r.2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego		<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins		<input type="checkbox"/>
Laborer - Building	621b	Allegany, Cattaraugus, Chautauqua	Cattaraugus	<input type="checkbox"/>
Laborer - Residential	621r	Allegany, Cattaraugus, Chautauqua	Cattaraugus	<input type="checkbox"/>
Mason-Building	3B-Z1	Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates		<input type="checkbox"/>
Mason-Building	3B-Bing-Z2	Broome, Chenango, Delaware, Otsego, Tioga		<input type="checkbox"/>
Mason-Building	3B-Jam-Z2	Allegany, Cattaraugus, Chautauqua		<input type="checkbox"/>
Mason-Building	3-Co-Z2	Allegany, Chemung, Schuyler, Steuben		<input type="checkbox"/>
Mason-Building	3B-lth-Z2	Cortland, Tompkins		<input type="checkbox"/>
Mason-Building	3B-Z3	Cattaraugus, Erie, Niagara, Orleans		<input type="checkbox"/>
Mason-Building-Residential	3B-Z1R	Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates		<input type="checkbox"/>
Mason-Building-Residential	3B-Jam-Z2R	Allegany, Broome, Cattaraugus, Chemung, Chautauqua, Chenango, Cortland, Otsego, Delaware, Schuyler, Steuben, Tioga, Tompkins		<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***

Job Classification	Tag #	Applicable Counties	Partial Counties	Check Box
Mason-Building-Residential	3B-Z3R	Cattaraugus, Erie, Niagara, Orleans		<input type="checkbox"/>
Mason-Heavy Highway	3h	Allegeny, Broome, Cattaraugus, Chemung, Chautauqua, Chenango, Cortland, Erie, Delaware, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkin, Wayne, Wyoming, Yates		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z1	Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z2	Allegeny, Broome, Cattaraugus, Chemung, Chautauqua, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z3	Cattaraugus, Erie, Niagara, Orleans		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z1R	Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z2R	Allegany, Broome, Cattaraugus, Chenango, Chautauqua, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z3R	Cattaraugus, Erie, Niagara, Orleans		<input type="checkbox"/>
Mason-Tile Setter	3TS-Z1	Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates		<input type="checkbox"/>
Mason-Tile Setter	3TS-Z2	Allegany, Broome, Cattaraugus, Chemung, Chautauqua, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins		<input type="checkbox"/>
Mason Tile Setter	3TS-Z3	Cattaraugus, Erie, Niagara, Orleans		<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z1R	Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates		<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z2R	Allegany, Broome, Cattaraugus, Chemung, Chautauqua, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins		<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z3R	Cattaraugus, Erie, Niagara, Orleans		<input type="checkbox"/>
Mason - Building/Heavy&Highway	780	Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk		<input type="checkbox"/>
Operating Engineer - Heavy/Highway	137H/H	Putnam, Westchester	Dutchess	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	832H	Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates	Genesee	<input type="checkbox"/>
Painter	150	Livingston, Monroe, Ontario, Wayne, Yates	Livingston, Ontario	<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***

Job Classification	Tag #	Applicable Counties	Partial Counties	Check Box
Painter	178 B	Broome, Chenango, Tioga		<input type="checkbox"/>
Painter	178 E	Chemung, Schuyler, Steuben	Steuben	<input type="checkbox"/>
Painter	178 O	Delaware, Otsego		<input type="checkbox"/>
Painter	31	Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca	Lewis, Ontario, Oswego	<input type="checkbox"/>
Painter	38.O	Oswego	Oswego	<input type="checkbox"/>
Painter	4-Buf,Nia,Olean	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming	Cattaraugus, Chautauqua, Livingston, Steuben	<input type="checkbox"/>
Painter	4-Jamestown	Cattaraugus, Chautauqua	Cattaraugus, Chautauqua	<input type="checkbox"/>
Sheetmetal Worker	46	Livingston, Monroe, Ontario, Seneca, Wayne, Yates		<input type="checkbox"/>
Teamsters-Heavy&Highway	294h/h	Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington		<input type="checkbox"/>
Teamsters-Heavy&Highway	317bhh	Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates		<input type="checkbox"/>
Teamsters-Heavy&Highway	693bhh	Broome, Chenango, Delaware, Otsego, Tioga		<input type="checkbox"/>
Teamsters-Building/Heavy&Highway	456	Putnam, Westchester		<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. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

Effective Dates

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

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2

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

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4904
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

Onondaga County General Construction

Boilermaker **06/01/2014**

JOB DESCRIPTION Boilermaker

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2013	01/01/2014
Boilermaker	\$ 29.00	\$ 29.13

SUPPLEMENTAL BENEFITS

Per hour paid:		
Journeyman	\$ 23.39	\$ 24.41

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

Journeyman	\$ 22.20*	\$ 23.22*
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OVERTIME PAY

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

HOLIDAY

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

Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed. When Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES

WAGES per hour:

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

	1st 65%	2nd 65%	3rd 70%	4th 75%	5th 80%	6th 85%	7th 90%	8th 95%
07/01/2013	\$18.85	\$18.85	\$20.30	\$21.75	\$23.20	\$24.65	\$26.10	\$27.55
01/01/2014	18.93	18.93	20.39	21.85	23.30	24.76	26.22	27.67

SUPPLEMENTAL BENEFITS per hour paid:

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2013	\$18.07	\$18.07	\$18.83	\$19.59	\$20.34	\$21.11	\$21.88	\$22.64
01/01/2014	18.73	18.73	19.54	20.35	21.15	21.98	22.80	23.61

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

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2013	\$16.88*	\$16.88*	\$17.64*	\$18.40*	\$19.15*	\$19.92*	\$20.69*	\$21.45*
01/01/2014	17.54*	17.54*	18.35*	19.16*	19.96*	20.79*	21.61*	22.42*

6-175

Carpenter - Building **06/01/2014**

JOB DESCRIPTION Carpenter - Building

DISTRICT 6

ENTIRE COUNTIES

Onondaga

WAGES

Per hour:	07/01/2013	06/01/2014 *Additional	06/01/2015 *Additional
Carpenter	\$ 25.86	\$ 1.44	\$ 1.49
Floorlayer	25.86	1.44	1.49
Piledriver	26.11	1.44	1.49
Certified Welder**	26.86	1.44	1.49
Hazardous Waste Worker	27.36	1.44	1.49

Diver - Wet Day***	61.25	0.00	0.00
Diver - Dry Day	26.86	1.44	1.49
Dive Tender	26.86	1.44	1.49

*To be allocated at a later date

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

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

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

***Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional \$0.75 per foot
	101' and deeper	additional \$1.00 per foot

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

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2013
Journeyman	\$ 15.38

OVERTIME PAY

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

*NOTE: Saturday may be used as a make-up day at straight time when an employee has an unexcused absence during the week (applies only to those employees on a project that lost a day on that same project).

HOLIDAY

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour worked:

Appr 1st term	\$ 9.25
Appr 2nd term	9.25
Appr 3rd term	11.85
Appr 4th term	11.85

6-277 On

Carpenter - Building / Heavy&Highway

06/01/2014

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Wages per hour:	07/01/2013	07/01/2014
		An Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface Installer	\$ 27.96	\$ 0.73*

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

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour Paid: 07/01/2013

Journeyman \$ 18.14

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: 07/01/2013

Carpenter	
1st year term	\$ 9.29
2nd year term	9.29
3rd year term	11.89
4th year term	11.89

1-42AtSS

Carpenter - Heavy&Highway 06/01/2014

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES

Per hour:	07/01/2013	07/01/2014 Additional
Carpenter	\$ 27.81	\$1.03
Piledriver(Heavy/Hiway)	27.81	1.03
Millwright(Heavy/Hiway)	29.31	1.03
Diver Wet Day	62.50	
Diver Dry Day	28.81	1.03
Diver Tender	28.81	1.03
Certified Welder	29.06	1.03
Hazardous Waste*	29.81	1.03
Effluent and Slurry Diver(Wet)	93.75	

Depth pay for divers:		
0' to 80'		no additional fee
81'to 100'		additional \$.50 per foot
101'to 150'		additional \$.75 per foot
151'and deeper		additional \$1.25 per foot

Divers' penetration pay		
0' to 50'		no additional fee
51' to 100'		additional \$.75 per foot
101'and deeper		additional \$1.00 per foot

*Hazardous site requiring protective gear.

