Request for Proposal

solicited by the

New York State Office of General Services

For

Integrated Facility Management

at the

Hudson Valley Transportation Management Center

(HVTMC)

Solicitation Number: 1862
Release Date: April 16, 2014
Pre-Registration: COB Friday May 2, 2014
Mandatory Conference/Site Visit: May 7, 2014 @ 10:00 AM EST
Proposals Due: June 3, 2014 @ 2:00 PM EST
Designated Contact: Tammy Rock, CMS
NYS Office of General Services
Financial Administration, 32nd Floor
Corning Tower, Empire State Plaza
Albany, NY 12242
Voice: 518-474-5981
Email: tammy.rock@ogs.ny.gov
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1. Introduction

1.1 Overview

OGS is seeking an Integrated Facility Management Contractor(s) (also referred to herein as “IFM” or the “Contractor”), to enter into a five year term contractual agreement, to provide full service, professional building and grounds operation, maintenance and management services. Bidders will be required to provide a price for all administrative services, building services and capital projects. This solicitation is being advanced through a Request for Proposal (RFP) process. OGS will select the firm which provides the best value to the State.

This RFP outlines the terms and conditions, and all applicable information required for submitting a proposal. All Bidders should pay strict attention to the bid submission date and time to prevent disqualification. To insure compliance with bid requirements and prevent possible disqualification, Bidder must follow the format and instructions in Section VI – FORMAT AND CONTENT OF BID SUBMITTAL.

The mission of New York State Office of General Services’ (OGS) is to provide coordinated customer focused support service to New York State agencies, political subdivisions, not-for-profit organizations, and the public in a business-like manner through the development and management of efficient, timely, and cost-effective programs. OGS supports the operations of State agencies and helps reduce government costs, in part, by providing essential real estate services.

Since taking office in January, Governor Andrew Cuomo has committed his administration to implementing enterprise-wide changes that will utilize modern business practices in running New York State government. New Yorkers need a government in which they can take pride, and this comprehensive overhaul of operations will help accomplish that goal. This RFP is a part of Governor Cuomo’s Procurement Transformation, by the Division of the Budget and the Office of General Services, and focuses on implementing best practices and identifying opportunities for savings. The new procurement process will balance the needs of achieving savings with the administration's policy goals of encouraging small businesses and certified minority and women business enterprises. The scope, contents and format of this RFP are structured in accordance with the goals of the initiative and a Bidder is encouraged to review the information contained in this RFP thoroughly to understand the extent of changes from the present contracts. For more information on the initiative, a Bidder can refer to: http://www.governor.ny.gov/press/10122011ImproveGovernmentEfficiency and http://www.ogs.ny.gov/BU/PC/SourcingFAQ.asp.

<table>
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<tr>
<th>Facility Name</th>
<th>Address</th>
<th>City</th>
<th>Zip Code</th>
<th>Gross Building Area (sqft)</th>
<th>Total Rentable Area (sqft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hudson Valley Transportation Management Center</td>
<td>200 Bradhurst Avenue</td>
<td>Hawthorne</td>
<td>10532</td>
<td>108,634</td>
<td>101,520</td>
</tr>
</tbody>
</table>

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Tammy Rock, New York State Office of General Services, has been designated the ONLY contact for this procurement solicitation and may be reached by email, voice or fax for all inquiries regarding this solicitation.
Tammy Rock  
New York State Office of General Services  
Financial Administration, 32nd Floor  
Corning Tower, Empire State Plaza  
Albany, New York 12242  
Voice: 1-518-474-5981  
Email: Tammy.Rock@ogs.ny.gov

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

Warren Joscelyn  
New York State Office of General Services  
Financial Administration, 32nd Floor  
Corning Tower, Empire State Plaza  
Albany, New York 12242  
Voice: 1-518-474-5981  
Email: Warren.Joscelyn@ogs.ny.gov

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

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

1.3 Minimum Proposer Qualifications

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

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

The Proposer shall submit satisfactory evidence and the Commissioner or his/her designated representative shall have the right to reject responses to this solicitation of any Proposer who is unable to provide satisfactory evidence as to the following qualifications:

a. Proposer must currently and for the past two consecutive years immediately prior to the proposal due date manage at least four (4) Buildings consisting of a total of at least 500,000 square feet of Gross Building Area. One (1) of the four (4) buildings must operate as a 24/7 facility similar to building in this bid, and be at least 100,000 square feet of Gross Building Area. Services provided by Proposer for these buildings must be as a full operations, maintenance, and management contractor.

1.4 Mandatory Pre-Proposal Conference and Site Visit

Proposers intending to submit a proposal will be required to attend a mandatory pre-proposal conference/site visit which will include an informational meeting and a tour of the building on the date and
time indicated in Section (1.5) Key Events below. This is the only date and time available for inspection. Alternate dates for additional site inspections will not be available.

The session will begin with a brief conference at the designated location and will proceed with the tour of the building. The tour will conclude with a wrap up / question & answer period. Attendees will be required to participate in the entire session. Failure to do so will result in rejection. Note that this process is expected to take several hours and attendees should prepare accordingly.

Failure to attend the mandatory pre-proposal conference/site visit will result in rejection of the proposal. The facilitator of the event will publicly announce the official start time of the pre-proposal conference/site visit, which announcement shall be made no sooner than the time stated in Section (1.5) of Key Events below. Prospective proposers arriving after the official start time of the pre-proposal conference/site visit will be precluded from attending the pre-proposal conference/site visit, and therefore unable to submit a responsive proposal.

IMPORTANT: Proposers are strongly encouraged to pre-register at least 48 hours in advance via e-mail with the OGS Designated Contact, Tammy Rock, at the e-mail address in Section 1.2.

Because of the required pre-screening stated below, failure to register timely may result in not being allowed access to the event and therefore being unable to submit a responsive proposal. A maximum of four (4) persons may attend for each proposer. The e-mail must include:

- Legal name of proposer (Contractor name)
- Name and title for each person attending
- A copy of their driver’s license or the NYS driver’s license number
- E-mail address and telephone number for person to contact regarding any updates to the RFP.

*The information provided will be used to conduct a required pre-screening by the on-site New York State Police.*

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

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

The pre-proposal conference/site visit will provide an opportunity for Proposers to see firsthand the existing equipment, the tasks to be performed and the special needs of the facility. Questions during the pre-proposal conference/site visit will be permitted. It is suggested that the Proposer note the question and ask at the end of the tour.

Verbal answers are 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 (1.5) 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-proposal conference/site visit. Only answers provided by addendum are considered official.

NOTE: If there are any questions Proposers would like addressed at the pre-proposal conference/site visit, Proposers should submit them in writing as instructed in Section (1.5) – Key Events, to the designated contact prior to the date of the conference/site visit. Questions during the pre-proposal conference/site visit will be permitted, however, only questions submitted in writing and answered via addendum will be considered official.

Appendix C – Cost Proposal Form will be sent via email in Excel format to the attendees of the mandatory site visit. The cost proposal form shall be completed and delivered electronically to
Tammy.rock@ogs.ny.gov by the bid due date and time listed in Section 1.5 Key Events. Cost proposal forms received after the proposal due date and time will be considered late and non-responsive.

1.5 Key Events

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

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
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<tbody>
<tr>
<td>Solicitation #1862 Released</td>
<td>April 16, 2014</td>
</tr>
<tr>
<td>Pre-Registration for Conference/Site Visit</td>
<td>Friday May 2, 2014 close of business</td>
</tr>
<tr>
<td>Mandatory Pre-Proposal Conference/Site Visit</td>
<td>Wednesday May 7, 2014 @ 10:00 AM ET</td>
</tr>
<tr>
<td>Proposer Questions Due</td>
<td>Friday May 9, 2014 close of business</td>
</tr>
<tr>
<td>Responses to Questions (estimated)</td>
<td>Thursday May 15, 2014</td>
</tr>
<tr>
<td>Proposals due to OGS</td>
<td>Tuesday June 3, 2014 @ 2:00 PM ET</td>
</tr>
<tr>
<td>Interview Proposers (estimated)</td>
<td>June 9-13, 2014</td>
</tr>
<tr>
<td>Vendor Selection (estimated)</td>
<td>June 23, 2014</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>August 7, 2014</td>
</tr>
<tr>
<td>Onsite Operations begin</td>
<td>August 7, 2014</td>
</tr>
</tbody>
</table>

1.6 Glossary of Terms

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

“Contractor” shall mean a successful bidder awarded a contract pursuant to this Solicitation.

“Request for Proposal”, “RFP”, or “Solicitation” 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.

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

“Project Leader” shall mean Contractor’s corporate representative.

“OSC” shall mean the Office of the New York State Comptroller.

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

“RPM&F” shall mean the New York State Office of General Services Real Property Management & Facilities.

“Executive Director” shall mean the Executive Director of RPM&F or duly authorized representative.

“Facility Manager” shall mean the Facility Manager of RPM&F or duly authorized representative.

“Sub-contractor” shall mean a third party Contractor hired by the Contractor to perform services pursuant to this solicitation.

"Normal Business Hours" shall mean Monday through Friday 7am to 6pm.
2. Proposal Submission

2.1 Solicitation Questions and Clarifications

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

Tammy Rock  
New York State Office of General Services  
Financial Administration, 32nd Floor  
Corning Tower, Empire State Plaza  
Albany, NY 12242  
Phone: 1-518-474-5981  
E-mail: tammy.rock@ogs.ny.gov

Questions and requests for clarification are only accepted via e-mail.

Deadline for submission of questions will be as stated in Key Events – Section 1.5

Official answers to questions will be provided via addendum per the date shown in Section 1.5 Key Events by the Issuing Office and distributed via email to all interested Proposers who attended the mandatory pre-proposal conference.

2.2 Proposal Format and Content

In order for the State to evaluate proposals fairly and completely, Proposers should follow the format set forth herein and provide all of the information requested. All items identified in Sections 2.2.1 thru 2.3 must be addressed as concisely as possible in order for a proposal to be considered complete. Failure to conform to the stated requirements and format may necessitate rejection of the proposal.

2.2.1 Technical Proposal

2.2.1.1 Cover Letter

The cover letter must confirm that the Proposer will comply with all the provisions of this solicitation and should state that, should the contract be awarded to your company, you would be prepared to begin in accordance with the provisions in Section 3.3.

The cover letter must include the full contact information of the person(s) OGS shall contact regarding the proposal. A Proposer representative authorized to make contractual obligations must sign the cover letter.

2.2.1.2 Minimum Qualifications

Proposer must provide the following information for the contracted facilities intended to fulfill the requirements in Section 1.3

- Facility statistical data (square feet, building use / purpose, name of building owner, etc.)
- Beginning and ending contract term dates, reference contact information (name, title, phone number and e-mail address)  
  A list of services provided for each contract; identify if these services are performed by the proposer or contracted out.

NOTE: OGS may contact these references. It is the proposer's responsibility to ensure that the reference contact can be reached and will be able to verify information.
2.2.1.3 Transition Plan

Upon approval of the contract by the Office of the New York State Comptroller (OSC), the Contractor, the Contractor’s transition team and appropriate sub-contractors will have access to each Facility and all operating systems therein.

The Contractor shall provide a written Transition Plan as soon as practicable, and not later than 45 days subsequent to the contract commencement date which should include but not be limited to the following:

i. The makeup of the transition team,

ii. A schedule of milestones/deliverables for the successful transition of all building services

2.2.1.4 Plan of Operation

The Contractor shall provide a written Plan of Operations which should include but not be limited to the following:

- In the Proposer’s own words, their understanding of the issues and tasks of the facility at hand.

- Proposers are required to present a detailed description of the methodology to be used by their firm in achieving the objectives and accomplishing the tasks described in this solicitation, with separate and specific reference to each subsection in Section 5 – Statement of Work. This detail should include but not be limited to providing specific information containing the following:
  i. Customer Service Approach;

What is the Contractor’s approach to obtaining optimal results regarding the fulfillment of tenant requests and for measuring the level of tenant satisfaction?

  ii. Indicate the anticipated breakdown of work to be performed directly by contractor’s on-site staff, and the specific work to be subcontracted. Specifically, identify your intended plan for each and every service for each building.

  iii. Corporate Support of On-site Personnel;

What will be the specific duties of the on-site personnel?

What other type of corporate support will be provided?

  iv. What are the latest technologies and equipment being utilized by your Contractor that you propose to utilize within this contract

  v. Your plan for the delivery of Itemized Services utilizing in-house and subcontractors

  ✓ For EACH building service category as described in Item 2 (Itemized Building Services) and Item 3 (General Repairs, Supplies and Services) describe your proposed method of delivering these services, including labor, materials and equipment, broken down by in-house vs. sub-contract providers.

  ✓ Name of the firm intended to provide the service. Your experience with the intended firm.

  ✓ Name, phone number and e-mail address of the firm’s primary contact regarding the arrangement.
vi. **Equipment**
List the specific equipment that will be utilized to compliment and/or augment the equipment provided by OGS, for each of the buildings in this contract. Provide a complete inventory that will be stored at each building.

vii. **List the sources of supplies and materials that will be utilized to support all aspects of building operations at each of the buildings.**

viii. **Recordkeeping and Reporting (see Section 5.5.7 for Reporting Requirements)**
Will the onsite staff be responsible for all administrative duties, including all required monthly reports to OGS?

### 2.2.1.5 **Qualifications**
Proposers are asked to describe their capabilities to provide the services requested in this Solicitation. The Proposers shall provide:

a. An explanation of why their firm is the best qualified to perform the duties defined herein this solicitation and demonstrate its qualifications including an item-by-item disclosure outlining how the Proposer meets the requirements of this Solicitation.

b. A description of any specific experience and qualifications in building management and any specific experience it has in each of the particular building operations and management disciplines cited in Section 5.3.1 Overview,

c. A sample (or actual if available) of a Facility Operations Manual containing actual procedures developed, reports generated, forms utilized, staffing plans, emergency management plans and other pertinent data that will assist the State to determine the technical merit of the proposer.

d. A detailed description the qualifications of each sub-contractor proposed for each of the Itemized Building Services (Item 2) contracts.

### 2.2.1.6 **References**
Proposer shall provide the following reference data for each of the facilities being maintained, including those identified per Section 1.3 – Minimum Proposer Qualifications, by the Proposer/Proposer’s company. OGS may contact the references at its option. The reference data must include:

a. The type/usage of building;

b. The building’s interior gross square footage;

c. Contract term/duration;

d. Building owner/contract client name;

e. Client contact person;

f. Contact person’s title, address, telephone number, and email.

### 2.2.1.7 **Staffing/Staffing Plan**
The Bidder shall provide a staffing plan indicating the proposed deployment of management, engineering and technical staff at each building which shall include but not be limited to providing the following services;

a. Building Management,

b. Emergency Response,

c. Routine Preventative Maintenance,
d. Repairs and Improvements,
e. Financial Administration and Reporting,
f. Use of sub-contractors.

Your plan of approach to the assignment of in-house staff services described in this Solicitation:

✔ Describe your detailed plan to cover all shifts of onsite personnel in the case of an absence (i.e. illness, personal day or vacations), broken down by full time and part time employees and how you project work schedules and shifts against the Solicitation requirements.

✔ Will work be performed by specialized teams?

The staffing plan format and specific content is left up to the discretion of the proposer. **However, please note that the staffing plan will be considered in the technical scoring.**

The Proposer shall provide:

- The size and experience of the corporate staff pool from which staff assigned to the management contract can be drawn.
- The level of staff to be assigned to this project. Identified staff must have direct building maintenance related experience.

The composition of the staff/team the Proposer shall dedicate to each building including:

- Their function in the Contractor, title, role in this contract and number of years’ service with the Proposer’s firm name.
- Detailed resumes for the specific individuals designated to work on this contract, specifying educational and work experiences deemed relevant to the type of work to be undertaken.

- The name of the person or persons designated as the onsite “Property Manager” that will be responsible for the day-to-day coordination between tenant representatives and work efforts of onsite employees as well as subcontractors, for each building, or buildings. In addition, provide the name of the corporate representative/Property Manager’s supervisor who will be responsible for the Property Manager(s) performance. Indicate corporate representative’s availability to OGS if needed to resolve issues. Information to be provided regarding the Property Manager and his/her supervisor is to include:
  - Contact information, complete resume
  - Length of career in providing Building Management Services;
  - Professional designations;
  - Number and size of buildings managed in the last three years.

- The name of the person or persons designated as the “Chief Building Engineer” that will be responsible for the overall management and supervision of all building mechanical and electrical systems, for each building or buildings. Information to be provided regarding the Chief Building Engineer and his/her supervisor is to include:
  - Contact information, complete resume
  - Length of career in providing Building Engineering Services;
c. Professional designations;
d. Number and size of buildings managed in the last three years.

OGS retains the right to request additional information from Proposers, pertaining to the Proposer’s ability, qualifications, and procedures proposed to accomplish all work specified under this solicitation.

2.2.2 Cost Proposal

Bidder must submit a completed Appendix D – Cost Proposal Form

Bidder must complete each section of the cost proposal as provided. Any additions, incompletion, altering qualifiers, assumptions or clarifications to the cost proposal form will result in rejection (also see Section 2.3 Packaging of RFP Response and 3.4 Price

2.2.3 Administrative Proposal

2.2.3.1 Company Information

In response to this Solicitation, all Proposers must provide the following:

a. With bid submission, without expense to NYS, the bidder shall provide evidence of bond ability in the sum of $500,000.00. Acceptable evidence of bondability is a writing issued by a bank, bond company, or bond agency guaranteeing issuance of a bond, payable to State of New York, in the amount required and for the term of any contract resulting from this RFP. See Section 3.7 Bonding Requirements.
b. Headquarters/Parent Company locations
c. History of Firm
d. Internet Web site Address (if any)
e. Organization Chart of Business Entity
f. Office Locations and Total Number of Employees at each
g. Primary and Secondary Business (core competencies)
h. Client List
i. Home office address and telephone number and local address and phone number

2.2.3.2 General Procurement Forms

- Documents From Appendix B – General Procurement Forms
- Contractor information
- Procurement Lobbying Forms
- Taxation & Finance Contractor Certification
- MacBride Principles
- Non/Collusive Bidding Certificate
2.3 Instructions for Packaging of RFP Response

Bidders must separate the Cost Proposal Form (Appendix D) from all other documents and submit these as two separate packages.

Please submit:

- The cost proposal form shall be completed and delivered electronically to tammy.rock@ogs.ny.gov by the bid due date and time of June 3, 2014 at 2:00 PM EST. Cost proposal forms received after the proposal due date and time will be considered late and non-responsive.
- 6 copies of technical
- 3 copies of administrative proposal (Appx B)

(The proposal documents must be submitted by mail, hand delivery, overnight carrier or certified mail in packages showing the following information on the outside:
  a. Proposer's complete name and address
  b. Solicitation Number – 1862 (this document)
  c. Proposal Due Date and Time: (as indicated in section 1.5, Key Events)
  d. Proposer for Integrated Facilities Management, HVTMC

Failure to complete all information on the proposal envelope and/or packages may necessitate the premature opening of the proposal and may compromise confidentiality. The technical proposal and Appendix B documents will not be accepted electronically.

2.4 Instructions for Proposal Submission

Note that these instructions supersede the generic instructions posted on the OGS website bid calendar.

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

OGS Financial Administration
Empire State Plaza, Corning Tower, 32nd Floor
Albany, NY 12242
Attn: Tammy Rock
RFP # 1862

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

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

The cost proposal form shall be completed and delivered electronically to tammy.rock@ogs.ny.gov by the bid due date and time of June 3, 2014 at 2:00 PM EST. Cost proposal forms received after the proposal due date and time will be considered late and non-responsive. All technical proposals are to be received by OGS as stated in RFP 1862 Section 2 Proposal Submission. The technical proposal and Appendix B documents will not be accepted electronically.

Proposals must be received in the above office on or before 2:00 PM on the date indicated in Section 1.5 Key Events. Proposers assume all risks for timely, properly submitted deliveries.

The received time of proposals will be determined by the clock at the above noted location.
NO CONSIDERATION WILL BE GIVEN TO PROPOSALS RECEIVED AFTER THE STATED DATE AND TIME.

Proposers mailing their proposal must allow sufficient mail delivery time to ensure receipt of their proposal 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 proposer entity shall not excuse late Proposal submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Proposal submissions. Proposers are cautioned that receipt of proposals in the OGS Mailroom is NOT sufficient, and that at least historically, 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.

Proposals 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 Proposer. A proposal 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 proposal in writing by Proposer. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing Office to the successful Proposer. This RFP remains the property of the State at all times, and all responses to this RFP, once delivered, become the property of the State.

**Important Security Procedures for Delivered Proposals:**

Security procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering proposals. Vendors are encouraged to pre-register by contacting the OGS Finance Office at 518-474-5981 at least 24 hours prior to the proposal 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 security system. Access will not be allowed until the security system has been updated. Visitors are encouraged to pre-register to ensure timely access to the building. Vendors who intend to deliver proposals or conduct business with OGS should allow extra time to comply with the security procedures. These security procedures may change or be modified at any time.

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

[http://www.ogs.state.ny.us/parking/forVisitor/visitor.html](http://www.ogs.state.ny.us/parking/forVisitor/visitor.html)
3. Administrative Information

3.1 Issuing Office

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

3.2 Method of Contract Award

A single award shall be made to the vendor who has the best value responsive and responsible proposal. Upon determination of the best value proposer, a Service Agreement, a sample of which is attached to the RFP as Appendix E – Sample Contract will be completed with the successful bidder’s information and appended to this RFP and the successful bidder’s bid to form the contract between the parties. This contract will be forwarded to the successful proposer for execution and returned to the issuing office to be processed for all necessary signatures and State approvals. Upon final approval, a fully executed copy will be forwarded to the contractor.

3.3 Term of Contract

This contract will commence August 7, 2014. The contractor will assume full on-site contract services August 7, 2014. The contract will terminate on August 6, 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 Solicitation and no liability shall be incurred by or arise against OGS, its agents and employees therefore for lost profits or any other damages resulting there from. This provision should not be understood as waiving the State’s right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. See Section 6.12 – Termination.

3.4 Price

All Proposers must submit their cost using Appendix D marked "Cost Proposal Form." Any additions, incompletion, altering qualifiers, assumptions or clarifications to the cost proposal form will result in rejection (also see Section 3.9 Proposal Exceptions).

The following descriptions are provided as a guideline of where OGS would expect bidders to include specific costs. However, bidders should consider the dollars provided in item 3, and ensure that their not-to-exceed prices bid in items 1 and 2 are sufficient and inclusive of all associated costs. Pricing will be represented in accordance with the cost proposal form(s) consisting of the following items:

Item 1. Administrative Services

This category includes Property Management Fee, professional fees, insurance, salaries, payroll taxes and Workers Compensation, and employee benefits.

- Property Management Fee shall include the cost of off-site corporate building management and administrative personnel, all overhead, profit, all administrative expenses including payroll processing cost, auditing, required background checks, accounting, reporting and other requirements. OGS will provide adequate work space for the Contractor’s on-site staff at no cost, but is not responsible for providing furnishings or equipment such as furniture, computers, copying and fax machines, office type software, telephones and cell phones, pagers, office supplies etc.
• Professional Fees shall include but not be limited to, third party accounting, legal, architectural/engineering, design, etc.

• Insurance (refer to Section 6.3 – Contractor Insurance Requirements)

• Salaries shall include all on-site personnel employed by the Contractor eg: Property Manager, Chief Building Engineer, technicians, administrative support staff, etc.

• Payroll taxes and Workers Compensation, Employee Benefits, associated with the Salaries listed above.

Bidders shall provide lump sum fixed pricing for the Administrative services outlined above.

**Item 2: Itemized Building Services**

For BASE BID services (as described in Exhibit B), bidders shall provide individual lump sum not-to-exceed prices for each of the Itemized Building Service categories for each building. Pricing shall be inclusive of all labor, materials and supplies necessary to complete the scope of work associated with each itemized service as detailed in Exhibit B, and shall be broken out on the bid form into the portion provided directly by the contractor, and any portion that will be provided by sub-contractors. These Itemized Building Services represent a portion of the total cost to operate, maintain, and manage the building.

**Item 3: General Repairs, Supplies and Services**

*Bidder will not provide a bid for this item.* Based on historical data, OGS has valued the general repairs, supplies and services categories for each building, other than the Itemized Building Services (Item 2 above), as represented on the bid form. Contractor will be obligated to provide all required services in this category within the budgeted amount per year.

The total of Items 1 through 3 above will be used (added together) to form a total bid value. The Total Bid Value will be used for evaluation purposes.

The submitted bids of the awarded contractor(s), Items 1 and 2, combined with the value of Item 3 will be used by OGS in establishing the total contract value. The total contract value shall not be exceeded without formal written approval by the Office of the State Comptroller. The contractor is cautioned to monitor the expenses against the total contract value. Services performed exceeding the established contract value will not be compensated.

### 3.5 Price Adjustment (Escalation / De-escalation)

This clause shall only apply to Item 1 (Administrative Services) and Item 2 (Itemized Building Services) bid amounts and will be broken out by category for each building when processed. This will be the only price adjustment mechanism allowed for the contract term for items 1 and 2.

The Contractor is to submit a bid that will be fixed for one (1) year only. On each anniversary date of the contract, the Contractor will be granted an increase or decrease in their bid, dependent upon fluctuations in the Consumer Price Index (CPI) for All Items, for the 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](http://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 2012, 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 2012 CPI and the June 2013 CPI and become effective in September 2013. 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 letter form, an adjusted rate and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request
and documentation must be received at the below address within three months of the base month. To ensure timely delivery, certified mail is recommended. 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. Request and documentation must be sent to the OGS Purchasing Unit, Corning Tower, 32nd Floor, Empire State Plaza, and Albany, New York 12242.

Should a contractor fail to submit the request and supporting documentation to the proper location within three months of the applicable base month date, contractor shall be deemed to have waived its 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

This contract shall be funded two times per year for a five year term. Contractor shall withdraw funds from the Operating Expense Account (refer to Section 5.7) for all expenses pursuant to the following:

- Item 1 (Administrative)
  The annual Property Management Fee, is to be withdrawn in twelve (12) equal monthly installments, for each year of the agreement.

- Item 2 (Itemized Building Services)
  Upon approval by the Property Manager, the Contractor shall withdraw from the Operating Expense Account on an as needed basis. Payments for Base Bid services within this category shall not exceed the Base Bid amounts for each item at each building.
    - Regarding Snow Removal, the Administrative bid amount will be readily available for withdrawal in four monthly installments December through March. The per occurrence rate can only be withdrawn after approval by the OGS Property Manager.

- Item 3 (General Repairs, Supplies and Services)
  Upon approval by the Property Manager, The Contractor shall withdraw from the Operating Expense Account on an as needed basis. All actual, necessary and appropriate expenses for general repairs, supplies and services in this category will be processed on a “pass through” basis with no markup allowed.

3.7 Bonding Requirements

With bid submission, without expense to NYS, the bidder shall provide evidence of bond ability in the sum of $500,000.00. Prior to actual performance under this contract, without expense to NYS, the Contractor shall supply a $500,000 surety bond or irrevocable letter of credit to OGS in a form satisfactory to OGS, conditioned upon the faithful performance of this contract in accord with the intent and purpose thereof, and guaranteeing payment to the State of New York by the Contractor of all monies due to New York State or due to others on behalf of the State of New York pursuant to the terms of this contract. The bond or letter of credit must remain in effect for the duration of the contract term.

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 Proposal Exceptions

The Issuing Office will consider all requests to waive any proposal requirement. However, proposers should be aware that failure to obtain a waiver of any proposal requirement in advance of proposal submission could result in rejection of Proposer’s proposal and disqualification from the process.

Proposers wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the ‘Questions Due Date’ as identified in Key Events (Section 1.5). The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the ‘Answers to Questions’ as identified in Key Events (if the response results in a change to the Solicitation), or directly to the requesting Proposer.

3.10 Dispute Resolution

It is the policy of the Office of General Services’ Financial Administration to provide Proposers with an opportunity to administratively resolve disputes, complaints or inquiries related to proposal solicitations or contract awards. OGS Financial Administration encourages vendors to seek resolution of disputes through consultation with OGS Financial Administration staff. 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 solicitation document.

3.11 Examination of Contract Documents

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

b. Each Proposer shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the state as an excuse for any failure or omission on the part of the Proposer to fulfill every detail of all the requirements of the documents governing the work. The Proposer, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such proposer might have fully informed itself prior to proposing.

c. Any addendum issued prior to the proposal due date must be acknowledged by signature, dated and be submitted on or before the proposal due date with six (6) originals. In awarding a contract any addenda will become a part thereof.

d. Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services at the time of examination of the documents or site visit shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, to all Proposers shall become a part of the contract.

3.12 Prime Contractor Responsibilities

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

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

All persons/contractors hired, paid and/or supervised by the Contractor, shall be the Contractor’s employee or its subcontractor’s employee and not the State’s employee.
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 Solicitation, refer to this Solicitation.
4. Evaluation and Selection Process

4.1 Proposal Evaluation

The Proposal will be evaluated and scored based upon the criteria set forth in this Section. Proposal will be evaluated for best value to the State.

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

The State will request that Proposers submitting responsive proposal provide oral presentation in Albany, NY, or at the facility, covering the major points of their proposal. The presentation will be given on a date, time and location to be designated by OGS. Information provided during the oral presentation will be considered in the technical scoring. In addition to key corporate personnel being present for the oral presentation, OGS requests the presence of key onsite personnel being proposed for the project(s).

The committee will subsequently evaluate each responsive proposal for items a–c listed below.

OGS Division of Financial Administration will evaluate all cost proposals from responsive Proposers. The cost proposal with the lowest grand total will be awarded the maximum possible points, (refer to item d listed below). Each subsequent proposal will receive a proportionate number of points. Each of the cost proposal points will be added to the score from the Evaluation Team for items a-c.