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,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 17.95

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Conditions: Multiple shift operations - 2nd or 3rd shifts are paid at the same rate as that in effect on the calendar day the first shift started.

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Whenever a Holiday falls on Sunday, it will be observed the following Monday. When a Holiday falls on Saturday, it will be observed the preceding Friday.

REGISTERED APPRENTICES

Wage per hour

(1) year terms at the following percentages of journeyman's' wage.

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

Supplements per hour worked

	Term 1	Term 2	Term 3	Term 4
Carpenter Apprentice	\$ 9.25	\$ 9.25	\$ 11.85	\$ 11.85

7-277 oneidah

Electrician

06/01/2014

JOB DESCRIPTION Electrician

DISTRICT 5

ENTIRE COUNTIES

Yates

PARTIAL COUNTIES

Cayuga: All Townships except Genoa, Ira, Sterling, Victory, Locke, Sempronius and Summerhill

Onondaga: Townships of Elbridge and Skaneateles

Ontario: Townships of Canandaigua, Farmington, Geneva, Gorham, Hopewell, Manchester, Phelps and Seneca

Seneca: All Townships except Covert and Lodi

Wayne: Townships of Arcadia, Galen, Lyons, Savannah and Village of Newark.

WAGES

Per Hour	07/01/2013	06/01/2014
Audio/Sound/TV/Teledata	\$ 30.00	\$ 30.00
Work from 4:30PM to 1:00AM*	34.50***	34.50***
Work from 12:30Am to 9:00AM*	37.50***	37.50***

* Applies when shift work is mandated either in job specification or by the contracting agency.

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

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

***Working above floor:

0' to 49'	An additional \$.00 per foot per hour.
50' to 99'	An additional \$ 1.00 per foot per hour.
100' and over	An additional \$ 2.00 per foot per hour.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 17.52*	\$ 18.52*
	*Plus 3% of wage	

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

hourly term at the following percentage of journeyman's rate

1st term (0-1000 hrs)	40%	4th term (3501-5000 hrs)	60%
2nd term (1001-2000 hrs)	45%	5th term (5001-6500 hrs)	70%
3rd term (2001-3500 hrs)	50%	6th term (6501-8000 hrs)	80%

Supplemental Benefits per hour worked

Appr. 1st and 2nd	\$ 9.00*	\$ 9.00*
All others	17.52*	18.52*

* Plus 3% of wages.

5-840 Teledata

Electrician

06/01/2014

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Cortland, Herkimer, Madison, Oneida, Oswego

PARTIAL COUNTIES

Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.

Chenango: Only the Townships of Columbus, New Berlin and Sherburne.

Onondaga: Entire County except Townships of Elbridge and Skaneateles.

Otsego: Only the Townships of Plainfield, Richfield, Springfield, Cherry Hill, Roseboom, Middlefield, Otsego, Exeter, Edmeston, Burlington, Pittsfield and New Lebanon.

Tompkins: Only the Township of Groton.

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

WAGES

Per hour:	07/01/2013	06/01/2014
Electrician	\$33.25	\$34.65
Cable Splicer	36.58	38.12
Teledata	33.25	34.65

NOTES:

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF EIGHT (8) HOURS FOR AT LEAST FIVE (5) DAYS DURATION WHICH MAY HAVE BEEN WORKED. WHEN TWO (2) SHIFTS OR THREE (3) SHIFTS ARE WORKED:

- 1st Shift - 8:00 AM to 4:30 PM: See rates posted above
- 2nd Shift - 4:30 PM to 1:00 AM: Add 15% to rates posted above
- 3rd Shift - 12:30 AM to 9:00 AM: Add 25% to rates posted above

OCCUPIED CONDITIONS: WHEN NECESSARY TO PERFORM ALTERATION AND/OR RENOVATION WORK AND OWNER MANDATES (DUE TO OCCUPIED CONDITIONS) PREVENT THE WORK FROM BEING PERFORMED DURING "NORMAL" WORKING HOURS (DEFINED AS BETWEEN 6:00 AM AND 4:30 PM MONDAY THROUGH FRIDAY), ALTERNATE HOURS MAY BE WORKED PROVIDED: 1) THE HOURS ARE ESTABLISHED FOR A MINIMUM OF FIVE (5) DAYS DURATION OR THE LENGTH OF THE JOB WHICHEVER IS SHORTER; AND 2) AN ENTIRE WORK SCOPE WITHIN A JOBSITE AREA IS PERFORMED UTILIZING THE VARIED HOURS. IF THESE CONDITIONS ARE SATSFIED, ALL HOURS WORKED MONDAY THROUGH FRIDAY OF A SHIFT THAT STARTS BEFORE OR ENDS AFTER THE "NORMAL" HOURS, SHALL BE PAID AT THE APPROPRIATE RATE PLUS FIFTEEN PERCENT (15%). HOWEVER, THE FOLLOWING RESTRICTIONS SHALL APPLY:

- 1) "ALTERNATE" HOURS SHALL CONSIST OF A MINIMUM OF EIGHT CONSECUTIVE HOURS PER DAY
- 2) HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY, MONDAY THROUGH FRIDAY, SHALL BE PAID AT A RATE OF ONE AND ONE-HALF TIMES THE APPLICABLE RATE (DAY-SHIFT + 15%)
- 3) HOURS WORKED ON SATURDAY SHALL BE PAID AT TIME AND ONE-HALF THE APPLICABLE RATE.
- 4) HOURS WORKED ON A SUNDAY AND HOLIDAYS SHALL BE PAID AT DOUBLE THE STRAIGHT TIME RATE.
- 5) WORK OF A NEW CONSTRUCTION NATURE MAY NOT BE WORKED UNDER THESE CONDITIONS.

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

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2013	06/01/2014
Journeyman	\$20.17 plus *3% of hourly wage paid	\$20.72 plus *3% of hourly wage paid

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

OVERTIME PAY

See (B,E**,Q) on OVERTIME PAGE
 ** Double Time after 10 hrs. on Saturday.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES at the following percentage of Journeyman's wage.

1st Period (0-1000 hrs)	40%	4th Period (3501-5000 hrs)	60%
2nd Period (1001-2000 hrs)	45%	5th Period (5001-6500 hrs)	70%
3rd Period (2001-3500 hrs)	50%	6th Period (6501-8000 hrs)	80%

SUPPLEMENTAL BENEFITS per hour worked:

1st period	\$9.89 plus *3% of hourly wage paid	4th period	\$19.29 plus *3% of hourly wage paid
2nd period	\$9.89 plus *3% of hourly wage paid	5th period	\$19.51 plus *3% of hourly wage paid
3rd period	\$19.07 plus *3% of hourly wage paid	6th period	\$19.73 plus *3% of hourly wage paid

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

6-43

Electrician

06/01/2014

JOB DESCRIPTION Electrician

DISTRICT 5

ENTIRE COUNTIES

Yates

PARTIAL COUNTIES

Cayuga: All Townships except Genoa, Ira, Sterling, Victory, Locke, Sempronius and Summerhill
 Onondaga: Townships of Elbridge and Skaneateles
 Ontario: Only the Townships of Canadaigua, Farmington, Geneva, Gorham, Hopewell, Manchester, Phelps and Seneca
 Seneca: All townships except Covert and Lodi
 Wayne: Only the Townships of Arcadia, Galen, Lyons, Savannah and Village of Newark.

WAGES

Per Hour	07/01/2013	06/01/2014
Electrician	\$ 30.00	\$ 30.00
Work From 4:30pm to 1:00am*	34.50***	34.50***
Work from 12:30am to 9:00am*	37.50***	37.50***

*Applies when shift work is mandated either in the job specification or by the contracting agency.