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

a. PROPOSER EXPERIENCE (20%)
   Each Proposal will be evaluated as to the quality of its relevant experience (including that of its proposed employees) and length of service in both the industry and with the Proposer, demonstrating its ability to perform the required services.

b. PLAN OF OPERATION (45%)
   Each Proposal will be evaluated as to the completeness of and the extent to which the operational plan meets the goals and requirements of the Solicitation.

c. QUALITY AND COMPLETENESS OF PROPOSAL (5%)
   Each Proposal will be evaluated as to the extent to which the proposal satisfies and addresses each requirement of the Solicitation. Consideration will also be given to the overall organization of, and ease of navigation of the submitted proposal.

d. CONTRACT FEE (30%)
   The cost to the State will be evaluated in relation to all cost proposals submitted by responsive Proposers.

4.2 Notification of Award

After the evaluation, all Proposers will be notified of the name of the selected Proposer. The selected Proposer will be notified that their submitted proposal has been selected and that a contract will be forthcoming for execution. The original proposal, and any additions or deletions to the proposal become part of the contract.

Public announcements or news releases pertaining to any contract resulting from this Solicitation shall not be made without prior written approval from the Issuing Office.
5. Statement of Work

5.1 Facility Descriptions

The Hudson Valley Traffic Management Center (HVTMC) is a 108,634 square foot, 24 hour, seven day per week facility that houses the New York State Department of Transportation (DOT), the New York State Police (NYSP), the New York State Emergency Management Office (SEMO), and the Westchester County Emergency Response Office. The State Police occupancy includes a working State Police Troop K Substation. The building was constructed in 2004 and consists of a five (5) story central Atrium hub, a five (5) story wing and a four (4) story wing. The HVTMC serves as the foundation of a system that integrates the management of freeways, surface roadways and transit; that allows multi agency interaction of real-time transportation decisions for both planned events and incidents.

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Address</th>
<th>City</th>
<th>Zip Code</th>
<th>Gross Building Area (sqft)</th>
<th>Total Rentable Area (sqft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hudson Valley Transportation Management Center</td>
<td>200 Bradhurst Avenue</td>
<td>Hawthorne</td>
<td>10532</td>
<td>108,634</td>
<td>101,520</td>
</tr>
</tbody>
</table>

5.2 Facility Operating Hours

5.2.1 Building Operating Hours

The facility operates 24 hours seven days a week.

**State Holidays:** During the following ten (10) state holidays, the Contractor is expected to perform the contract custodial services, in accordance to exhibit B-2.

- New Year’s Day
- Martin Luther King, Jr.’s Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Christmas Day

5.3 General Responsibilities

5.3.1 Overview

The selected Integrated Facility Management Contractor (also referred to herein as “IFM” or the “Contractor”), will be required to provide full service, professional building and grounds operation, maintenance and management services that must include but not be limited to the following services:

a. Provide all labor, materials, tools and equipment required to perform all services,

b. Manage and supervise all sub-contracts/sub-contractors related to providing building and grounds services at each Facility.

c. Provide daily responsiveness to OGS and the Facility Tenant Representative(s), Other responsibilities as requested / required by OGS
5.3.2 **Professional Property Management**

The services of the Company is to be of a scope and quality generally performed by professional property managers and performed in a reasonable, diligent and careful manner so as to manage and supervise the operation, maintenance and servicing of the properties in a manner that is comparable to those found in other multi-tenanted office properties owned and/or managed by New York State.

5.3.3 **Generally Accepted Standards**

Services shall be provided in accordance with any applicable specifications provided by OGS and generally accepted standards of professionalism, skill, workmanship, and applicable trade practices and shall conform to all applicable codes, laws and regulations.

All work performed and all services contracted shall, unless otherwise agreed to by OGS meet or exceed all applicable levels of service and operations currently maintained and specified in OGS operated buildings.

5.3.4 **Amendments**

Upon the request of OGS, the Company will, in good faith and without delay, make reasonable efforts to ensure any amendments to any contract resulting from this RFP are agreed to in a timely and equitable manner.

5.3.5 **Recordkeeping**

Establish and maintain orderly books, records and files; containing reports, insurance policies, correspondence, receipted bills, contracts, vouchers and all other documents and papers pertaining to the Facility and the operation and maintenance thereof, and made available to OGS upon request.

5.3.6 **New York State Toxic Substance Act**

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 State has established and implemented a Right-to-Know/Hazard Communication Program. The Contractor shall provide information and training to advise its employees and sub-contractors, of potentially hazardous substances known to be in the work place. Part of this information is a collection of Material Safety Data Sheets (MSDS) for all chemicals used within the building(s) which shall be maintained on site by the Contractor, and made available to all of its employees, contract vendors, and Agency Tenant Representatives.

Before any chemical product is used on or in the building(s), a copy of the product label and Material Safety Data Sheet must be provided to, and approved by OGS.

5.3.7 **Executive Order No. 4 (Green Cleaning)**

Contractor shall be familiar with, implement, and maintain the cleaning of the building in conformance with Executive Order No. 4, to the same extent as if the Contractor were an entity legally bound by the terms of such Executive Order, whereby cleaning products procured and used must have properties that minimize potential impacts to human health and the environment. Specific information and guidelines to aid in compliance are currently available at: [http://www.ogs.state.ny.us/EO/4/Default.asp](http://www.ogs.state.ny.us/EO/4/Default.asp). Consultation and guidance will be available through the Office of General Services (OGS) upon request.

5.3.8 **Health, Safety and Environmental Rules**

Contractor shall be familiar with Safety, Health and Environmental rules and regulations including, but not limited to: conducting routine inspections of the building, maintaining equipment guarding in accordance to OSHA standards to ensure the safe and continuous operation of the building, and performing a minimum of two (2) Fire Evacuation drills per year.
5.4 Scope of Work

5.4.1 Detail of Contractor Services
The Contractor is advised that the OGS expects that onsite Contractor personnel will perform virtually all routine maintenance and repairs, with the following exceptions:

- The contracts for Security Guard Services for all facility will be held by the State.
- The Contractor shall be responsible for the day to day oversight of the above referenced State held contract.

The Contractor’s Property Manager or his/her designee shall report to the OGS Executive Director Real Property Management & Facilities and his/her designee.

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

The Contractor shall fully operate, maintain and manage the building, within the price bid for the following categories as further described in Section 3.4 (Price).

Item 1: Administrative
- Employee Benefits
- Insurance
- Payroll Taxes and Workers Compensation Insurance
- Professional Fees
- Property Management Fee
- Salaries

Item 2: Itemized Building Services
Statements of Work for these services are included in Exhibit B of this solicitation. Bids quoted for these itemized building services on the Cost Proposal Form, Appendix D, shall represent the salary for contracted and/or sub-contractors, materials and supplies necessary to complete the scope of work associated with each itemized service as detailed in Exhibit B.

- Building System Controls
- Custodial
- Emergency Generator
- Elevator
- Fire Alarm
- HVAC
- Integrated Pest Management
- Perimeter Access Control (Visitor Access, Employee Access, CCTV, Intrusion sensors and Vehicle barriers)
- Grounds Maintenance
- Snow Management (includes hauling)
- Rubbish and Recyclables Removal

Item 3: General Repairs, Supplies and Services
Will include but not limited to items such as the following:

- Painting and décor
- Doors and glass
- Flooring
• Parking lots and sidewalks
• Roofs
• Equipment
• Plumbing, Electrical, Mechanical/HVAC
• Telephones/Communication equipment
• Tools and equipment
• Uniforms
• Ceiling/Floor systems
• Lighting systems
• Vehicle expense
• Office supplies
• Oil/Water separator
• Sound masking
• Fire pumps, fire suppression, overhead doors, dock levelers, vibration testing, infrared testing, refrigerant monitoring system, high voltage systems, Uninterrupted Power Supply (UPS), vehicle barriers

5.4.2 Process for Additional Services

Additional Services shall be considered repairs, upgrades, and/or any work performed other than for the service categories described in Item 2 / Exhibit B (Itemized Building Services).

Additional services shall only be performed when pre-approved in writing by the Executive Director of Real Property Management & Facilities or his/her designated representative.

PROCESS: The Contractor shall prepare a detailed quote for pre-approval by Executive Director of Real Property Management & Facilities or his/her designated representative. The quote must detail the scope of services, and include a breakdown of how the services are to be performed, e.g. in-house staff, contracted services, or combination thereof, etc.

The Contractor, where applicable, shall obtain multiple bids (preferably 3 or more) and provide bid tabulation, and an award recommendation to Executive Director of Real Property Management Group and Facilities or his/her designated representative. Supporting documentation for all bids shall be retained on file by the Contractor and made available to OGS upon request. Also see section 5.5.3 Subcontractors.

Upon satisfactory completion of the work, Property Manager shall authorize payment(s) per Section 3.6.

LIMITATIONS:

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. Also see Section 5.5.4 Issuing Solicitations & Contracts

5.4.3 Facility Condition Assessment

The Contractor will provide a Facility Condition Assessment for the building, which will detail the overall facility conditions and its specific operating systems. The initial assessment shall be provided to OGS as soon as practicable, and not later than forty five (45) days subsequent to the contract commencement date, and annually thereafter.

Based upon the Contractor’s continuous operations and monthly maintenance of the facility systems, the Contractor shall, as appropriate, make interim recommendations to OGS at any time during the year.

5.4.4 Facility Handbook

The Contractor will provide a Facility Handbook for each building, which will include a number of key documents that are required for facility operation. These documents shall include, but not be limited to:
a. Building Security Plans
b. Building Evacuation Plans
c. Building Rules and Regulations
d. Building Directory
e. Building Fire Features
f. Building Operational Plan

5.5 Management Responsibilities

The Contractor’s management responsibilities shall include but not necessarily be limited to the following:

5.5.1 Prevailing Wages

The Contractor shall ensure that prevailing wages and supplements for trades stated by the Department of Labor (DOL) are paid to employees of the Contractor and those of its subcontractors. See Appendix E for wage rates.

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(s) are included in Appendix E – 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 of employees of both prime and subcontractors as to the rate of wages being paid and may request certified copies of one or more weekly payrolls of a contractor or any subcontractor to verify proper payment of wages.

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

5.5.2 Background Check

For security reasons, all prospective Contractor employees and its subcontractors providing services within the building are to be properly screened in accordance with OGS provided background check guidelines (see Exhibit A – Background Check Requirements).

5.5.3 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 Additional Services, they will be subject to the Process for Additional Services clause 5.4.2.
No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this solicitation 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 solicitation.

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 Executive Director Real Property Management & Facilities or his/her designated representative, 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 Executive Director Real Property Management & Facilities 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.

- 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:
  - 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.
  - 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.

5.5.4 Issuing Solicitations and Contracts

When issuing solicitations (Requests For Proposals, Invitations For Bids, Requests For Quotes, etc.) and entering into contracts to procure goods and/or services necessary to fulfill the Contractor’s contract obligations, the Contractor shall develop the solicitation package (utilizing applicable specifications provided by OGS), bid, provide a recommendation of award to OGS, and upon OGS approval award such contracts.

As appropriate, OGS shall provide the Contractor with service contract specifications. Prior to issuing a solicitation, OGS shall have the opportunity to review and approve the solicitation package(s). Any contract which cannot by its terms be canceled on 30 days’ notice must be approved in writing by OGS.

OGS shall separately procure all goods and services for purchases or contracts valued at more than Fifty Thousand Dollars ($50,000).

The Contractor shall procure goods and services using commercially reasonable and prudent practices to obtain the most favorable price and terms. For purchases or contracts less than Five Thousand Dollars ($5,000), the Contractor will obtain and document a minimum of three verbal quotes. For contracts more than Five Thousand Dollars ($5,000), but less than Fifteen Thousand Dollars ($15, 000), the Contractor will obtain written proposals or proposals from at least three (3) responsible service providers before
selecting the best price and terms. Prior OGS approval is required for the solicitations for all contracts for repairs, capital improvements, goods and services more than Fifteen Thousand Dollars ($15,000), but less than Fifty Thousand Dollars ($50,000). The following conditions apply to competitive bidding:

1. Each proposal will be solicited in a form and manner so that proposal solicitation will be uniform in all proposals.
2. All proposal solicitations will, when possible, include a Minority/Women Business Enterprise (MWBE) participation clause and such inclusion should be documented for future reference. A listing of certified MWBE’s will be available from OGS to the winning proposer.
3. If the Contractor desires to accept other than the lowest bid, or where competitive proposals are not possible, justification must be provided to the State for required prior approval.
4. OGS shall be free to accept or reject any contract submitted for State’s approval.
5. All proposals shall be controlled and not opened until the time and date specified in the solicitation. The Company will maintain documentation of the solicitation, if any, and of contract awards.

5.5.5 Drawings and Diagrams

OGS will provide the most up to date set of paper facility drawings/diagrams available for each facility. Contractor shall update these drawings/diagrams upon completion of all project work and upon discovery of discrepancies during the course of normal building operations. These marked up documents shall be provided to OGS. OGS will make the appropriate changes and return an updated set of documents.

Contractor shall not be obligated to keep system furniture drawings current. All system furniture changes shall be made through OGS.

5.5.6 Meetings

The Contractor will be responsible for the completion of a variety of administrative requirements, the cost of which shall be included in Item 1 (Administrative). The Contractor shall chair all meetings as appropriate.

a. Initial Contract Meeting: The Contractor shall be available for an initial job meeting with OGS to review but not be limited to the following: OGS facility use rules, the contract communication chain of command, a review of the Contractor’s transition team implementation plan, review of emergency contact directory

b. The Contractor’s Property Manager will chair monthly “Tenant Committee” meetings at the facility with a representative of each facility tenant. The agenda shall include but not be limited to: Review status and quality of work for Capital, Rehabilitation and Improvement, and Repair/Maintenance projects,

i. Review operational and maintenance issues that may affect the facility occupants (i.e.: power shutdowns, elevator maintenance requiring closing down one or more cars, HVAC issues, carpet shampooing, etc.),

ii. Review of status of pending Tenant Service Requests.

iii. Housekeeping issues (custodial service complaints, recently completed and/or planned project work, etc.),

iv. Tenant Health and Safety Issues,

v. New Business.
c. The Contractor’s Property Manager will chair the Tenant Safety Organization (TSO), meetings at the facility with representatives from each floor or area of the building. The agenda shall include but not be limited to:

i. Review status of readiness of Floor Fire Marshalls, Asst. Marshalls, Searchers, including conducting periodic checks of issued equipment including safety vests, flashlights, and radios.

ii. Review Facility Evacuation Plan

iii. Review current roster of TSO members, to insure that it is complete and correct

iv. Review completed evacuation drills to discuss possible improvements, and any issues

c. Periodic meetings with OGS as requested by OGS such as:

i. Review building maintenance services progress and quality of work.

ii. Identify and resolve problems.

iii. Coordinate the efforts of all concerned so that the contract progresses smoothly.

iv. Maintain a professional working relationship between the Contractor, OGS and tenants of the building.

v. Review and participate in resolving any misunderstandings of the contract.

vi. Review and implement working procedures that provide building services at a level satisfactory to OGS and the tenants.

vii. Job meeting with contractors

5.5.7 Reporting Requirements

The Contractor will be responsible for the completion of a variety of administrative requirements, the cost of which shall be included in Item 1 (Administrative). Contractor shall provide a breakdown of pricing reports in a manner that comply with OGS and RPM&F standards.

a. The Contractor shall take and distribute the minutes to all meeting participants as well as OGS, via email, with 5 business days.

b. Provide Fire Systems Testing reports within 24 hours to both OGS and the NYS Department of State Office of Fire Prevention & Control, Empire State Plaza, Concourse Room 130, Albany, NY 12242

c. Provide a written monthly report to OGS within ten (10) working days of the end of each month including but not limited to:

i. Provide monthly operating and budget reports of expenses to OGS (Refer to Section 5.7)

ii. Provide a monthly description of work performed and how it was performed at each facility, e.g. in-house staff and/or sub-contractor.

d. Incidents/Accidents must be reported immediately to OGS and written reports must be completed and submitted to OGS immediately, as circumstances allow.

e. Other Reports as requested by OGS.
5.6 Operation and Maintenance Responsibilities

5.6.1 Maintain Building Premises

Maintain the building’s premises and building systems in accordance with generally accepted standards, manufacturer’s recommendations, OGS standards, and applicable codes, rules and regulations, and as otherwise may be deemed advisable by the State.

Where specifications or standards are not included herein or later provided by OGS, maintenance shall be in accordance with manufacturer’s recommendations and standards. OGS reserves the right to engage the services of contractors to service or install tenant agency specific equipment or make alterations. In these instances, the Contractor will coordinate with the agencies and such contractors at no additional cost.

Contractor shall insure that maintenance and repairs are performed by trained and/or certified technicians as appropriate, and be scheduled so as to minimize interference with the normal operations of the tenants. Contractor will maintain a physical inventory of supplies and tools on hand at all times.

5.6.2 Operation and Maintenance (O&M) Manual

The Contractor will provide an O&M Manual for each building to document the administration, management, and performance of non-maintenance activities to keep the buildings safe and functioning as designed. In addition, the documented maintenance shall include reoccurring preventative maintenance activities necessary to maintain or restore the building systems to a safe and functioning condition.

O&M requirements are determined by the complexity of each building system, program requirements, safety concerns, and special requirements for potentially hazardous practices. In some instances these requirements may refer to, or include, manufacturer instructions and operator manuals specific to the respective building systems.

In the performance of all maintenance/repair work, the contractor will insure that all codes rules, and regulations, and applicable OGS standard operation procedures are followed by all in-house and sub-contractor staff e.g. Code Rule 56 compliance, OGS Hot Works permits etc.

5.6.3 Energy Curtailment Plan

The Contractor shall prepare, submit to OGS, and maintain an energy curtailment plan for the facility. The plan will define specific measures to be taken at the building during an energy emergency situation.

5.6.4 Computerized Maintenance Management System (CMMS)

OGS’s computerized maintenance management system (CMMS) is AiM (Intelligence in Asset Management) by Asset Works, Inc. The Contractor shall use the CMMS to manage, schedule, track and record all activities and costs related to the operation and maintenance of each facility. Including but not limited to, work order management, project tracking, and report generation.

OGS will provide the necessary computer, the connections, the software installation, the licensing, and training for the Contractor’s staff, as appropriate. In the event that AiM is not available at the time of contract approval, the Contractor agrees to implement and maintain a comparable Computerized Maintenance Management System at the Company’s sole cost and expense.

OGS has provided a listing of building system equipment for each facility, (See exhibit B-7) based on the best data available, for the Contractor’s information and use; however it is the Contractor’s responsibility to verify the accuracy and completeness of the equipment inventory, and insure that the inventory is maintained in an accurate and appropriate manner within the CMMS system in use.
5.6.5 **Emergency Services**

The Contractor shall be on call and be the single initial point of contact to provide emergency services as needed on a twenty-four (24) hour, seven (7) days a week basis.

The Contractor's representative has a **maximum of one hour** to respond on site at the Facility to address the emergency, and notify the OGS representative as soon as practicable.

5.6.6 **Equipment Replacement**

Ensure that any equipment to be replaced shall be new and manufactured by a reputable manufacturer. The equipment shall be the same as, better than or equal to the original equipment. All substitutes for the original manufacturer’s equipment should be ENERGY STAR compliant.

5.6.7 **New Equipment Guarantee**

Ensure that any new equipment be guaranteed for a minimum of one (1) year from the date of replacement and replaced at no cost to the State if found defective during that time. The Contractor shall obtain cost estimates for extended warranties on new installations and consult with OGS regarding the purchase of such contracts.

5.6.8 **Tenant Improvements**

**Minor Improvements**

When requested by the occupying tenant through OGS, the Contractor shall, from time to time, perform “Tenant Improvements,” whereby, the Contractor may assess the request as within the scope of work to be done by on site employees (i.e.: install/remove keyboard trays, install bulletin boards, install wall guards, repairing an outlet, moving an outlet, etc.). The Contractor, the occupying tenant, and OGS, shall consult with each other in good faith to determine whether such work shall be completed by in-house staff at no cost or for an agreed upon consideration and such determination will be made prior to the commencement of any work.

**Substantial Improvements**

Tenants may from time to time request substantial improvements, such as system furniture changes, within their allocated space by submitting a Proposed Project Request from their designated Tenant Representative, to the Facility Manager. The Facility Manager will submit all proposals to OGS for review.

5.6.9 **Capital Repairs and Improvements**

OGS may from time to time make requests for capital repairs/improvements under $50,000, and the Contractor shall advance these projects as appropriate. The Contractor’s role in advancing such projects shall either be as a construction manager or a general contractor.

a. As a Construction Manager, the Contractor shall be responsible for the entire project from design through construction. The company shall engage architectural/engineering services when necessary to prepare construction documents. They shall also negotiate proposals, enter into contract(s) to advance the construction work, supervise construction, and authorize payments. The actual, fair, reasonable, and necessary projects costs shall be a “pass-through” expense funded by OGS and/or the tenant agency. Consideration for the Contractor’s services rendered shall be provided to the Contractor as follows;

i. If the Contractor’s construction management services described above are provided by an employee already compensated from the established Operating Expense Account, then the Contractor will not receive additional fees,

ii. If the Contractor’s construction management services described above is provided by an employee not already compensated from the established Operating Expense Account,
then the Contractor shall receive a project-by-project negotiated fee, not-to-exceed 5% of the total project cost.

b. When the Contractor or a subsidiary of the company performs as a General Contractor (employees performing the work), the Contractor shall prepare a detailed construction estimate and schedule of the requested project, for approval by OGS. Additional compensation for oversight/construction management work in this category will not be provided to the Contractor. Capital improvements may be designed and/or supervised by OGS or its representatives. In such instances the Contractor shall provide full cooperation to OGS and related contractors for no additional fee.

5.6.10 United States (US) Environmental Protection Agency (EPA) Energy Star

ENERGY STAR is a joint program of the US Environmental Protection Agency and the US Department of Energy helping us all save money and protect the environment through energy efficient products and practices. OGS shall file an Environmental Protection Agency Portfolio Manager survey, a web-based energy usage breakdown for buildings. Portfolio Manager is an interactive energy management tool that allows one to track and assess energy and water consumption of buildings in a secure online environment. OGS shall set-up the Portfolio Manager account that may be shared with the Contractor. OGS may request assistance from the Contractor with data gathering, data entry, meter readings or any function required to report in Portfolio Manager. This will enable the Contractor and OGS to analyze consumption patterns, and adapt efficiency strategies to have the maximum impact.

The Program rates annual energy performance on a scale of 1-100 relative to similar buildings nationwide. Statistically representative models are used to compare buildings in the portfolio against similar buildings from a national survey conducted by the Department of Energy's Energy Information Administration. A score of 50 indicates that the building, from an energy consumption standpoint, performs better than 50% of all similar buildings nationwide, while a score of 75 indicates that the building performs better than 75% of all similar buildings nationwide. Buildings with a score of 75 or higher may qualify for EPA’s ENERGY STAR.

Starting from commencement of the contract resulting from this solicitation, it is expected that the Contractor shall operate the building(s) as safely, economically and efficiently as possible to obtain the highest achievable ENERGY STAR score without compromising industry standards of HVAC and lighting standards. OGS Statewide Energy Group personnel shall prepare and certify the annual Statement of Energy Performance (ENERGY STAR application) in consultation with an OGS or ‘other’ Professional Engineer or Registered Architect.

5.6.11 OSHA Training Requirements (Occupational Safety & Health Administration)

OGS FACILITY MANAGER’S OBLIGATIONS

Prior to beginning contract work/work assignment, the OGS Facility Manager shall inform the Contractor/Contractor’s representative(s) of the known specific hazard(s) and chemical(s) they may encounter while performing their contract obligations.

The Contractor/Contractor’s Representative(s) shall be responsible for information about the use of Personal Protective Equipment required for the work and where to get the specific items.

CONTRACTOR / CONTRACT EMPLOYEE OBLIGATIONS

General Contract Obligations: Prior to or upon first reporting to the work location for assignment, the Contractor/Contractor employee(s) and employees of Sub-Contractors shall present to the OGS Facility Manager proof of completion of the OSHA required training for the following three (3) topic areas including but not limited to:
a. Affected Person Lockout/Tagout,
b. Hazard Communication,
c. The use of Personal Protective Equipment.

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

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

### 5.7 Budgetary Responsibilities

The Contractor’s budgetary responsibilities shall include but not necessarily be limited to the following:

#### 5.7.1 Develop Annual Operating Budgets

The annual budget period for Operating Expenses shall be March 1 through February 28.

For the initial budget period, the Contractor shall submit an Operating Expense budget for the balance of that budget period, as well as a budget for the upcoming full year, not later than (60) days after the contract commencement date.

By August 1st of each subsequent year, the Contractor shall, submit an annual Operating Expense budget for the next fiscal year, for the State’s approval. All budgets shall list the annual amount and monthly distribution encompassing the three (3) major components listed below:

- **Item 1 (Administrative)** The budget amounts for Item 1 shall be the yearly amount bid and subject to annual price adjustments per Section 3.5.

- **Item 2 (Itemized Building Services)** The first annual budget amount for Item 2 shall be the amount bid each of the major service categories, for each facility. In subsequent years, the budget amount for each service will be adjusted based upon the approved Consumer Price Index (CPI) See Section 3.5.

- **Item 3 (General Repairs, Supplies & Services)** The first annual budget amounts for Item 3 shall be provided by the State to the Contractor in accordance with the bid document. The Contractor shall break out the annual amount provided in the bid, into appropriate detail to show budgeted amounts for all repairs, supplies and services. This detail shall be presented to show both in-house and sub-contractor portions of these amounts. In subsequent years, the Contractor shall provide updates to the itemized amounts as appropriate, for OGS review and approval.

The State may change the budgeted amount of Operating Expenses to be placed in the Operating Expense Account at any time, and the Contractor shall operate the facility within the available funds. Funds remaining in this account at the end of the contract are to be transferred back to New York State within thirty days (30), after all obligations have been satisfied.

#### 5.7.2 Capital Plans and Budgets

Contractor shall submit five year Capital Plans and Budgets for each facility, based upon a thorough assessment of all building systems and components listing the annual amount and monthly distribution of planned expenditures. These submissions will be concurrent with the Operating Budgets listed in Section 5.6.9 above.

#### 5.7.3 Operating Expense Account

The Company shall set up and maintain in a fiduciary capacity at a bank doing business in the State of New York, an interest bearing Operating Expense Account funded by New York State. The State shall
fund the account every six (6) months during the contract term. The state shall be entitled to all interest earned on its designated funds.

Funds in the Operating Expense Account shall be used to purchase all contractual services, supplies and replacement equipment which shall be necessary to properly maintain and operate each Facility as specified in the respective facility Budget. The cost of such items shall be net of any discounts or commissions obtained for purchases. Operating Expenses shall be “net only”, and for that purpose shall be reduced by the amounts of any reimbursement, recovery, recoupment, payment, discount, credit, reduction, allowance, or the like, received by the Company in connection with such Operating Expenses.

The annual budget period for Operating Expenses shall be March 1 through February 28. Within (30) days of the execution of the contract, the State shall make, or cause to be made the first semi-annual payment into the Operating Expense account. Should the commencement of services begin prior to September 1st, or after September 1st, the budget will be adjusted accordingly to reflect that change. Thereafter, the state shall make or cause to be made semi-annual payments into the Operating Expense Account equal to one-half the estimated Operating Expenses for each applicable operating period by March 1 and September 1. These payments will be adjusted based on semi-annual reviews of the operating budget.

5.7.4 Authorize Payments
Contractor shall review all bills received for services, work, and supplies ordered in connection with maintaining and operating the facility. Payments may only be authorized for services rendered, and for goods actually received.

5.7.5 Report of Expenses
Within 30 days of contract award, Contractor shall develop a monthly Schedule of Payments. The Schedule of Payments shall include all sub-contracted services/expenses as well as Contractor provided services/expenses. For each sub-contracted service including but not limited to of the twelve major service categories included in Contractor’s bid, Contractor shall provide a breakdown of sub-contractor’s bid to include but not be limited to; administration, labor, materials, supplies, equipment, overhead, profit, and fees. Sufficient detail shall be provided so as to allow the State to value Additional Services, if requested. Contractor shall reconcile monthly, and submit the preceding month’s report within the first 10 calendar days of the subsequent month. The report must detail separately, each category of service / expense, and account for every dollar spent within the category. The report must be provided in comparative format to show the budgeted and actual expenses, and provide explanations for any item for which the actual varies significantly from the budgeted amount. When necessary, develop plans to address any possible funding shortfalls. Also see Section 5.7.1.

5.7.6 Independent Accountant’s Annual Review
The Contractor shall contract with an independent third party Certified Public Accountant registered to do business in New York State, to perform and submit a yearly (prior fiscal year) review of the Contractor’s financial statements of actual operating expenses. This nature and scope of this review shall be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The report shall be submitted to OGS within ninety (90) days after the end of each operating period (by May 31st).
6. Contract Clauses and Requirements

6.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. Appendix A is a separate document to this RFP and shall be retained for reference by the proposer.

The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix A
2. The Contract
3. Solicitation Number 1862 (This Document)
4. Selected Contractor’s Proposal

6.2 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/Proposer during the procurement process. An Offerer/Proposer is restricted from making contacts from the earliest notice of intent to solicit offers/proposals 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/Proposer 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/Proposer is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html

6.3 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 Contract. 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 acceptable to OGS; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; shall be endorsed to provide written notice be given to OGS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to Office of General Services, Purchasing Unit, Corning Tower, 32nd Floor, Empire State Plaza, Albany, New York 12242 and shall name The People of the State of New York, its officers, agents, and employees as additional insureds there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office’s (ISO) form number CG 20 10 11 85). The additional insured requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.
The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by OGS. Such approval shall not be unreasonably withheld.

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

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

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

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

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

A. Commercial General Liability Insurance with a limit of not less than $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.
   i. 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.
   i. 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.
   ii. 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.
iii. 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.

   i. 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.

   ii. 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.

Contractor acknowledges that failure to obtain 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.

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, www.wcb.state.ny.us. Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts.) Contractor shall notify the Office of General Services, RIFM Office, at least thirty (30) days prior to material change or cancellation of such coverage.

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

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

G. Employee Dishonesty Coverage
Employee dishonesty coverage on money, securities or property other than money and securities including property in the care custody or control of the contractor in an amount equal to the total annual budget for which the contract is awarded. The coverage shall include all
employees including contract and temporary, whether identified or not, acting alone or in collusion with others at the building for which the contract is awarded.