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

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

NOTE- In order to use the 4 Day/10 Hour Work Schedule, form PW30R; additionally, there must be a dispensation of hours in place on the project.

***Working above the floor:

0'to49' An additional \$.00 per foot per hour.
 50'to99' An additional \$ 1.00 per foot per hour.
 100' and over An additional \$ 2.00 per foot per hour.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 17.52* \$ 18.52*

* Plus 3% of wage.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

hourly term at the following percentage of journeyman's rate

1st term (0-1000 hrs)	40%	4th term (3501-5000 hrs)	60%
2nd term (1001-2000 hrs)	45%	5th term (5001-6500 hrs)	70%
3rd term (2001-3500 hrs)	50%	6th term (6501-8000 hrs)	80%

Supplemental Benefits per hour worked

Appr. 1st and 2nd \$ 9.00* \$ 9.00*
 Appr. All others \$ 17.52* \$ 18.52*

* Plus 3% of wage

5-840 Z1

Elevator Constructor

06/01/2014

JOB DESCRIPTION Elevator Constructor

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Chenango, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins

PARTIAL COUNTIES

Delaware: Only the towns of: Tompkins, Walton, Masonville, Sidney, Franklin and Deposit.

WAGES

Per hour:	07/01/2013	01/01/2014	01/01/2015
Elevator Constructor	\$40.84	41.40	42.03
Helper	28.59	28.98	29.42

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, except work on general repairs and modernization.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$25.185* \$26.785* \$28.385*

*plus 6% of wage (under 5 years service)

*plus 8% of wage (after 5 years service)

OVERTIME PAY

See (D, M, T) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

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

1st	2nd	3rd	4th
55%	65%	70%	80%

SUPPLEMENTAL BENEFITS: Same as Journeyman above

6-62.1

Glazier

06/01/2014

JOB DESCRIPTION Glazier

DISTRICT 5

ENTIRE COUNTIES

Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego

WAGES

Per Hour: 07/01/2013

Glazier \$ 23.05

Additional \$.50 per hour for all swing stagework, belt work, open steel or scaffolding 25' or more from ground, floor or roof levels.

**** IMPORTANT NOTICE ****

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

NOTE-In order to use the '4 day/10 Hour Work Schedule' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 15.14

OVERTIME PAY

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

* Double time after 8 hours on Saturday.

**Note: Emergency work on Sunday is 1 1/2 times the hourly rate.

HOLIDAY

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

REGISTERED APPRENTICES

1000 hour terms at the following percentage of journeyman's wage.

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

Supplemental Benefits per hour worked:

Appr. 1st & 2nd term	\$ 11.64
Appr. 3rd term	13.74
Appr. 4th term	13.92
Appr. 5th term	14.09
Appr. 6th term	14.27
Appr. 7th term	14.44
Appr. 8th term	14.79

5-677.Z-2

Insulator - Heat & Frost

06/01/2014

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2013

Insulation Installer \$30.15
 (On mechanical systems only)

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

1ST SHIFT \$30.15
 2ND SHIFT 34.68
 3RD SHIFT 37.69

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

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2013

Journeyman \$18.33

OVERTIME PAY

See (*B1, Q) on OVERTIME PAGE

* Note: First 10 hours on Saturday

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour worked:

1st & 2nd years \$16.33
 3rd & 4th years 18.33

6-30-Syracuse

Ironworker

06/01/2014

JOB DESCRIPTION Ironworker

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour:	07/01/2013	05/01/2014 *Additional	05/01/2015 *Additional
Structural/Reinf/Rebar	\$27.50	\$1.20	\$1.20
Mach Mover & Rigger	27.50	1.20	1.20
Ornamental & Curtain			
Wall, Window Wall	27.50	1.20	1.20
Pre-glazed metal framed windows attached to steel			

or masonry including caulking	27.50	1.20	1.20
Fence Erector (Chain Link/Security)	27.50	1.20	1.20
Sheeter/Bridge rail	27.50	1.20	1.20
Pre-Cast erector	27.50	1.20	1.20
Stone Derrickman	27.50	1.20	1.20
Pre-Engineered Bldg Erector	27.50	1.20	1.20

*To be allocated at a later date.

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

1st Shift	\$27.50
2nd Shift	30.25
3rd Shift	31.63

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$21.85
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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

REGISTERED APPRENTICES

WAGES: One year terms at the following rates.

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

SUPPLEMENTAL BENEFITS per hour worked:

1st year	\$9.55
2nd year	16.17
3rd year	17.11
4th year	18.06

6-60

Laborer - Building **06/01/2014**

JOB DESCRIPTION Laborer - Building

DISTRICT 6

ENTIRE COUNTIES

Onondaga

WAGES

*** If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the heavy/highway rates would be applicable for the laborers classification only.

When a prime contract is let for site work and building excavation is part of that contract, the building rates would be applicable for the laborers classification.

All work outside of the building proper, if not included in the building contract, will fall under the Heavy/Highway rates.

Per hour: 07/01/2013

Building Laborer \$22.20

Asbestos, Toxic &
 Hazardous Waste Work 23.70

SUPPLEMENTAL BENEFITS

Per hour worked:
 \$16.25

OVERTIME PAY

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

*Time lost must be in excess of four hours.

HOLIDAY

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour worked:

All terms: \$16.25

6-633 bON

Laborer - Heavy&Highway

06/01/2014

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Onondaga

WAGES

Per hour:

GROUP A: Basic - Drill Helper (not including machine operations), Flagman, Outboard and Hand Boats.

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

GROUP C: Drilling equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker, Tail or Screw Operator on Asphalt Paver, Powderman.

GROUP D: Blasters, Form Setters (slab steel forms on highways, roads, streets and airport runways), Stone or Granite Curb Setters.

GROUP E: Hazardous Waste Work.

	07/01/2013	07/01/2014 *Additional	07/01/2015 *Additional
GROUP A	\$24.71	\$1.30	\$1.30
GROUP B	24.91	1.30	1.30
GROUP C	25.11	1.30	1.30
GROUP D	25.31	1.30	1.30
GROUP E	26.71	1.30	1.30

*To be allocated at a later date.

NOTE: ON DEPARTMENT OF TRANSPORTATION MANDATED NIGHT WORK THERE WILL BE AN ADDITIONAL \$1.75 PER HOUR PREMIUM FOR A SINGLE IRREGULAR WORK SHIFT THAT STARTS ANYTIME FROM 5:00 P.M. TO 1:00 A.M.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$17.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of Journeyman's Group #A wage.

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

SUPPLEMENTAL BENEFITS per hour worked:

All terms: \$17.60

6-633 hON

Laborer - Tunnel **06/01/2014**

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 6

ENTIRE COUNTIES

Onondaga

WAGES

Per hour:

GROUP A: Change House Man

GROUP B: Miners and all Machine Men, Safety Miner, all Shaft work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting from pot to nozzle, Bit Grinder, Signal Man (top to bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Blaster

GROUP D: Hazardous Waste Work**

	07/01/2013	07/01/2014 *Additional	07/01/2015 *Additional
Group A	\$26.44	\$1.30	\$1.30
Group B	26.64	1.30	1.30
Group C	27.64	1.30	1.30
Group D**	30.64	1.30	1.30

*To be allocated at a later date

**Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$19.05

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If the holiday falls on Saturday, it will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of Group B wage

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

SUPPLEMENTAL BENEFITS per hour worked:

All Terms \$19.05

6-633T (ON)

Lineman Electrician **06/01/2014**

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. (14.01.01)

	07/01/2013	05/05/2014	05/04/2015
Lineman, Technician	\$44.12	\$45.51	\$46.90
Crane, Crawler Backhoe	44.12	45.51	46.90
Welder, Cable Splicer	44.12	45.51	46.90
Digging Machine Operator	39.71	40.96	42.21
Tractor Trailer Driver	37.50	38.68	39.87
Groundman, Truck Driver	35.30	36.41	37.52
Mechanic 1st Class	35.30	36.41	37.52
Flagman	26.47	27.31	28.14