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


Form ST-220-CA must be filed with the proposal 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 proposal submission). Failure to make either of these filings may render a Proposer non-responsive and non-responsible. Proposers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.


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

6.5 Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses

Pursuant to New York State Executive Law Article 15-A, OGS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women 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” (“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.

**Business Participation Opportunities for MWBEs**

For purposes of this solicitation, OGS hereby establishes an overall goal of 20% for MWBE participation, 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the 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](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, 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.

By submitting a bid or proposal, a bidder on the Contract (“Bidder”) agrees to submit the following documents and information as evidence of compliance with the foregoing:

A. Bidders are required to submit a MWBE Utilization Plan on Form #MWBE 100 with the bid or proposal. The Utilization Plan shall list the MWBEs the Contractor intends to use to perform the State contract and a description of the Contract scope of work that the Contractor intends to structure to meet the goals on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract that the Contractor intends to be performed by a NYS Certified minority or woman-owned business. Any modifications or changes to the agreed participation by NYS Certified MWBEs set forth in the Utilization Plan submitted with the bid or proposal, after the Contract award and during the term of the Contract, must be reported on a revised MWBE Utilization Plan and submitted to OGS.

B. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS’ acceptance or issue a notice of deficiency within 20 days of receipt.

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

D. OGS may disqualify a Bidder as being non-responsive under the following circumstances:
   a) If a Bidder fails to submit a MWBE Utilization Plan;
   b) If a Bidder fails to submit a written remedy to a notice of deficiency;
c) If a Bidder fails to submit a request for waiver; or

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

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

Contractors are required to submit a Contractor's Monthly M/WBE Contractor Compliance & Payment Report on Form MWBE 102 to OGS by the 10th day of the month during the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

**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 the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a staffing plan on Form EEO 100 identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to OGS, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), 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, 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.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

**ALL FORMS ARE AVAILABLE AT:** [http://www.ogs.ny.gov/MWBE/Forms.asp](http://www.ogs.ny.gov/MWBE/Forms.asp)

### 6.6 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each proposal/proposal will be held in confidence and details of any proposal/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 PROPOSAL CONTAINS ANY SUCH TRADE SECRETS OR OTHER CONFIDENTIAL OR PROPRIETARY INFORMATION, YOU MUST SUBMIT A REQUEST TO EXCEPTION SUCH INFORMATION FROM DISCLOSURE. SUCH REQUEST MUST BE IN WRITING, MUST STATE THE REASONS WHY THE INFORMATION SHOULD BE EXCEPTIONED FROM DISCLOSURE AND MUST BE PROVIDED AT THE TIME OF SUBMISSION OF THE SUBJECT INFORMATION.

REQUESTS FOR EXEMPTION OF THE ENTIRE CONTENTS OF A PROPOSAL HAVE GENERALLY NOT BEEN FOUND TO BE MERITORIOUS AND ARE DISCOURAGED. KINDLY LIMIT ANY REQUESTS FOR EXEMPTION OF INFORMATION FROM DISCLOSURE TO BONA FIDE TRADE SECRETS OR SPECIFIC INFORMATION, THE DISCLOSURE OF WHICH WOULD CAUSE A SUBSTANTIAL INJURY TO THE COMPETITIVE POSITION OF YOUR FIRM.

6.7 General Requirements

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

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

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

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

e. For reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.

f. For purposes of any contract resulting from this RFP, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.

g. The Commissioner’s interpretation of specifications shall be final and binding upon the Contractor.

h. The Commissioner of General Services will make no allowance or concession to the Proposer for any alleged misunderstanding because of quantity, quality, character, location or other conditions.

i. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Proposer has based its proposal on the more expensive option. Final decision will rest with the Commissioner of General Services.

j. INSPECTION – For purposes of any contract resulting from this RFP, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, 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.

k. STOP WORK ORDER - The Commissioner of General Services reserves the right to stop the work covered by this RFP and any contract(s) resulting there from at any time that it is deemed the successful proposer 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 proposal, the 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.

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

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

### 6.8 Contract Terms

All provisions and requirements of, Appendix A Standard Clauses for New York State Contracts, which is attached hereto and forms a part hereof, will be incorporated into any contract resulting from this Solicitation, 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 Solicitation, 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 Solicitation.

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

### 6.9 Procurement Rights

The State of New York reserves the right to:

a. Reject any and all proposals received in response to this RFP.

b. 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.

c. Waive or modify minor irregularities in proposals received, after prior notification to the Proposer.

d. 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.

e. Utilize any and all ideas submitted in the proposals received.

f. Negotiate with Proposers responding to this RFP within the RFP requirements to serve the best interests of the State.

g. The State may 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.

h. 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.

i. Waive any non-material requirement not met by all Proposers.

j. Not make an award from this RFP.

k. If two or more offers are found to be substantially equivalent, the Commissioner of OGS, at his sole discretion, will determine award.

l. The State reserves the right to make multiple contract awards pursuant to the RFP.
m. OGS retains the right to have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.

n. Seek clarifications of proposals.

o. Make an award under this RFP in whole or in part.

**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.

### 6.10 Extent of Services

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

### 6.11 Debriefings

Proposers will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that proposer's bid or proposal. After contract award, OGS shall, upon request, provide a debriefing to any bidder that responded to the solicitation, regarding the reason that the proposal or proposal 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://wwe1.osc.state.ny.us/transparency/contracts/contractsearch.cfm

### 6.12 Termination

**A) Termination**

The Office of General Services may, upon thirty (30) days notice, terminate the contract resulting from this RFP/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 RFP/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 RFP/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 RFP/IFB and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

**B) Procurement Lobbying Termination**

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

### 6.13 NYS Standard Vendor Responsibility Questionnaire

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

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

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

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

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

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

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

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

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.
6.14 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.

6.15 Indemnification

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

6.16 Appendices and Exhibits

The Proposer's attention is directed to the appendices and exhibit documents attached hereto and hereby incorporated by reference and made part hereto as fully as if it were set forth at length herein. They are part of this solicitation and will be part of the subsequent contract. The proposer is responsible for adhering to all requirements of the appendices and exhibits.

6.17 Force Majeure

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

6.18 Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies 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” list (“Prohibited Entities List”) posted on the OGS website at: http://www.ogs.ny.gov/about/reg/docs/ListofEntities.pdf and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should OGS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OGS 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 OGS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OGS 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.

6.19 Encouraging Use of NYS 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.
Exhibit A

Background Check

BACKGROUND CHECKS

Requirements
Requirements of this clause apply to the successful bidder (Contractor) of the contract who will be performing on-site work for OGS under the contract resulting from this solicitation. The cost to the Contractor for performing requirements of this section, shall be included in the bidder’s response to this solicitation.

Definitions
For purposes of this clause, the following definitions apply:
(1) On-Site: “On-site” refers to any State-owned or leased space open to the public or at which State business operations are conducted.
(2) Suitability: “Suitability” refers to identifiable character traits and past conduct which are reasonably sufficient to indicate whether a given individual is likely or not likely to be able to perform the requirements of a contract at OGS on-site locations without undue risk to the interests of the State.
(3) Suitability determination: A “suitability determination” is a determination that there are reasonable grounds to believe that an individual will likely be able to perform the contract requirements on-site without undue risk to the interests of the State.

Applicability
(1) Contractors shall perform background checks and make suitability determinations on contractor employees before the individual employees can perform on-site contract services for the Office of General Services.
(2) Contractor shall maintain a continuous list of background checks and suitability determinations noted above, and shall provide this list to the Facility Manager prior to the contract commencement date. The list shall be updated and resubmitted to the Facility Manager as changes occur, continually keeping the Facility Manager updated.
(3) The Commissioner of General Services, or his designee (the “Commissioner”), on a case-by-case basis, may, either temporarily or permanently, waive the requirements of this clause, in whole or in part, if they determine in writing that background checks and suitability determinations are not necessary at a specific location, or for a specific individual, in order to protect the State’s interests.

Background Check
(1) The Contractor is responsible, at its own expense, for completing background checks and making suitability determinations on its employees prior to the employee beginning on-site work. Compliance with the requirement for performing a background check and making a suitability determination shall not be construed as providing a contractor employee clearance to secured areas. Contractors are required to maintain records of background checks and suitability determinations for the term of the contract, and to make them available to the State when requested.
(2) At a minimum, the background check and suitability determination must include an evaluation of:
   (i) Verification that the individual is not listed on a national watched person database. The following link has information about a data available.

(ii) Criminal History checks (using a national database that contains criminal histories and supplement this search by checks of NYS Office of Court Administration and comparable searches of states where the person has lived, worked or attended school during the past 5 years) Or by obtaining the record of convictions from NYSOCA directly and from their equivalents from other states where the person might have lived, worked or attended school during the last 5 years;

(iii) DMV driving records;

(iv) Social Security Number trace;

(v) Verification of U.S. citizenship or legal resident status; and

(vi) Residence (past 3 years) (should be requested on employment application to compare against data from DMV license and other searches for verification);

Background Check Guidelines

(1) In making a suitability determination, the contractor shall consider the following factors and evaluate them against the work to be performed, the performance location, and the degree of risk to the State:

   (i) Any loyalty or terrorism issue;

   (ii) Patterns of conduct (e.g., alcoholism/drug addiction, financial irresponsibility/major liabilities, dishonesty, unemployability for negligence or misconduct, criminal conduct);

   (iii) Dishonorable military discharge;

   (iv) Felony and misdemeanor offenses;

   (v) Drug manufacturing/trafficking/sale;

   (vi) Major honesty issue (e.g., extortion, armed robbery, embezzlement, perjury);

   (vii) Criminal sexual misconduct;

   (viii) Serious violent behavior (e.g., rape, aggravated assault, arson, child abuse, manslaughter);

   (ix) Illegal use of firearms/explosives; and

   (x) Employment related misconduct involving dishonesty, criminal or violent behavior.

(2) The contractor shall evaluate any adverse information about an individual by considering the following factors before making a suitability determination:

   (i) The nature, extent and seriousness of the conduct;

   (ii) The circumstances surrounding the conduct;

   (iii) The frequency and recency of the conduct;

   (iv) The individual's age and maturity at the time of the conduct;

   (v) The presence or absence of rehabilitation and other pertinent behavior changes;

   (vi) The potential for pressure, coercion, exploitation, or duress;

   (vii) The likelihood of continuation of the conduct.

   (viii) How, and if, the conduct bears upon potential job responsibilities; and

   (ix) The employee’s employment history before and after the conduct.

Each suitability determination should be documented in a narrative. If negative items are mitigated by subsequent passage of time or completion of substance abuse programs this rationale should be included in the narrative. A negative suitability determination must be supported by a finding that the adverse information has a direct bearing on the potential job duties or that it is deemed sufficiently serious to bar the employee from a State site.

Employee Removal.

Whenever a contractor becomes aware that any employee working at an on-site location under an OGS contract becomes an unacceptable risk to the State; the contractor shall immediately remove that employee from the site, notify the Commissioner that such a removal has taken place, and
replace them with a qualified substitute. If the approval of the Commissioner was initially required for the removed employee, Commissioner approval is required for the replacement employee.

**Commissioner Notification**
Prior to commencement of on-site contract performance, the contractor shall notify the Commissioner that the background checks and suitability determinations required by this clause have been completed for affected individuals.
Exhibit B
Itemized Building Services

Building System Controls
  Custodial
  Emergency Generator
    Elevator
    Fire Alarm
    HVAC

Integrated Pest Management

Perimeter Access Control
  (Visitor Access, Employee Access, CCTV, Intrusion Sensors, Vehicle Barriers)

Rubbish and Recyclable Removal Services

Grounds

Snow Management
  (Includes Off Site Hauling)
Exhibit B-1
This exhibit includes maintenance and repairs of the following building Systems:

- Building System Controls including elevator fire service testing phase 1 and 2
- Emergency Generator
- Fire Alarm
- HVAC
- Perimeter Access Control (including vehicle barriers)

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Building Systems Maintenance and Repairs

1.0 Overview

1.01 Background
OGS is seeking an Integrated Facility Management (IFM) Contractor to enter into a five year contractual agreement, to provide full service professional building and grounds operation, maintenance, and management services for the facility listed below:

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Address</th>
<th>City</th>
<th>Zip Code</th>
<th>Gross Building Area (sqft)</th>
<th>Total Rentable Area (sqft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hudson Valley Transportation Management Center</td>
<td>200 Bradhurst Avenue</td>
<td>Hawthorne</td>
<td>10532</td>
<td>108,634</td>
<td>101,520</td>
</tr>
</tbody>
</table>

1.02 Sub-Contracted Services
The Building System Controls, Emergency Generator, Fire Alarm, HVAC and Perimeter Access Control. Contractor will contract directly with the IFM Contractor as a Sub-Contractor. Bids contained herein shall be used to value services and ultimately for payment purposes. Known equipment associated with this service is listed in Exhibit B-8 – Building Asset and Equipment Inventory.

1.03 Examination of Existing Building and Contract Documents
Prior to entering into contract, the Contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed. 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 OGS as an excuse for any failure or omission on the part of the contractor to fulfill every detail of all the requirements of the documents governing the work. Contractor will not be allowed any extra compensation by reason of any matter or thing concerning which such contractor might have fully informed itself prior to bidding.

1.04 Definition of Terms
References herein this solicitation or in Appendices and Exhibits hereto to;

1. “State” referred to herein this exhibit shall be understood to mean the State of New York, the New York State Office of General Services, New York State Office of the Fire Prevention and Control, or the State of New York Office of the State Comptroller.

2. OGS” referred to herein this exhibit shall be understood to mean the New York State Office of General Service’s Commissioner or his/her designated representative.

3. “IFM Contractor” referred to herein this exhibit shall be understood to mean the successful bidder who is awarded a contract by the State of New York resulting from this solicitation whereby the State is seeking an Integrated Facilities Management contractor.

4. “Facility Manager” referred to herein this exhibit shall be understood to mean the IFM Contractor’s representative.

5. “Contractor” referred to herein this exhibit shall be understood to mean the specific sub-contractor providing such services referenced herein.

1.05 Security Procedures
The Hudson Valley Transportation Management Center (HVTMC) has specific 24/7 security procedures which must be followed. The Contractor will work with the OGS and/or the Facility Manager 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.

2.0 Equipment to Be Maintained

2.01 General Requirements
The Contractor shall be responsible for all components not specifically listed that are supplemental to and a part of the operation of the overall system(s). Prospective Contractors shall personally verify all equipment listed prior to bidding.

2.02 List of Building Assets & Equipment
Exhibit 8 – Building Asset & Equipment Inventory located in this solicitation document, is a listing of all known major systems, system components, and equipment. This list is provided for bidder's information only to assist bidder in scoping and pricing their work. It is understood that the list is neither all inclusive nor completely accurate.

3.0 Statement of Work

3.01 General
Contractor’s bid shall include complete maintenance and minor repairs, in every respect. Details of service not explicitly stated in this document but necessarily attendant thereto, is deemed understood by the Contractor and included herein. The Contractor shall furnish all labor, material and equipment necessary to perform maintenance and repair services in accordance with the manufacturer’s written recommendations, latest applicable adopted editions, including supplements, of applicable codes, standards, etc.