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". (14.02.01-A)

	07/01/2013	05/05/2014	05/04/2015
Lineman, Technician	\$44.12	\$45.51	\$46.90
Crane, Crawler Backhoe	44.12	45.51	46.90
Cable Splicer-Pipe Type Cable	48.53	50.06	51.59
Cert. Welder-Pipe Type Cable	46.33	47.79	49.25
Digging Machine Operator	39.71	40.96	42.21
Tractor Trailer Driver	37.50	38.68	39.87
Mechanic 1st Class	35.30	36.41	37.52
Groundman, Truck Driver	35.30	36.41	37.52
Flagman	26.47	27.31	28.14

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. (14.02.01-B)

	07/01/2013	05/05/2014	05/04/2015
Lineman, Technician, Welder	\$45.40	\$46.80	\$48.20
Crane, Crawler Backhoe	45.40	46.80	48.20
Digging Machine Operator	40.86	42.12	43.38
Tractor Trailer Driver	38.59	39.78	40.97
Groundman, Truck Driver	36.32	37.44	38.56
Mechanic 1st Class	36.32	37.44	38.56
Flagman	27.24	28.08	28.92
Cert. Welder-Pipe Type Cable	47.67	49.14	50.61
Cable Splicer-Pipe Type Cable	49.94	51.48	53.02

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. (14.03.01)

	07/01/2013	05/05/2014	05/04/2015
Lineman, Technician, Welder	\$46.62	\$48.02	\$49.41
Crane, Crawler Backhoe	46.62	48.02	49.41
Cable Splicer	46.62	48.02	49.41
Digging Machine Operator	41.96	43.22	44.47
Tractor Trailer Driver	39.63	40.82	42.00
Groundman, Truck Driver	37.30	38.42	39.53
Mechanic 1st Class	37.30	38.42	39.53
Flagman	27.97	28.81	29.65

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

**** 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,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

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

\$19.00	\$19.75	\$20.50
*plus 7.5% of hourly wage	*plus 7.5% of hourly wage	*plus 7.5% of hourly wage

*The 7.5% 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.

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 %

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.

SUPPLEMENTS for holidays paid at straight time

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of Journeyman's 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 06/01/2014

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.

	07/01/2013	01/01/2014
Cable Splicer	\$28.55	\$29.12
Installer, Repairman	27.10	27.64
Teledata Lineman	27.10	27.64
Technician, Equipment Operator	27.10	27.64
Groundman	14.37	14.66

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:

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

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting 06/01/2014

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

ENTIRE COUNTIES

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

WAGES

Lineman/Technician shall perform all overhead aerial work and make all electrical connections.

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, a 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 ground man/truck driver may install conduit, pipe, cables and equipment.

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

Per hour:

	07/01/2013	05/05/2014	05/04/2015	05/02/2016 *Additional
Lineman, Technician	\$39.19	\$40.12	\$41.04	\$2.00
Crane, Crawler Backhoe	39.19	40.12	41.04	2.00
Certified Welder	41.15	42.13	43.09	2.00
Digging Machine	35.27	36.11	36.94	2.00
Tractor Trailer Driver	33.31	34.10	34.88	2.00
Groundman, Truck Driver	31.35	32.10	32.83	2.00
Mechanic 1st Class	31.35	32.10	32.83	2.00
Flagman	23.51	24.07	24.62	2.00

* To be allocated at a later date.

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.

**** 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,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

All classifications	\$19.00	\$19.75	\$20.50
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*plus 7.5% of
hourly wage

*plus 7.5% of
hourly wage

*plus 7.5% of
hourly wage

*The 7.5% 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

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%

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.

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer

06/01/2014

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.

07/01/2013

Tree Trimmer	\$ 22.08
Equipment Operator	19.48
Mechanic	19.48
Truck Driver	16.46
Groundman	13.51
Flag person	9.62

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

\$ 8.30
*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

6-1249TT

Mason - Building **06/01/2014**

JOB DESCRIPTION Mason - Building **DISTRICT 1**

ENTIRE COUNTIES
 Cayuga, Onondaga, Oswego

PARTIAL COUNTIES
 Madison: The townships of Sullivan and Cazenovia ONLY

WAGES

Per hour	07/01/2013	08/01/2013	06/01/2014 Additional
Tile/Terrazzo/Marble			
Setter	\$ 26.54	\$ 26.47	\$ 1.30*
Finisher	22.87	22.80	1.17*

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 16.22	\$ 16.29
Journeyman Finisher	15.77	15.84

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

Hour terms at the following percentage of journeyman's wage

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

Finisher:	
1st term 500 hours	70%
2nd term 1000 hours	80%
3rd term 1000 hours	90%
4th term 1200 hours	95%

Supplemental Benefits per hour worked

Setter:		
1st term	\$ 11.04	\$ 11.11
All others	16.22	16.29

Finisher:		
1st term	\$ 10.69	\$ 10.76
All others	15.77	15.84

1-2TS.3

Mason - Building **06/01/2014**

JOB DESCRIPTION Mason - Building **DISTRICT 1**

ENTIRE COUNTIES
 Onondaga

WAGES

Per hour	07/01/2013	08/01/2013	06/01/2014 Additional
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Cement Mason	\$ 26.17	\$ 25.84	\$ 1.10*
Plasterer	26.32	25.99	1.10*
Ext insulation finish systems-plasterer(EIFF)	25.82	25.49	1.10*

(*)To be allocated at a later date.

Additional \$0.50 per hr for Scaffold work, Swing Stage and Rolling Stage

Additional \$0.25 per hour for Grinder Operator

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 16.03	\$ 16.30
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OVERTIME PAY

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

*Only on EIFF work can Saturday be used as a makeup day.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

All terms	\$ 16.03	\$ 16.36
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1-2b-on

Mason - Building

06/01/2014

JOB DESCRIPTION Mason - Building

DISTRICT 1

ENTIRE COUNTIES

Cayuga, Onondaga

PARTIAL COUNTIES

Madison: The townships of Sullivan and Cazenovia ONLY

WAGES

Per hour

	07/01/2013	08/01/2013	06/01/2014 Additional
Bricklayer/Blocker	\$ 30.22	\$ 30.15	\$ 1.25**
Fireproofing*	30.22	30.15	1.25**
Stone Mason	30.22	30.15	1.25**
Pointer/Caulker/Cleaner	30.22	30.15	1.25**
Cement Mason/Plaster***	30.22	30.15	1.25**

Additional \$.25 per hr. for work in restricted radiation area of atomic plant.

Additional \$5.00 per day more for employees working on a two-point suspension scaffold (Pointer, Caulker, and Cleaner are excluded).

(*)Fireproofing on Structural only.

(**) To be allocated at a later date.

(***)Refer to Onondaga Mason Building wage sheet 1-2b-on for Cement/Plaster work in Onondaga County

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 17.86	\$ 17.93
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OVERTIME PAY

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

*Provided employee worked minimum of 16 hours, but no more than 32 hours during the present work week.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

All terms	\$ 17.86	\$ 17.93
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1-2b.3

Mason - Heavy&Highway

06/01/2014

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

PARTIAL COUNTIES

Onondaga: This rate only applies to Heavy & Highway Cement Mason or Plaster Work in Onondaga County.

WAGES

Per hour

	07/01/2013	08/01/2013	06/01/2014 Additional
Cement Mason	\$ 29.32	\$ 28.99	\$ 1.10*

- Additional \$1.00 per hour if working on swing scaffolding or staging (scaffold suspended by means of ropes or cabled from hooks placed over parapet walls or windows, etc).

- Additional \$0.25 per hour when operating a hand held power grinder.

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 16.03	\$ 16.36
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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

If the holiday falls on Sunday, it shall be celebrated on following Monday.

REGISTERED APPRENTICES

Wages per hour

750 hour terms at the following percentage 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

All terms	\$ 16.03	\$ 16.36
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1-2h/h on

Mason - Heavy&Highway

06/01/2014

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 1

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

07/01/2013	08/01/2013	07/01/2014 Additional	07/01/2015 Additional	07/01/2016 Additional
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Mason & Bricklayer	\$ 32.17	\$ 32.15	\$ 1.25*	\$ 1.35*	\$ 1.45*
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Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 17.64	\$ 17.66
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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: 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

	07/01/2013	08/01/2013
0-500 Hours	\$ 10.29	\$ 10.29
All others	17.64	17.66

1-2hh.1

Millwright

06/01/2014

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

Jefferson, Lewis, Onondaga, Oswego, St. Lawrence

WAGES

Per hour:	07/01/2013	07/01/2014
		*Additional
Millwright	\$26.50	\$1.21
Certified Welder	27.75	1.21
Hazardous Waste Work	27.75	1.21

*To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked:

\$17.44

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 regularly scheduled work day. If a make-up day is utilized, a minimum of eight hours must be scheduled.

HOLIDAY

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour worked:

Appr 60%	\$7.75
Appr 70%	14.53
Appr 80%	15.50
Appr 90%	16.47

6-1163 JLOOS

Operating Engineer - Building

06/01/2014

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable.

When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.

NOTE: If a second employee is required by the employer for operation of any covered machine, they shall be an Oiler (Class C).

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

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

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

Per Hour:

	07/01/2013	01/01/2014	07/01/2014	01/01/2015
Building:				
Master Mechanic	\$33.20	\$33.45	\$33.95	\$34.20
Asst. Master Mechanic	32.03	32.28	32.78	33.03
Class A	31.43	31.68	32.18	32.43
Class B	29.55	29.80	30.30	30.55
Class C	25.79	26.04	26.54	26.79
Pile Dr. w/Bm/Ld 100ft+	33.18	33.43	33.93	34.18
Tower Crane (Plus boom)	32.93	33.18	33.68	33.93

length premium)

Crane/Derrick w/boom:

" 150 ft to 199 ft add	\$1.75	\$1.75	\$1.75	\$1.75
" 200 ft to 299 ft add	\$2.75	\$2.75	\$2.75	\$2.75
" 300 ft and over add	\$3.75	\$3.75	\$3.75	\$3.75

NOTE: THE LENGTH PREMIUM IS IN ADDITION TO THE CRANE TONAGE PREMIUM LISTED BELOW.

- ALL CRANES FROM 30 TO 64 TON - CLASS A RATE PLUS \$.50
- ALL LATTICE BOOM CRANES 65 TON CAPACITY & OVER - CLASS A RATE PLUS \$ 1.75
- ALL HYDRAULIC CRANES 65 TON TO 79 TON CAPACITY - CLASS A RATE PLUS \$ 1.10
- ALL HYDRAULIC CRANES 80 TON TO 99 TON CAPACITY - CLASS A RATE PLUS \$ 1.25
- ALL HYDRAULIC CRANES 100 TON CAPACITY AND OVER - CLASS A RATE PLUS \$ 1.75

ADDITIONAL \$2.00 per hr. if work requires Level A,B,C of Personal Protective Equipment listed in the Occup. Saf. & Health Guidance Manual for Hazardous Waste Site Activities. Paper dust masks are excluded from coverage in this section.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$22.10	\$22.10	\$23.10	\$23.10
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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

REGISTERED APPRENTICES

WAGES: 1000 hour terms

	07/01/2013	01/01/2014	07/01/2014	01/01/2015
1st term	\$18.86	\$19.01	\$19.31	\$19.46
2nd term	20.43	20.59	20.92	21.08
3rd term	22.00	22.18	22.53	22.70
4th term	25.14	25.34	25.74	25.94

SUPPLEMENTAL BENEFITS per hour worked: Same as Journeyman

6-545b.s

Operating Engineer - Heavy&Highway **06/01/2014**

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

NOTE: If a second employee is required by the employer for operation of any covered machine, they shall be an Oiler (Class C).

CLASS A: Asphalt Paver 100 h.p. and over (fixed screed 10' width and over), Extend a-mat paver, Automated Concrete Spreader, Automatic Fine Grader, Backhoe (except tractor-mounted, Blacktop Plant (automated) Boom Truck, Blacktop Roller (10,000 lb and over), Caisson Auger, Central Mix Conc. Plant (automated), Hydraulic crane (over 5 ton capacity), Concrete Curb Machine (Self-propelled, Slipform), Crane, Directional Boring/Drilling Machine and Locator, Derricks, Dragline, Dredge, Excavator (all purpose-hydraulic-Gradall or similar), Front End Loader (4c.y.& over), Head Tower (Sauerman or equal), Hoist (two or three drum), Hydrodemolition Equipment (self contained), Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type), Pavement Profiler (300 h.p. and over), Pile Driver, Power Grader, Road widener, Scraper, Shovel, Side Boom, Slip Form Paver, Trencher (over 75 h.p.), Truck Crane, Truck or Trailer mounted Chipper (self-feed), Tug Operator (craft over 26'), Tunnel Shovel, Vermeer Saw (over 75 h.p.), Welder.

CLASS B: Asphalt Paver under 100 h.p. (under 10 ft width), Automated slope paving machine, Backhoe (Tractor-Mounted), Belt loader, Tractor Drawn Belt Type Loader, Blacktop Plant (non-automated), Blacktop Roller (under 10,000 lb), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Bridge deck finishing machine, Cage Hoist, Central Mix Plant (Non Automated), All Concrete Batching Plants, Concrete pump, Hydraulic crane (5 tons & under), Compressors (4 or less exceeding 2,000 c.f.m. combined capacity), Concrete Paver over 16S, Belt Placer, Cableway, Core Drill (skid, trk mtd or track), Crusher, Diesel Pwr Unit, Drill Rigs (Self Contained, Self Propelled or Hydraulic), Drill Rigs (Truck/Tractor mounted), Fork Lift, F.E.Loader(under 4 cy), Hi-Press Boiler(15 lbs & over), Hoist(One Drum), Hydro Axe, Kolman Plant Loader & similar type loaders, Locomotive, Lubrication Eng/Greaseman, Material Handling Knuckle Boom Truck 5 ton & over, Mixer (for stabilized base-self propelled), Pavement Profiler (under 300 h.p.), Plant Engineer, Pump crete, Refrigeration Equipment (for soil stabilization), Roller (above sub grade) under 10,000lb, Sea Mule, Skid Steer Bobcat Type Loader, Self-propelled rubbleizer, Stationary central compressed air plant (5000cfm and up), Telehandler, Tractor with Dozer and/or Pusher, Trencher (under 75 h.p.), Tugger Hoist, Vermeer Saw (ride-on)under 75 h.p., Winch and Winch Cat, Log Skidder, Hydra-spiker (ride on), All ride-on Tie Extractors, Tie Handlers, Tie Inserters, Tie spacers and Track Liners, Work Boat Operator including LCM's

CLASS C: Aggregate Plant, A Frame Truck, Ballast Regulator (ride-on), Boiler (used in conjunction with production), Cement & Bin operator, Compressors (4 under 2,000 cfm combined capacity, or 3 or less with more than 1200 cfm but not to exceed 2,000 c.f.m), Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Concr Paver or Mixer (16s & under), Conc Saw (self propelled), Concrete Pavement Spreaders and Finishers, Conveyor, Drill Locator, Electric Pump Used in Conjunction with Well Point System, Span Saw (Ride on), Farm Tractor with accessories, Form Tamper, Grout Pump, Gunit Machine, Hammers (hydraulic-self propelled), Hydraulic Pump (jacking system), Light plants, Mulching Mach., Oiler, Parapet concrete or pavement grinder, Post Hole Digger & Post Driver, Power Sweeper, Power Heaterman, Roller (grade & fill), Scarifier (ride-on), Shell Winder, Steam Cleaner Tamper (ride-on), Submersible Electric Pump (when used in lieu of well point system), Tractor, Material Handling Knuckle Boom Truck (under 5 ton), Vacuum machine (self propelled) Vibratory Compactor, Well point.