All work under this contract shall be performed by skilled, competent, technicians directly employed and/or supervised by the Contractor. All technicians shall have a minimum of three years of experience. Sufficient personnel shall be assigned to complete maintenance in a timely manner. Within thirty (30) calendar days after award of this solicitation document, the Contractor shall furnish the Facility Manager a detailed schedule indicating how and when the Contractor plans to accomplish all required pre-maintenance repairs (if applicable) and/or unless the Facility Manager specifies sooner, the Contractor shall furnish a detailed schedule of the preventative maintenance for the first contract year. During the term of the contract, annual updates to the detailed schedule (if applicable) shall be provided to the Facility Manager by the Contractor. Cost for pre-maintenance repairs shall be included in the Contractor’s original bid.

Contractor is completely responsible for their work, including any damages or breakdowns caused by the failure to take appropriate action.

3.02 Scope
The Contractor shall furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance services, including all inspections, adjustments, tests, parts replacement, and repairs necessary to keep the system(s) as originally specified by the equipment manufacturer or most recent upgrade specifications. All material and equipment furnished shall be new and in excellent working condition. All maintenance, adjustments, and repairs shall be in compliance with the equipment manufacturer’s written recommendations latest applicable adopted editions, including supplements, of applicable codes, standards, etc.

The Contractor shall give immediate notice to the Facility Manager of any apparent damage to the equipment. The Contractor shall notify the Facility Manager, verbally on the day of discovery, and shall follow-up in writing no later than three (3) days thereof, informing of the existence or development of any defects in, or repairs required to, the equipment which the Contractor does not consider to be its responsibility under the terms of the contract. Failure to do so will render the Contractor responsible for those repairs at no additional cost to the State. The Contractor shall furnish the Facility Manager with a written estimate of the cost to correct the defects or make the required repairs. The Contractor’s estimate shall be itemized into labor and material
costs. The State reserves the right to make final decision concerning the responsibility for such corrections or repairs. In those instances when the State determines that the OGS is responsible for such corrections or repairs, the Facility Manager may enter into negotiations with the Contractor to affect the repairs. If the OGS, the Facility Manager, and Contractor reach agreement over the price and conduct of the repair, the OGS will issue an Authorization Letter that will fund the repair and serve as the Contractor’s notice to proceed. However, the State reserves the right to solicit offers from, and have corrections or repairs made by, other sources.

3.03 Work Scheduling
The Contractor shall instruct his/her personnel that anytime work is to be performed under this contract, that they shall coordinate all activities with the Facility Manager prior to arriving at the Facility, to ensure the equipment is available and access to the Facility can be granted. Also, when arriving at the Facility, all Contract personnel shall report to the Facility Manager in such a manner as pre-determined by the Facility Manager, and when exiting the facility, Contractor shall again notify the Facility Manager.

3.04 Overtime
During the term of the contract, the State, may authorize the Contractor to use overtime. This authorization will be granted only in those instances where OGS has made a determination that such action is in the overall best interest of the State. When this authority is granted, the Contractor shall pay its employees at a minimum, the overtime-hourly rate required by the New York State prevailing wage rate schedules or applicable Living Wage rate, and the State will reimburse Contractor for the difference between the regular hourly rate and the overtime-hourly rate.

3.05 Equipment, Wiring, and Circuit Changes
The Contractor shall not make changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, and may not alter the original circuit or wiring design of the system(s) unless authorized in writing by the Facility Manager. The Contractor shall submit any such proposed change to the Facility Manager for approval, and shall include complete legible drawings and wiring diagrams, as well as a complete description of the proposed change. Prior to submitting the proposed change, the Contractor shall, at its own cost and expense, obtain comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, the Contractor shall provide the Facility Manager with three exact copies of as-built drawings of the modifications including a complete description of the changes.

3.06 Callback Service
The Contractor shall provide local 24-hour-a-day, 7 days-a-week, callback service, as part of the monthly maintenance fee and at no added cost to the State. The Contractor may only bill for callback service if the work performed is not the responsibility of the Contractor (e.g. repairs for vandalism, fire, acts of God, negligence by the State, the public enemy, or other unusual circumstances). In the event of callback service, a qualified engineer will report to the site of the call when requested by the Facility Manager or those persons designated by the OGS, within one (1) hour after receipt of request.

For each service call, the Contractor shall provide to the Facility Manager/OGS, a copy of the work ticket(s) along with supporting documentation that contains the following minimum information:
(a) Name and address of the Contractor
(b) Name of the Contractor’s employee in charge of the work
(c) Name of the Contractor’s employee(s) performing the work.
(d) Date(s) work performed and work hours expended.
(e) Brief description of work performed/corrective action including equipment identification.
(f) Signature and name of the Contractor’s employee authorized to sign for the Contractor and attest to the necessity and completeness of the work, and the accuracy of the invoice.
The format and medium (hard copy or electronic) of such work ticket and supporting documentation must be approved by the Facility Manager in advance of the first submittal.

In the event of emergency callbacks during other than normal working hours necessitating the payment by the Contractor of premium or overtime wages, the Contractor shall pay its employees at a minimum, the overtime-hourly rate required by the New York State prevailing wage rate schedules or applicable Living Wage Rate, and the Facility Manager, upon receipt of properly documented bills, will certify for payment the actual amount for the premium portion of the wages. This emergency callback service is limited to health and safety type service. The Facility Manager will provide the Contractor with a list of individuals who are authorized to call for emergency services. This list will be updated as required. The Contractor shall provide the Facility Manager and OGS the names and telephone numbers (home, cellular, and office) of the persons to be contacted for emergency services.

3.07 Minimum Preventative Maintenance Requirements

1. The Contractor shall perform the necessary preventative maintenance required for safe and reliable operation, as specified by the manufacturer and applicable codes, rules and/or regulations. The preventative maintenance shall be performed timely and scheduled according to timeframes set by the manufacturer’s recommendations. If specific equipment covered by this contract requires additional preventative maintenance, the Contractor shall perform the required preventative maintenance without additional cost to the State. Preventative Maintenance is defined as regularly scheduled work on the system/equipment that the Contractor shall complete, to accomplish the following:

(a) Ensure their safe, reliable, and continued operations,

(b) Prevent breakdowns due to worn part(s),

(c) Maintain system/equipment above the point where deterioration begins.

2. Acceptable performance will be based on the following criteria:

(a) Completion of the scheduled preventative maintenance as specified by the manufacturer’s recommendations and applicable codes, rules and/or regulations,

(b) Completion of work check charts for each system/equipment components,

(c) All work required as a result of maintenance deficiencies noted as a result of State testing/inspections shall be complete within 30 working days of testing/inspection date. Within 3 working days of said test/inspection, Contractor shall provide the Facility Manager a schedule which includes but is not limited to; outlining the required scope of work and start and completion dates for the work.

(d) A level or decreasing trend in service calls/trouble calls. An increased frequency in service calls/trouble calls is not considered acceptable performance unless they occur by no fault of the Contractor such as acts of god or vandalism. A service call/trouble call is defined as a report of a malfunction made by the Facility Manager or designee and the Contractor’s subsequent response to, and correction of, the problem. In addition, performance shall be unacceptable if the Contractor fails to repair or correct deficiencies reported to the Contractor and for which the Contractor is responsible.

3. Prior to removing the system/equipment from service, the technician shall coordinate the removal with the Facility Manager.

4. The system/equipment put out of service shall be pre-approved by the Facility Manager. The time of day and the expected duration that the system/equipment can be shut down for routine maintenance shall be scheduled with the Facility Manager to minimize the disruption caused by the shutdown.

3.08 Reporting Requirements

1. Maintenance Control Program (MCP): Within fourteen (14) calendar days of contract award of this solicitation, the Contractor shall prepare and submit an approvable Maintenance Control Program, supported by written manufacturer’s documentation and applicable codes, rules and/or regulations, to
the Facility Manager and OGS for review and approval. The approved MCP shall include but not be limited to the following:

(a) The Contractor’s approved MCP must include the number of preventative maintenance hours (including minor repairs) per month,

(b) The MCP must reflect the 12-month contract year cycle, beginning upon contract award,

(c) The MCP must articulate all required work in such a format that the Facility Manager and/or any lay person (a non-industry expert) can understand the required tasks and be able to monitor whether or not the required tasks are being performed at the required intervals and to the required specifications.

2 Building Logs: The Contractor’s technicians, helpers and their associated personnel shall sign the building logs in accordance with the Facility Manager’s procedures and guidelines. Failure to sign in/out, whether intentional or not, may be understood to mean that services were not performed.

3 Building System/Equipment Records: Contractor shall keep and maintain a hard copy service record for each system showing all preventative maintenance, repairs and all callback service performed. The service record(s) shall be kept with the Facility Manager and shall indicate;

(a) Site location,

(b) Date and time (in work hours) required to perform the work,

(c) List all repairs and replacements performed.

The service record format and information provided shall be pre-approved by the Facility Manager.

4 Monthly Report(s): Contractor will submit to the Facility Manager an electronic report whose format has been previously approved by the Facility Manager, once per month, for each building system which outlines the following;

(a) Site location,

(b) Date and time (in work hours) required to perform the work including arrival and departure times,

(c) Type of work performed (preventative maintenance, repair, callback service, other),

(d) Description of work performed,

(e) In the case of callback service; provide a description of the callback and corrective action taken,

(f) List of all materials used,

(g) List of all work scheduled to be performed, but that was not completed during the specified time frame.

The monthly report format and information provided shall be pre-approved by the Facility Manager. In addition, upon request the Contractor shall provide for review, written manufacturer recommendations for preventative maintenance and the latest adopted editions of applicable codes, rules and/or regulations.

3.09 Safety Inspections and Tests
The Contractor shall perform all safety inspections and test that are required by applicable codes, rules and/or regulations. The results shall be submitted monthly to the Facility Manager and OGS along with the Preventative Maintenance Schedule (PMS) reports.

The Contractor shall provide all needed equipment to perform the tests at no additional cost to the Facility Manager. The Contractor shall provide an adequate quantity of qualified technicians familiar with the equipment to perform tests at no additional cost to the Facility Manager. The Contractor shall furnish test and condition reports after each test. After tests have been performed, all affected systems, etc. shall be checked and adjusted as required to meet manufacturer’s recommendations. **Systems shall not be placed in service until all tests, checks and adjustments are completed and the system(s) are in proper working condition.** The Contractor will not be held responsible for any damage to the building and equipment caused by these tests, unless such damage is a result of negligence by the Contractor. Failure to follow correct
procedures to prevent damages and failure to perform pretest examination shall be considered negligence by the Contractor.

The Contractor shall perform the elevator monthly “Manual Test” of phase one and phase two Fire Service Testing as required by ASME 17.1. The results shall be submitted along with the monthly maintenance control program reports.

3.10 Maintenance Services
Except for callback service, the Contractor shall perform all work during regular work hours of regular working days or as approved by the Facility Manager and OGS. The time of day each system is to be shut down for routine maintenance will be scheduled with the Facility Manager to minimize disruption. The Contractor shall record, in a log maintained by the Facility Manager, the actual arrival and departure times each day they are in the building. The Facility Manager will maintain a list of any non-emergency maintenance items and provide this list to the Contractor for corrective action.

3.11 Spare Parts
The Contractor shall provide all replacement parts of every description. All replacement parts shall be new as specified by the original manufacturer or new after-market parts that are accepted by the industry as equal or better. In any instance where replacement parts specified by the original equipment manufacturer or after-market part of equal or better quality are no longer available, an “equal” item may be acceptable, provided advance written approval of an item is obtained from the Facility Manager. The Contractor shall evaluate each specific installation to determine the spare parts inventory needed to be maintained on site in order to prevent downtime for spare parts procurement. The Contractor shall have and maintain on hand locally, a supply of spare parts sufficient for the full maintenance and expedient emergency repairs. Extenuating circumstances shall be documented by at least two vendors for unavailability of parts. At the Facility, the Contractor shall provide sufficient metal storage cabinet space for spare parts storage and metal containers for storage of waste and other flammable materials. An adequate supply of tools to make repairs without any undue delay shall also be maintained. The Contractor shall provide a lock to keep the contents of the metal storage cabinet secure and a key for the lock shall be provided to the Facility Manager. All worn out, damaged and defective parts being replaced by the Contractor shall be presented to the Facility Manager. The new parts shall have one year warranty. The new equipment shall have one year, or the manufacturer’s warranty, whichever expires later. In the event a part or equipment needs replacement during the warranty period, the Contractor shall replace the part or equipment at no cost for the State.

3.12 Housekeeping
1. The Contractor’s work site will be kept free of dust, dirt, grease, oil, and foreign debris to the extent possible as to not pose a safety or operational hazard.
2. The Contractor shall keep all Material Safety Data Sheets (MSDS) on file with the Facility Manager, or designee, for all commonly used products and shall provide the 1-800 telephone numbers for all products.
3. The Contractor will use reasonable care to minimize the generation of waste, and will properly dispose of all waste it does generate. The Contractor must follow environmentally safe practices when disposing of any waste.
4. The Contractor will use reasonable care to minimize risk its work poses to the environment, the customers, the general public and the contract employees.
5. The Contractor shall immediately notify the Facility Manager in writing of any indication of underground oil seepage which may be attributed to Contractor’s work.

3.13 Contractor Close-Out Inspection (If Required)
Sixty (60) days prior to the expiration of the contract, the Contractor and the Facility Manager, or designee, will make a complete examination of the building system/equipment covered under the contract. The Contractor shall coordinate and schedule the examination with the Facility Manager. The Facility Manager
shall determine if such an examination is warranted. The Facility Manager or designee will prepare an Existing Deficiency Report listing all deficiencies noted during the examination. The Contractor shall correct all deficiencies, as required by this contract, prior to the expiration of the.

* * * * *
Exhibit B-2
Custodial Services
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Custodial Services

1.0 Overview

1.01 Background
OGS is seeking an Integrated Facility Management (IFM) Contractor(s) to enter into a five year contractual agreement, to provide full service professional building and grounds operation, maintenance, and management services.

The building “Total Rentable Area”, “Total Cleanable Area”, “Net Rentable Occupied Area”, and “Net Area To Be Cleaned” is listed in the chart below. The price bid herein shall be representative of a fully occupied Building or Total Building Rentable Area. Bidder recognizes that during the contract term, Building occupancy rates may vary and as a result, the monthly payments may vary proportionally to Net Rentable Occupied Area. As applicable, based upon present Net Rentable Occupied Area, the following formula shall be used to reduce the monthly bid prices for payment purposes;

\[
\text{Monthly Reduction} = \frac{\text{Total Building Rentable Area} - \text{Net Rentable Occupied Area} \times 100}{\text{Total Building Rentable Area}}
\]

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Address</th>
<th>City</th>
<th>Zip Code</th>
<th>Gross Building Area (sqft)</th>
<th>Total Rentable Area (sqft)</th>
<th>Net Cleaned Area (sqft)</th>
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<tbody>
<tr>
<td>Hudson Valley Transportation Management Center</td>
<td>200 Bradhurst Avenue</td>
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<td>10532</td>
<td>108,634</td>
<td>101,520</td>
<td>81,201</td>
</tr>
</tbody>
</table>

1.02 Custodial Services
The Custodial Contractor will contract directly with the IFM Contractor as a Sub-Contractor. Bids contained herein shall be used to value services and ultimately for payment purposes.