SINGLE IRREGULAR WORK SHIFT:

A single irregular work shift can start any time from 5:00 PM to 1:00 AM. All employees who work a single irregular work shift on governmental mandated night work shall be paid an addtl \$2.00 per hour. Sect 10 will be effective for work bid on or after July 1, 2001.

Wages per hour:

	07/01/2013	07/01/2014
Master Mechanic	\$35.80	\$37.15
CLASS A	34.45	35.80
CLASS B	33.57	34.92
CLASS C	30.29	31.64

PIPELINE: Master mechanic, Class A and Class B rates apply. NO CRANE PREMIUM ON PIPELINE WORK

NOTE:

All cranes and boom trucks, 49 tons and under, or with boom and jib working length under 115 ft. = Class "A" rate and \$1.00 per hour.

All cranes and boom trucks 50 tons and over, or with boom and jib working length of 115 ft. through 149 ft. = Class "A" rate and \$2.50 per hour.

All cranes and boom trucks 50 tons and over, and with boom and jib working length 150 ft.and over = Class "A" rate and \$3.50 per hour.

Tower Crane - additional \$2.00 per hour.

Additional \$3.00 per hour for EPA or DEC classified toxic or hazardous waste work OR where an employee is required by regulations to use or wear personal protection.

SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2013	07/01/2014
Journeyman	\$23.70	\$24.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage based on the "B" rate class

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

SUPPLEMENTAL BENEFITS: same as Journeyman

6-545h

Operating Engineer - Marine Construction

06/01/2014

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

DREDGING OPERATIONS 07/01/2013

CLASS A

Operator, Leverman, \$ 32.89

Lead Dredgeman

CLASS A1

Dozer, Front Loader

Operator

To conform to Operating Engineer
 Prevailing Wage in locality where work
 is being performed including benefits.

CLASS B

Spider/Spill Barge Operator,

Tug Operator(over1000hp),

OperatorII, Fill Placer,

Derrick Operator, Engineer,

Chief Mate, Electrician,

Chief Welder,

Maintenance Engineer

\$ 28.49

Certified Welder,

Boat Operator(licensed)

\$ 26.84

CLASS C

Drag Barge Operator,

Steward, Mate,

Assistant Fill Placer,

\$ 26.14

Welder (please add)\$ 0.06

Boat Operator

\$ 25.29

CLASS D

Shoreman, Deckhand,

Rodman, Scowman, Cook,

Messman, Porter/Janitor

\$ 21.09

Oiler(please add)\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B
 07/01/2013
 \$ 8.45 plus 7%
 of straight time
 wage overtime hours
 add \$ 0.63

All Class C
 \$ 8.10 plus 8%
 of straight time
 wage overtime hours
 add \$ 0.48

All Class D
 \$ 7.85 plus 8%

of straight time
 wage overtime hours
 add \$ 0.33

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Operating Engineer - Survey Crew

06/01/2014

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 6

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 boundry line of the City of Poughkeepsie north.

Genesee: Only that 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

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief- One who directs a survey party.

Instrument person- One who runs the instrument and assists the Party Chief.

Rod person- One who holds the rods and, in general, assists the Survey Party.

	07/01/2013	07/01/2014	07/01/2015
Party Chief	\$ 34.02	\$ 35.49	\$ 36.53
Instrument person	31.16	32.53	33.46
Rod person	22.75	23.83	24.46

Additional \$3.00 per hr. for work in a Tunnel.

Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 22.25	\$ 22.75	\$ 23.75
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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

REGISTERED APPRENTICES

WAGES: One year or 1000 hour terms at the following wage rates.

	07/01/2013	07/01/2014	07/01/2015
1st year	\$ 13.65	\$ 14.30	\$ 14.68
2nd year	15.93	16.68	17.12
3rd year	18.20	19.06	19.57

SUPPLEMENTAL BENEFITS per hour worked:

	\$ 22.25	\$ 22.75	\$ 23.75
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6-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer **06/01/2014**

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT 6**

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 boundry line of the City of Poughkeepsie north.
 Genesee: Entire county except that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

Per hour:

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

SURVEY CLASSIFICATIONS:

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

	07/01/2013	07/01/2014	07/01/2015
Party Chief	\$34.02	\$35.49	\$36.53
Instrument person	31.16	32.53	33.46
Rod person	22.75	23.83	24.46

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

SUPPLEMENTAL BENEFITS

	07/01/2013	07/01/2014	07/01/2015
Per hour worked:	\$22.25	\$22.75	\$23.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-545 DCE

Operating Engineer - Tunnel **06/01/2014**

JOB DESCRIPTION Operating Engineer - Tunnel **DISTRICT 5**

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 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 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.

MASTER MECHANIC/CHIEF TUNNEL ENG.:

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; Revinus Widener; Shell Winder; Steam Cleaner and Tractor; Greaseman; Junior Engineer.

Per hour:	07/01/2013	07/01/2014
Crane 1	\$ 42.48	\$ 43.68
Crane 2	41.48	42.68
Crane 3	40.48	41.68
Master Mechanic	40.61	41.81
CLASS A	38.48	39.68
CLASS B	37.26	38.46
CLASS C	34.47	35.67
CLASS D	31.46	32.66

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

SUPPLEMENTAL BENEFITS

Per hour paid:		
Journeyman	\$ 23.65	\$ 24.55

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

(1000) hours terms at the following percentages.

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

Supplemental Benefits per hour paid:

\$ 23.65	\$ 24.55
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5-832TL.

Painter **06/01/2014**

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2013	05/01/2014 Additional	05/01/2015 Additional
Bridge*	\$ 36.95	\$ 2.00	\$ 2.25
Tunnel*	36.95	2.00	2.25
Tank*	34.95	2.00	2.25

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

* Note an additional \$1.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour worked:
 \$ 22.00

OVERTIME PAY

Exterior work only See (B, E4*, F, R) on OVERTIME PAGE.
 All other work See (B, F, R) on OVERTIME PAGE.

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental benefits per hour worked:

1st & 2nd terms	\$ 3.02
3rd & 4th terms	5.02
5th & 6th terms	6.02

3-4-Bridge, Tunnel, Tank

Painter **06/01/2014**

JOB DESCRIPTION Painter

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

PARTIAL COUNTIES

Lewis: Only the Townships of High Market, Lewis, Leyden, Lyondale, Osceola, Turin and West Turin.
 Ontario: The City and Township of Geneva.
 Oswego: Only the Townships of Amboy, Constantia, Williamstown and Oneida Lake.

WAGES

Per hour:	07/01/2013	05/01/2014	05/01/2015 *Additional
Brush, Roller, Wallcovering	\$23.00	\$23.00	\$1.10
Sign painting	23.00	23.00	1.10
Parking Lot, Hwy Striping	23.00	23.00	1.10
Lead base paint abatement	23.00	23.00	1.10
Drywall Taper, Finisher	23.00	23.00	1.10
Drywall Machine Operator	23.50	23.50	1.10
Spray	23.50	23.50	1.10
Epoxy (Brush-Roller)	23.50	23.50	1.10
Epoxy (Spray)	23.50	23.50	1.10
Sandblasting (Operator)	23.50	23.50	1.10
Boatswain Chair	23.50	23.50	1.10
Swing Scaffold	23.50	23.50	1.10
Structural Steel	23.50	23.50	1.10
(except bridges,tunnels,tanks)			
Coal Tar epoxy	24.50	24.50	1.10
Asbestos related work	25.20	25.20	1.10

*To be allocated at a later date.

NOTE: FOR ANY SHIFT WHICH STARTS PRIOR TO 6:00 AM OR AFTER 12:00 NOON ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL \$2.00 PER HOUR ABOVE THE APPLICABLE WAGE SCALE.

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

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$17.19	\$18.09
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OVERTIME PAY

See (B, E2, F, R) on OVERTIME PAGE

NOTE: In Nuclear Power Plants - Double time where the other trades are receiving double time.

HOLIDAY

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

REGISTERED APPRENTICES

As of 05/01/2012

WAGES: 750 hour terms at the following percentage of Journeyman's basic wage rate:

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

SUPPLEMENTAL BENEFITS per hour worked:

Appr	50% & 55%	\$5.20	\$5.25
Appr	60% & 65%	5.20	5.25
Appr	70% & 75%	6.38	6.43
Appr	80% & 90%	7.54	7.59

GRANDFATHERED APPRENTICES:

Painter	Wage	Supplements
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4001-5000 hrs:	\$16.10	\$6.38
5001-6000 hrs:	17.25	6.38
6001-7000 hrs:	18.40	7.54
7001-8000 hrs:	20.70	7.54

Taper/Finisher	Wage	Supplements
3001-4000 hrs:	\$15.11	\$5.20
4001-5000 hrs:	17.44	6.38
5001-6000 hrs:	19.76	6.38

6-31

Painter - Metal Polisher **06/01/2014**

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT 8**

ENTIRE COUNTIES

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

WAGES

07/01/2013

Metal Polisher	\$ 27.15
Metal Polisher**	\$ 28.24
Metal Polisher***	\$ 30.65

**Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2013

Journeyworker:
 All classification \$ 13.61

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:

1st	2nd	3rd
\$11.00	\$12.50	\$15.50

Supplementals benefits:

Per hour paid:	1st	2nd	3rd
	\$ 9.94	\$10.31	\$10.51

8-8A/28A-MP

Plumber **06/01/2014**

JOB DESCRIPTION Plumber **DISTRICT 6**

ENTIRE COUNTIES

Chemung, Cortland, Onondaga, Schuyler, Tompkins

PARTIAL COUNTIES

Madison: Only the Townships of Sullivan, Cazenovia and De Ruyter.

Seneca: Only the Townships of Covert and Lodi.

Steuben: Only the Townships of Addison, Bath, Bradford, Campbell, Canton, Corning, Erwin, Hornby, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana and Wayne.

Tioga: Only the Townships of Barton, Berkshire, Candor, Richford, Spencer, Nichols and Tioga.

WAGES

Per hour:	07/01/2013	05/01/2014
		*Additional

Plumber/Steamfitter	\$30.36	\$1.55
Pipefitter/Welder/HVAC	30.36	1.55
Refrigeration	30.36	1.55

*To be allocated at a later date.

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

1st Shift	7:30 AM to 4:00 PM	\$ 30.36
2nd Shift	4:00 PM to 12:00 AM	ABOVE RATE PLUS 15%
3rd Shift	12:00 AM to 7:30 AM	ABOVE RATE PLUS 20%

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$22.07
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OVERTIME PAY

Time & 1/2 for 9th & 10th hours Monday thru Friday and first 10 hours on Saturday. All other O.T. hours are double-time.

HOLIDAY

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: One year terms

1st - \$15.18	2nd - \$16.70	3rd - \$18.22	4th - \$21.25	5th - \$25.81
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SUPPLEMENTAL BENEFITS per hour worked:

1st - \$10.30	2nd - \$19.71	3rd - \$19.97	4th - \$20.49	5th - \$21.29
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6-267-SF

Roofer

06/01/2014

JOB DESCRIPTION Roofer

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Franklin, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence

WAGES

Per hour 07/01/2013

Roofer, Waterproofer	\$26.05
Green Roofing **	26.30

Addtl per hr for Pitch Removal & Application	.90
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Addtl per hour for Asbestos Abatement	1.20
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NOTES:

Does not include metal flashing, gravel stop and metal roofing; see Sheetmetal Worker wage schedule.

* To be allocated at a later date

** Green Roofing is any component of green technology or living roof above the roof membrane. Including but not limited to the fabric, dirt and plantings.

WHEN MANDATED BY THE OWNER OR AGENCY FOR HOURS WORKED AFTER 5:30 PM AND BEFORE 5:30 AM, THERE WILL BE AN ADDITIONAL \$3.75 PER HR PREMIUM.

SUPPLEMENTAL BENEFITS

Per hour worked: \$16.52

Additional contribution .75
 on any Asbestos Abatement work.

OVERTIME PAY

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

* Saturday may be paid at straight time if it is the 5th day worked, unless it was a previously scheduled work day. If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms

1st term (0 to 1000) \$14.33
 2nd term (1001 to 2000) 16.93
 3rd term (2001 to 3000) 19.54
 4th term (3001 to 4000) 22.14

Additional per hour:
 Green Roofing \$.25
 Pitch Removal & Appl. .90
 Asbestos Abatement 1.20

SUPPLEMENTAL BENEFITS per hour worked:

1st & 2nd term \$13.07
 3rd term 15.52
 4th term 16.52

Additional contribution .75
 on any Asbestos Abatement work

6-195

Sheetmetal Worker 06/01/2014

JOB DESCRIPTION Sheetmetal Worker **DISTRICT 6**

ENTIRE COUNTIES

Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES

Per hour:	07/01/2013	05/01/2014	05/01/2015 *Additional
Sheetmetal Worker:			
** (under \$10 million)	\$27.06	\$ 27.06	\$.75
** (over \$10 million)	28.06	28.06	.75

*To be allocated at a later date.

**For total cost of Sheetmetal contract only.

TO INCLUDE METAL STANDING SEAM ROOFING, FLASHINGS AND GRAVEL STOP.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$17.00 plus 3% of hourly wage paid	\$ 17.75 plus 3% of hourly wage paid
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Note: The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

When any holiday falls on a Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES

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

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
40%	45%	50%	55%	60%	65%	70%	75%	80%	85%
\$10.82	\$12.18	\$13.53	\$14.88	\$16.24	\$17.59	\$18.94	\$20.30	\$21.65	\$23.00

SUPPLEMENTAL BENEFITS per hour worked:

07/01/2013

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$9.92*	10.31*	10.71*	11.10*	11.49*	11.89*	13.31*	13.70*	14.10*	14.50*

05/01/2014

\$10.04*	10.41*	10.79*	11.16*	11.55*	11.93*	13.34	13.71*	14.09*	14.47*
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*Plus 3% of hourly wage paid. The 3% is based on the hourly wage paid, straight time or premium rate.

6-58

Sprinkler Fitter

06/01/2014

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour	07/01/2013
Sprinkler	\$ 29.83
Fitter	

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 20.52
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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: 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 wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 15.08	\$ 15.08	\$ 16.26	\$ 17.77	\$ 19.28	\$ 20.79	\$ 22.29	\$ 23.80	\$ 25.31	\$ 26.82

Supplemental Benefits per hour worked

07/01/2013

1st & 2nd Terms	\$ 8.60
3rd Term	14.87
4th Term	14.91
5th Term	20.21
6th Term	20.25
7th Term	20.30
8th Term	20.34

9th Term	20.39
10th Term	20.43

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

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 13.57	\$ 15.08	\$ 16.26	\$ 17.77	\$ 19.28	\$ 20.79	\$ 22.29	\$ 23.80	\$ 25.31	\$ 26.82

Supplemental Benefits per hour worked
 07/01/2013

1st Term	\$ 8.56
2nd Term	8.60
3rd Term	14.87
4th Term	14.91
5th Term	15.46
6th Term	15.50
7th Term	15.55
8th Term	15.59
9th Term	15.64
10th Term	15.68

1-669

Teamster - Building	06/01/2014
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JOB DESCRIPTION Teamster - Building

DISTRICT 6

ENTIRE COUNTIES

Onondaga

PARTIAL COUNTIES

Madison: Only the Townships of Cazenovia, De Ruyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.
 Oswego: All Townships except Redfield, Sandy Creek and Boylston.

WAGES

Per hour:

- GROUP A: Straight Trucks, Mechanic Helper, Parts Chaser.
- GROUP B: Tractor Trailer, Farm Tractor, Fuel Tank.
- GROUP C: Euclid.
- GROUP D: Mechanic-on-Site.