1.03 Definition of Terms
References herein this solicitation or in Appendices and Exhibits hereto to;

1. “State” referred to herein this exhibit shall be understood to mean the State of New York, the New York State Office of General Services, New York State Office of the Fire Prevention and Control, or the State of New York Office of the State Comptroller.

2. OGS” referred to herein this exhibit shall be understood to mean the New York State Office of General Service’s Commissioner or his/her designated representative.

3. “IFM Contractor” referred to herein this exhibit shall be understood to mean the successful bidder who is awarded a contract by the State of New York resulting from this solicitation whereby the State is seeking an Integrated Facilities Management contractor.

4. “Facility Manager” referred to herein this exhibit shall be understood to mean the IFM Contractor’s representative.

5. “Contractor” referred to herein this exhibit shall be understood to mean the specific sub-contractor providing such services

1.04 Security Procedures
The Hudson Valley Transportation Management Center (HVTMC) has specific 24/7 security procedures, which must be followed. Contractor will work with the OGS and/or the Facility Manager 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.

2.0 Statement of Work for Custodial Services
Typical of New York State Office of General Services, Office Buildings:
The Contractor shall provide (furnish and install) all labor, materials (except as noted herein), supplies, and equipment consistent with applicable health and safety codes, rules, and regulations necessary for the performance of all custodial work associated with this contract including but not limited to: all restroom and other incidental supplies such as; toilet paper, paper towels, sanitary napkins insuring that vending machines are fully stocked each day, receptacle plastic trash liners, hand soap/sanitizers for all dispensers, gondolas and/or trash receptacles for transporting trash. In addition, the interior and exterior of all equipment/trash receptacles shall be cleaned daily. Details of service not explicitly stated in these specifications, but necessarily attendant thereto are deemed to be understood by the Contractor and included herein.

The total net area to be cleaned is listed in the chart above:

2.01 Scope of Work:
The contract consists of the categories of work as described below:
1) Schedule A - Daytime cleaning; Custodial services performed during normal building operating hours,
2) Schedule A - Nighttime cleaning; Custodial services performed after normal building operating hours.
3) On-Call Services,
4) Snow Control Requirements,
5) Emergency cleaning services and,
6) Schedule B - Additional Custodial Services

Schedule A – Daytime Cleaning:
Contractor shall provide custodial services as depicted in Schedule A – OGS Standard Custodial Requirements during the facility normal business operating hours. Contractor must designate a supervisor that will be available at all times during this period. Although nearly all of Schedule A work is expected to be performed during normal business operating hours, the OGS recognizes that it may be more prudent or due to extenuating circumstances, to perform some elements of the Schedule A work after normal business operating hours. These elements of work shall be pre-approved by the Facility Manager and shall be considered Schedule A - Nighttime Cleaning services.

The Contractor is advised that there are secured areas in the Facility. Some sensitive areas may require State Police escort.

Generally, rest rooms, elevator lobbies, corridors, stairways, and common areas may be cleaned at night, after 5 PM

Schedule A - Nighttime Cleaning:
Refer to Schedule A – Daytime Cleaning above. In the event areas are required to be cleaned during a night shift, Contractor must designate a supervisor that will be available at all times during this period. Also, Contractor shall ensure all doors utilized during the course of the work have been secured before vacating the building each work night. Contractor shall ensure that lights are switched off in each area of the building as the work is completed.
On-Call Services:
The Contractor must designate at least one custodial staff person who will respond when requested to the Facility Manager during normal facility operating hours to provide a variety of custodial services. The individual(s) must be Resident on site, must carry a pager and or cell phone or Nextel phone provided at the contractor's expense and must report to the Facility Manager for emergency situations or calls within fifteen (15) minutes of being called. These individuals will take direction from the Facility Manager as needed. The duties shall include, but not be limited to:

1) Cleaning up spills, accidents, etc.,
2) Replacing tissue and paper products as needed,
3) Spot cleaning; glass, floors, and entrance ways,
4) Possibly shoveling snow and other tasks as daily operations require,
5) Deliver and retrieve gondolas for rubbish / recycle as needed,
6) Empty trash,
7) Ensure all nighttime cleaning was performed correctly and correct deficiencies.

Snow Control Requirements:
Contractor shall provide snow and ice removal services at building entrances keeping the walkways clear from the building entrance to the sidewalk. Specific areas shall be as directed by the Facility Manager. These services shall be provided as needed during normal business operating hours and all such areas shall be cleared prior to the opening of the next business day. Contractor shall provide all labor, tools (shovels, etc.) and equipment (snow blower, etc.) as needed. Snow/Ice melting materials such as; salt, calcium/potassium chloride, etc. shall be furnished by the Facility and applied by the Contractor. Snow/ice removal services shall not in any way interfere with the normal day-to-day custodial requirements. Contractor shall provide additional staff for snow/ice removal as needed. Contractor shall be compensated for these services described herein under Contractor’s base bid services and included in Contractor’s monthly payment.

Emergency Cleaning Services:
Contractor shall be available to provide emergency cleaning services to include but not be limited to; fire, flood, smoke, and any other type of unforeseen emergency as determined by the Facility Manager. Contractor’s employees shall have all required training and/or certifications to properly address emergency services. Contractor’s approach to address Emergency cleaning services shall be defined in the Contractor’s “plan of operation” submitted with Contractor’s response to this solicitation. Contractor shall be compensated for emergency cleaning services as “additional services”. During an emergency, Contractor will be required to be onsite within one (1) hour after receiving the request from the Facility Manager with adequate staff to begin mitigating the emergency. This requirement is in effect 24/7/365 days per year.

2.02 Equipment Maintenance and Supply Inventory:
1) Any broken down or defective equipment must be repaired or replaced by the Contractor within twenty-four (24) hours of the occurrence.
2) The Contractor must maintain an inventory of required materials and supplies in stock at/or local to the Facility sufficient for thirty (30) days of routine operation.
3) Suitable space for the Contractor’s use in storing supplies, materials, and equipment will be furnished within the Facility. This space will be designated to the prospective Contractors at the time of their mandatory site visit of the Facility.

2.03 Performance Standards:
The following performance standards must be strictly adhered to during the term of the contract resulting from this solicitation. These standards define expectations, detail cleaning requirements, and provide building information and particulars.
These standards are referred to as:

Schedule A:
1) List of required cleaning services comprised of routine tasks and frequencies. Schedule A services are considered base bid services. Contractor will be compensated in equal monthly payments based on 1/12th of Contractor’s annual bid amount.

2) OGS Standard Cleaning Requirements: Are those requirements that are typical of all OGS buildings,

3) Building Specific Work / Frequency Modifications: Are those requirements that are unique to the building(s) referenced in this document and are intended to compliment the Standard Requirements and may be in addition to, but still considered base bid services.

Scheduling of Work:
1) Facility Manager shall approve Contractor’s written specific plan of approach to performing all services prior to the start of such services. Contractor understands that at any time during the contract period, Contractor’s schedule of services may need to be adjusted to accommodate facility and/or tenant requirements.

Trash and Recycling:
Contractor shall be required to service all areas of the building. All buildings typically contain the following three major areas:

1) Desk-Side Collection,

2) Central Designated Collection Areas, and

3) Common Areas/Pantries; these areas are generally used for bulk recyclables, waste, and cardboard. Cardboard boxes must be broken down.

Every employee will have two baskets at their desk, one labeled ‘3R’s program or something similar and a second basket for waste. The Contractor is responsible for emptying the entire contents of each basket type into appropriate receptacles in order to maintain separation, and bringing these receptacles to the loading dock or an area designated by the Facility Manager. All waste receptacles must be lined with a clear plastic liner. The Contractor must provide the liners. Appropriate signage will be provided by the Facility Manager, but maintained by the contractor.

2.04 Sustainable Cleaning Requirements (updated 05/23/11)

Regulations
1) Executive Order No. 4 -- Establishes a State Green Procurement and Agency Sustainability Program, which directs state agencies, public authorities and public benefit corporations to green their procurements and to implement sustainability initiatives. A copy of Executive Order No. 4 and the New York State Green Cleaning Guidelines are attached as an appendix hereto for easy reference.

2) New York’s Green Cleaning Law - OGS issued Guidelines for all schools in New York State in 2010 and provides a website for use by institutions and the general public with a wealth of free information and tools to promote adoption of effective green cleaning practices, leading to healthier indoor environments. OGS has developed a list of selected cleaning and maintenance products for schools and state agencies/public authorities to purchase and use. Click here for New York’s Green Cleaning website www.greencleaning.ny.gov

Green Cleaning Requirements
Contractor must be familiar with, implement, and maintain the cleaning of the buildings in conformance with New York’s Green Cleaning Law, whereby the procurement and use of cleaning products must have properties that minimize potential impacts to human health and the environment and must work
effectively. The List of Approved Products is available for the following five Product Categories for green cleaning:

1) Cleaning Products:
   - General Purpose Cleaners,
   - Glass Cleaners,
   - Bathroom Cleaners,
   - Carpet Cleaners,
   - Carpet Spot Removers and,
   - Toilet Bowl Cleaners.

2) Floor Finish,

3) Floor Finish Strippers,

4) Hand Soaps,

5) Vacuum Cleaners,
   - Vacuum Cleaners – should be selected from the OGS list of approved Vacuum Cleaners, requiring Carpet and Rug Institute (CRI) certification. See web link for product information https://greencleaning.ny.gov/Product/Default.aspx.

Contractor must select products in the above product categories from the OGS List of Approved Cleaning Products, See web link for product information: https://greencleaning.ny.gov/Product/Default.aspx

Contractor is required to train their employees in a comprehensive “green cleaning” program. See web link for Online Training Program https://greencleaning.ny.gov/Training/login.aspx

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

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

3) Paper Products
   - Paper Towels – products must meet one of the following three options: (Also, see Equipment category below on Hand Dryers.)
     - Green Seal GS-09 certification or Environmental Choice CCD-086 certification,
     - Contain a minimum of 40% post-consumer recycled content,
     - Chlorine Free Products Association certification.

   - Toilet Tissue – products must meet one of the following three options:
     - Green Seal GS-01 or Environmental Choice CCD-082 certification,
     - Contain a minimum of 20% post-consumer recycled content,
     - Chlorine Free Products Association certification.

4) Plastic Trash Can Liners – must contain a minimum of 10% post-consumer recycled content and be sized properly to minimize excess material.

5) Reduce the buildings’ Solid Waste Stream by requiring that cleaning staff attend an annual training on the 3 R’s program and how to collect and sort recyclables and transport them to appropriate locations.
6) Equipment

- Carpet Extraction Equipment – should be selected from products with CRI’s Bronze Seal of approval, at a minimum,
- Floor Burnishers – should have shrouds and active vacuum attachments,
- Hand Dryers – voluntary, not mandatory. These may well be worth consideration given their environmental benefits and advances in drying effectiveness and efficiency.

7) Entrance matting - Reduces the need to clean by using an entrance matting system at all outside building entrances. Such entrance matting systems prevent, to the extent possible, soil and other contaminants from entering the facility. Effective entrance floor matting systems can remove significant quantities of dirt from foot traffic entering a facility. Matting protects floors by stopping moisture and dirt at the door, makes floors easier to clean, and makes floors safer by reducing slipping.

8) Disinfectants/Sanitizers – the OGS Guidelines and lists of approved products do not include disinfectants as a product category. However, any such products must be EPA and NYS registered. In addition, individuals using such products should be properly trained in their usage and use of appropriate clothing or eyewear. Label directions should be followed, such as the need to clean a surface before application and appropriate dwell time, and any rinsing step required.

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

10) As part of the proposal submittal in response to this RFP, the contractor should submit a detailed plan for meeting the above Sustainable Cleaning/Green Cleaning Requirements. The plan should include, where appropriate, “green” products, equipment and methodologies for application and use within the Facility.

2.05 Material Safety Data Sheets (MSDS)

Within ten (10) calendar days post-award of an executed contract resulting from this solicitation, the Contractor shall provide a written list and associated MSDS Sheets of all chemicals to be used at the Facility. Two copies will be required, one will be held by the Contractor and one will be provided to the respective building manager's office at each location. This chemical list/inventory shall be updated and provided to the Facility Manager monthly.

2.06 Evaluation and Rating of the Custodial Program Inspection

Each week the Building(s) will be inspected by the Facility Manager or his/her designated contact and possibly a tenant representative(s). The inspections may take place at any time of day and with or without the accompaniment of the Contractor’s representative, at the State’s option. The results of the custodial program will be evaluated and rated using the “Custodial Services Performance Evaluation” sample form attached hereto.

The inspection, evaluation, and rating performed weekly as described herein shall be cumulative to total a monthly score. This will be done by treating each weekly rating as 20% or 25% of the monthly score, as appropriate, and at the end of the month, the weekly scores will be added together and this total divided by four (or five) to equal the month’s score.

The minimum acceptable score for each building will be 90%. If the score evaluated during any monthly inspection for any building falls below 90%, the Contractor will be required to take the necessary actions to correct the deficiencies indicated and bring the score up to a level of 90% or better before the next inspection.
If the Contractor fails to correct noted deficiencies; Contractor shall be subject to a review of its performance. In addition to the aforementioned requirements, any item rated UNSATISFACTORY (U) on the “Janitorial Services Performance Evaluation” form will be subject to immediate review with the Facility Manager and the Contractor’s representative to effect corrective measures. Any item rated UNSATISFACTORY (U) for more than two (2) consecutive weekly inspection periods will receive double the weighting on scoring. Upon failure by the Contractor to correct any aforementioned deficiencies by the third inspection, the Commissioner may exercise his right to terminate the contract either in whole or in part. The Contractor will be furnished a copy of each evaluation and rating of the custodial program by the Facility Manager for each inspection.

- Whenever the ratings of the custodial program falls below ninety percent (90%) for the same building for two (2) consecutive months on the “Janitorial Services Performance Evaluation” form, the Contractor shall be liable for and the State may deduct, as liquidated damages, from the monthly payments specified in the contract, starting with the second month of below 90% evaluation, a sum equal to one percent (1%) of such monthly payment for the subject building for each percentage point below one hundred percent (100%) by which the Contractor remains deficient. While 90% is the level of performance that the State of New York will take action against the Contractor, the State does expect a higher level of quality. NOTE: The Contractor shall be evaluated only on those tasks specified to be performed.
- Whenever the ratings of the custodial program falls below ninety percent (90%) for the same building for three (3) consecutive months, the State may terminate the contract, at his or her option.

Should the Contractor dispute the rating given, the Contractor shall in the first instance, within ten (10) calendar days of receiving written notice of the rating, request a meeting to discuss said rating with the Facility Manager. The Contractor shall be afforded a reasonable opportunity to be heard and to offer evidence in support of this appeal. The Facility Manager shall provide a written decision within fifteen (15) calendar days of the above meeting. The decision of the Facility Manager shall be final.

2.07 Minimum Hours and Liquidated Damages

Contractor’s employees must punch in and out on a “time clock” as directed by the Facility Manager. Cards shall not be removed unless the Facility Manager gives permission. Failure to punch in and out whether intentional or not, may at the discretion of OGS, be understood to mean that service was not performed.