	07/01/2013	06/01/2014	06/01/2015
Building:(under \$ 5 million)			
GROUP A	\$20.23	\$20.33	\$20.43
GROUP B	20.23	20.33	20.43
GROUP C	20.23	20.33	20.43
GROUP D	20.23	20.33	20.43
Building:(over \$ 5 million)			
GROUP A	21.28	21.38	21.48
GROUP B	21.38	21.48	21.58
GROUP C	21.63	21.73	21.83
GROUP D	21.23	21.33	21.43

SUPPLEMENTAL BENEFITS

Per hour worked:

(under \$5 Million)	\$18.49	\$19.64	\$20.79
(over \$5 Million)	19.14	20.29	21.44

OVERTIME PAY

On Job site See (D,O) on OVERTIME PAGE
 Over road See (B,H) on OVERTIME PAGE

HOLIDAY

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

Teamster - Heavy&Highway

06/01/2014

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Onondaga

PARTIAL COUNTIES

Madison: Only the Townships of Cazenovia, De Ruyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.

Oswego: All Townships except Redfield, Sandy Creek and Boylston

WAGES

Per hour:

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trks(straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers & Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers. Tandems and Batch Trucks, Mechanics, Dispatcher, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP 2:

Specialized Earth Moving Equip, Euclid type, or similar off- highway, where not self-loading, Straddle (Ross) Carrier and self-contained concrete mobile unit, Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour:	07/01/2013	07/01/2014	07/01/2015
Heavy/Highway:			
Group #1	\$21.09	\$21.84	\$22.62
Group #2	21.29	22.04	22.82

*For all work bid on or after April 1,1988 there shall be a twelve month carry over of the rates in effect at the time of the bid.

Addl \$ 1.50 per hr on City, County or Federal/State designated hazardous waste site when personal protection is required, by regulation to be used or worn.

SUPPLEMENTAL BENEFITS

Per hour paid:	\$19.98	\$20.73	\$21.45
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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

6-317h

Welder

06/01/2014

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2013

Welder (To be paid the same rate of the mechanic performing the work)

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.

- (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
- (A) Time and one half of the hourly rate after 7 hours per day
- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (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
- (B) Time and one half of the hourly rate after 8 hours per day
- (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.
- (E5) Double time after 8 hours on Saturdays
- (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
- (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
- (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

- (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.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

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 - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>

Appendix D

Sample Contract

Solicitation No. IFB# 1869

Chiller Maintenance at the Senator Hughes State Office Building

Syracuse – New York

STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
AGREEMENT FOR
CHILLER MAINTENANCE SERVICES
AT THE SENATOR HUGHES STATE OFFICE BLDG.
IN SYRACUSE - NEW YORK
WITH
(CONTRACTOR)
CONTRACT # C00XXXX

THIS AGREEMENT, made this ____ day of _____, 2012 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 Chiller Maintenance at the Senator Hughes State Office Building located at 333 East Washington Street, Syracuse – New York (hereinafter the "State Office Building") and in fulfilling its responsibility deems it necessary to obtain chiller systems maintenance service therefore, and

WHEREAS, OGS has determined after having solicited proposals from proposers willing to supply these services, that the Contractor submitted the proposal affording the State the best value for such services and that the Contractor possesses the necessary capacity, experience and expertise for provision of chiller maintenance services, 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 chiller maintenance services 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 \$XXXXXX. Services performed beyond this amount will not be compensated.

2. TERM

This Agreement shall commence upon OSC approval and will be in effect for five (5) years, unless sooner terminated as herein specified.

3. SERVICES

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Invitation for Bid No. 1869, 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 or 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 – IFB # 1869 including Addenda
- (iv) Appendix C – Contractor's Proposal

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

15. FORCE MAJEURE

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

16. ASSIGNMENT BY STATE

The State agrees not to assign this Agreement without prior notice to and reasonable consent of the Contractor provided, however, that this Agreement may be assigned without such consent to another agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the pertinent functions of OGS as an agency are 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 Office of Cyber Security and Critical Infrastructure Coordination, the State Consumer Protection Board, 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. MWBE/EEO

I. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“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. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. OGS hereby establishes an overall goal of 20% for MWBE participation, 5 % for Minority-Owned Business Enterprises (“MBE”) participation and 5 % for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html> . Additionally, Contractor is encouraged to contact the Division of Minority and Woman 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. Pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-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.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
 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.
 2. The Contractor shall certify and affirm 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.
 3. The Contractor's EEO policy statement shall include the following language:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- c) 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.
- d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 3 and Paragraph "E" of this Section II, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
- C. Form EEO 100 - Staffing Plan. To ensure compliance with this Section, the Contractor shall submit a staffing plan 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. Contractors shall complete the Staffing plan form and submit it as part of their contract.
- D. Form EEO 102 - Workforce Employment Utilization Report ("Workforce Report")
- Contractor agrees it is responsible for updating and providing notice to the OGS of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract 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 Workforce Report must be submitted to report this information.
- E. 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. MWBE Utilization Plan

- A. Contractor certifies that it has submitted a MWBE Utilization Plan to OGS and will follow such Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- B. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form (BDC 333) documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- B. If the OGS, upon review of the MWBE Utilization Plan and updated Quarterly 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, the 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.

VI. Monthly MWBE Contractor Compliance Report

Contractor is required to submit a Monthly MWBE Contractor Compliance Report (Form MWBE 102) to OGS by the 10th day of the month during the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

- A. Where OGS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the OGS liquidated damages.

- 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. In the event a determination has been made, after Contractor has been afforded the process that it is due, which requires the payment of 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 Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the OGS.

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

Request for Proposal

SAMPLE

Appendix C

Contractor's Proposal

SAMPLE

Appendix D

Prevailing Wage Rate Schedule

SAMPLE

ATTACHMENT 1

IFB No. 1869 Chiller Maintenance Services @ the Senator Hughes SOB Syracuse, New York

BID PROPOSAL FORM

CONTRACT NO. _____

(To be completed by Agency)

Office of General Services
Division of Financial Administration
Corning Tower - 32nd Floor
The Governor Nelson A. Rockefeller
Empire State Plaza
Albany, New York 12242

(NOTE: Bid Proposal Form must be completed and signed in triplicate herein.)

Gentlemen:

_____ agrees to provide all necessary maintenance, inspections, and annual operation in accordance with the specifications in this proposal, for the (2) Chillers located at the Senator Hughes State Office Building, Syracuse, NY for the price(s) bid below:

A. **Maintenance & Inspections** for (Monthly base bid) = \$ _____
A.1. **Monthly Base Bid: (A. x 12 months)** = \$ _____

Additional Services:

B. **Labor:** estimated (50) hours x **hourly rate** of \$ _____/hour = \$ _____

C. **Material Markup:** estimated (\$2200) plus markup of ____% = \$ _____
(e.g., 5% x \$2200 = \$110 + \$2200 = \$2310)

D. **Subcontractor Markup:** estimated (3500) plus markup of ____% = \$ _____
(e.g., 5% x \$3500 = \$175 + \$3500 = \$3675)

TOTAL ANNUAL BID (A1 + B + C) = \$ _____

DATE

SIGNATURE

NAME

ATTACHEMENT 2

IFB 1869 CHILLER MAINTENANCE AT THE SEN. HUGHES SOB SYRACUSE – NY

FACILITY SITE VISIT VERIFICATION FORM

To be submitted with Bid

I, _____, representing _____
(name) (company name)

by personal examination of the specification and review of the actual work to be performed at the

(facility name and address)

on _____, at, _____, met with the
(day and date) (time)

Facility Manager and designated representative to comply with the site visit verification requirement as stated in the contract specification.

(company representative signature)

(date)

(EMAIL ADDRESS)

FOR THE OFFICE OF GENERAL SERVICES' USE ONLY

Verification of site visit confirmed by OGS representative.

Print Name: _____

Title: _____

Signature: _____