Should the Contractor fail to supply the minimum number of worker hours for any Building during a weekly period, as enumerated in terms detailed under the accepted PLAN OF OPERATION, Contractor may be assessed liquidated damages against the amount invoiced for the subject building for the respective month. As the parties acknowledge that the State’s damages resulting from such a deficiency in work hours would be difficult to calculate, they agree that liquidated damages should be assessed according to the following criteria:

1. If a worker arrives late on any given day, that worker can work up to one hour late on that day to make up for the “lost” time,
2. No liquidated damages will be charged for those days that the Contractor works at least 95% of the required daily hours, and the total hours worked for the week exceeds the required weekly hours,
3. If Contractor’s actual daily/weekly worker hours performed are less than the parameters outlined in items 1 and 2 above, the Contractor will be assessed liquidated damages at two times the Hourly Wage times the total number of deficient worker hours based on the total worker hours defined in the Contractor’s Plan of Operation.
4. The total number of actual hours worked will be determined from the “time clock” records. The contractor must provide weekly hours as defined in the approved Plan of Operation. The minimum number of daily hours is calculated by dividing the minimum number of weekly hours as stated herein, by the number of working days per calendar week. It is advised that the Contractor include additional staff on the Contractor’s approved roster in order to insure that the minimum daily work hours are provided. Please note supervision hours bid, will also form a “supervisor
base hour” and any deficiency in daily/weekly hours as defined above is also subject to liquidated damages.

2.08 Schedule A – OGS Standard & Building Specific Cleaning Requirements
(Refer to following pages)
## Scope of Work

### Schedule A – OGS Standard Cleaning Requirements (updated 02/14/2013)

<table>
<thead>
<tr>
<th>Item</th>
<th>Freq.</th>
<th>Scope &amp; Standard</th>
</tr>
</thead>
</table>
| **Building Entrances** | Daily | **Doors & Side Lights**: Damp wipe fingerprints, smears, smudges, etc. from all entrance doors, and frames (inside and out).  
**Floors**: Dust mop, sweep, or vacuum entire floor areas. Machine scrub floors and hand wet mop all areas that cannot be machine scrubbed. Thoroughly vacuum/mop all entrance matting or carpets as appropriate.  
**Displays, Directories, Furniture, Pictures, etc**: must be dusted, cleaned, or washed as needed. Clean all telephone booths and fixtures. Clean benches and/or other furnishings.  
**Trash**: Remove all trash. Cans are to be lined with new/unused plastic liners. Empty and thoroughly wash any cigarette butt containers.  
**Walls**: Spot clean all wall areas as needed. Walls should be free of smudges, finger prints, marks, tape residue, etc.  
**Security Console/Visitor Management Station**: Remove all smudges, fingerprints, etc. |
| | Monthly | **Floor Buffing**: Spray Buff all floors with a solution of water and floor finish, commercially prepared.  
*(NOTE: Floors should be dusted & wet mopped prior to buffing and dust mopped after buffing)*  
**Trash**: Cans to be cleaned in and out and odor free. |
| | Quarterly | **Entrance Mats**: Shampoo and or pressure wash all entrance mats. |
| | Annually | **Walls, Metal Trim, Doors, etc**:  
Completely wash both sides of all exterior entrances and vestibules, glass, frames, handrails, stair treads and risers, handicapped ramps, and doors including all glass. Wash all Entrance areas walls. Schedule of service to be determined by the Facility Manager. |
| **Office Cleaning** | Weekly | **Dusting**: Thoroughly Dust all horizontal surfaces, Picture frames, partitions, wall clocks, etc. All surfaces are to be kept free of dust.  
**Walls**: Spot clean walls to remove marks, spills, etc. |
| **Walls** | Annually | Wash all walls in all corridors, and elevator lobbies. |
| **Drinking Fountains** | Daily | Sanitize and polish inside and outside of all drinking fountains thoroughly.  
**As Needed**: Plunge drinking fountain drains. If unsuccessful, immediately contact the Facility Manager. |
<table>
<thead>
<tr>
<th>Item</th>
<th>Freq.</th>
<th>Scope &amp; Standard</th>
</tr>
</thead>
</table>
| **Floors:** Office Area, Public & Common Areas or Corridors, Floor by Floor Lobbies | Daily | Resilient Tile or Hard Surfaces – Spot dust and damp mop as needed.  
Carpet - Spot clean and vacuum as needed. |
| | Weekly | Resilient Tile or Hard Surfaces - Dust mop, sweep, or vacuum entire floor areas. Machine scrub floors and hand wet mop all areas that cannot be machine scrubbed.  
Carpet - Vacuum all areas. |
| | Monthly | Resilient Tile or Hard Surfaces - Spray Buff all floors with a solution of water and floor finish, commercially prepared.  
(NOTE: Floors should be dusted & wet mopped prior to buffing and dust mopped after buffing)  
Thorough dusting of all horizontal surfaces, doors and frames, fire extinguishers telephones, bulletin boards, elevator doors, etc.  
Resilient Tile / Hard Surfaces  
Strip and refinish floors with synthetic, metal, interlocked non-slip material with minimum 21% solids.  
Apply a minimum of 3 coats of High Quality Floor finish.  
Building Manager to approve Products. Task includes labor to move landscape partitions, chairs, desks, file cabinets, etc.  
Carpeted  
Apply Pre spot/ Traffic spotter on all stains and/or heavy traffic areas. Shampoo all carpeted areas. Task includes labor to move landscape partitions, chairs, desks, file cabinets, etc. (NOTE: Acceptable shampoo methods DO NOT INCLUDE, Bonnet Type in itself without some accompanying wet extraction). |
| | Annually | Resilient Tile / Hard Surfaces  
As Needed | Hand Sanitizer Dispensers - Refill all hand sanitizer dispensers as needed. |
| Elevators / Escalators | Daily | Elevators - Thoroughly clean elevator car interiors walls, handrails, any glass, and elevator doors using only products recommended by the elevator manufacture or approved equal by the Facility Manager. Damp wipe floor indicators, wall surfaces, and wall hung fixtures. Sweep, wash, or vacuum floors including edges and elevator door tracks. Remove all debris from open car tops and dust/vacuum as needed.  
Escalators - Wipe down all metal surfaces and handrails. Vacuum escalator treads. Spot clean glass and railings. |
| | Weekly | Escalators - Clean treads with escalator machine comparable to a treadmaster. |
| | Quarterly | Elevators - Shampoo Carpets and polish door tracks |
### Schedule A – OGS Standard Cleaning Requirements (updated 02/14/2013)

<table>
<thead>
<tr>
<th>Item</th>
<th>Freq.</th>
<th>Scope &amp; Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pantry Areas</strong></td>
<td>Daily</td>
<td>Clean all pantry areas which consist of: emptying all waste/recycling receptacles and replacing receptacle liners with new/unused liners; filling towel/soap dispensers; spot clean floors, walls, exterior of cabinets and appliances; wipe down countertops, table tops, seating and sink/faucet set. Interior cleaning of cabinets and appliances is <strong>not</strong> included.</td>
</tr>
<tr>
<td><strong>Weekly</strong></td>
<td><strong>Dusting</strong> - Thoroughly Dust all horizontal surfaces, Picture frames, partitions, wall clocks, etc. All surfaces are to be kept free of dust.  <strong>Walls</strong> – Spot clean walls to remove marks, spills, etc.</td>
<td></td>
</tr>
<tr>
<td><strong>Monthly</strong></td>
<td><strong>Resilient Tile or Hard Surfaces</strong> - Spray Buff all floors with a solution of water and floor finish, commercially prepared. <em>(NOTE: Floors should be dusted &amp; wet mopped prior to buffing and dust mopped after buffing)</em></td>
<td></td>
</tr>
<tr>
<td><strong>Quarterly</strong></td>
<td>Sanitize all waste/recycling receptacles.</td>
<td></td>
</tr>
<tr>
<td><strong>Annually</strong></td>
<td><strong>Floors - Resilient Tile / Hard Surfaces</strong> Strip and refinish floors with synthetic, metal, interlocked non-slip material with minimum 21% solids. <strong>Apply a minimum of 3 coats of High Quality Floor finish.</strong>  <strong>Building Manager to approve Products.</strong> Task includes labor to move landscape partitions, chairs, desks, file cabinets, etc.  Thoroughly clean all walls, partitions, ceilings, air supply and returns vents, etc.  Interior cleaning of cabinets and appliances is <strong>not</strong> included.</td>
<td></td>
</tr>
<tr>
<td><strong>As Needed</strong></td>
<td>Plunge sink-drains. If unsuccessful, immediately contact the Facility Manager.</td>
<td></td>
</tr>
<tr>
<td><strong>Stairwells and Landings</strong></td>
<td>Daily</td>
<td>Police and remove all debris, cigarette butts, gum, etc. Spot sweep and damp spot mop as needed.</td>
</tr>
<tr>
<td></td>
<td>Weekly</td>
<td>Thoroughly sweep/vacuum and damp mop all stairs, landings and foyers. Wash all Fingerprints, smudges, smears on stairway doors, doorframes, walls, etc. Dust and or wash all handrails. Dust and or wash all surfaces, hose racks, and cabinet.</td>
</tr>
<tr>
<td><strong>Loading Docks or Vehicle decks</strong></td>
<td>Daily</td>
<td>Police any miscellaneous materials and debris. Sweep all areas. Empty all trash receptacles.</td>
</tr>
<tr>
<td><strong>Loading Dock Area</strong></td>
<td>Annually</td>
<td>Pressure wash walls and dock areas (Schedule of service to be determined by the Facility Manager).</td>
</tr>
<tr>
<td><strong>Food Service Venues / Newstands</strong></td>
<td></td>
<td>No custodial work is required or included in this contract within the demised premises including but not limited to; kitchen areas, dining areas, counters, tables, chairs, etc. as well as retail newsstand space. Proprietors of such venues are responsible for their own custodial services.</td>
</tr>
<tr>
<td>Item</td>
<td>Freq.</td>
<td>Scope &amp; Standard</td>
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<tr>
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</tr>
<tr>
<td><strong>Rest Rooms</strong></td>
<td><strong>Daily</strong></td>
<td>Thoroughly clean all rest rooms. Thorough cleaning consists of the emptying all waste receptacles and replace with new/unused plastic liners, filling of all soap dispensers (this includes hand sanitizer dispensers throughout the facility), towel dispensers, and tissue paper. Scrubbing of all interior and exterior surfaces of water closets, urinals, and lavatories; the washing and sanitizing of all shelves, dispensers, receptacles, etc.; the cleaning of all mirrors; the spot washing of walls, partitions, doors and the sweeping, mopping and rinsing of all floor areas. A solution of germicidal detergent sanitize odor counteracting material must be used for all cleaning and mopping operations.</td>
</tr>
<tr>
<td></td>
<td><strong>Weekly</strong></td>
<td>Dust all partition tops, hinges, hardware and air vents. Wipe down window sills/heat units.</td>
</tr>
<tr>
<td></td>
<td><strong>Quarterly</strong></td>
<td>Sanitize all waste receptacles.</td>
</tr>
<tr>
<td></td>
<td><strong>Annually</strong></td>
<td>Clean all walls, partitions, ceilings, air supply and returns vents. Strip/Scrub main rest room floors. Strip &amp; refinish any resilient or hard surface and shampoo any carpet. Wash all furniture, tables, chairs, etc.</td>
</tr>
<tr>
<td></td>
<td><strong>As Needed</strong></td>
<td>Restock all sanitary garment dispensers. Any broken /non working dispensers should be reported to the Facility Manager. Plunge water closet, lavatory and urinal drains. If unsuccessful, immediately contact the Facility Manager.</td>
</tr>
<tr>
<td><strong>Recycling</strong></td>
<td><strong>Daily</strong></td>
<td><strong>Central Designated Collection Areas &amp; Common Areas/Pantries</strong> – All recyclable material are to be removed from floors to designated areas on the loading dock, or areas designated by the Facility Manager. Cardboard, Boxes, and Pallets included. Cardboard must be broken down and organized for appropriate pick-up.</td>
</tr>
<tr>
<td></td>
<td><strong>Tuesday &amp; Thursday</strong></td>
<td><strong>Office Areas</strong> – All recyclable material from containers are to be removed from floors to designated area on the loading dock or areas designated by the Facility Manager.</td>
</tr>
<tr>
<td></td>
<td><strong>As Needed</strong></td>
<td><strong>Receptacles/Gondolas</strong> - Must be kept clean, sanitized and odor free at all times.</td>
</tr>
<tr>
<td><strong>Trash</strong></td>
<td><strong>Daily</strong></td>
<td><strong>Central Designated Collection Areas, Common Areas/Pantries &amp; Loading Docks</strong> - Waste receptacles and cigarette urns are to be emptied and trash removed from the premises daily. Waste receptacles are to be clean, odor free, and lined each day with a clear plastic liner.</td>
</tr>
<tr>
<td></td>
<td><strong>2x Daily</strong></td>
<td><strong>Exterior Building Perimeter</strong> - The area surrounding building perimeter must be policed for trash, papers, cigarette butts, etc at times designated by the Facility Manager. All trash/collection receptacles must be kept clean and properly lined.</td>
</tr>
<tr>
<td></td>
<td><strong>Mon, Wed, &amp; Fri</strong></td>
<td><strong>Desk-Side Collection</strong> - Trash cans are to be emptied, cleaned, odor free and lined with clear plastic liniers.</td>
</tr>
<tr>
<td></td>
<td><strong>As Needed</strong></td>
<td><strong>Receptacles/Gondolas</strong> - Must be kept clean, sanitized and odor free at all times.</td>
</tr>
<tr>
<td>Item</td>
<td>Freq.</td>
<td>Scope &amp; Standard</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>---------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Light Fixtures</strong></td>
<td>Once Every 2-Years on Even Years</td>
<td>Wash inside and outside of all light diffusers.</td>
</tr>
<tr>
<td>Offices, Lobbies, Stairs, Hallways, etc.</td>
<td></td>
<td>Contractor will be responsible to turn off all lighting after completion of duties each night in all areas. Contractor will not allow entry to any building or areas to any persons other than his immediate staff solely for the purpose of performing their tasks. Contractor will be responsible for re-securing any areas opened in the performance of his tasks.</td>
</tr>
<tr>
<td><strong>Lighting/Security</strong></td>
<td>Daily</td>
<td>Contractor will be responsible to turn off all lighting after completion of duties each night in all areas. Contractor will not allow entry to any building or areas to any persons other than his immediate staff solely for the purpose of performing their tasks. Contractor will be responsible for re-securing any areas opened in the performance of his tasks.</td>
</tr>
<tr>
<td><strong>Equipment/Supply Rooms</strong></td>
<td>As Needed</td>
<td>All supply rooms should be kept neat and orderly. Equipment being used under this contract must be maintained in good working condition and should be clean and presentable.</td>
</tr>
<tr>
<td><strong>Building Deficiencies</strong></td>
<td>Daily</td>
<td>Contractor and all employees will promptly notify Building Manager of any deficiencies found in the performance of their tasks. Items to report should include any electrical, lighting, plumbing, or HVAC, issues, also any discovered damages to facility or structure, etc.</td>
</tr>
<tr>
<td><strong>Safety Considerations</strong></td>
<td>As Needed</td>
<td>Contractor will take all safety precautions when performing duties. Such as; must use wet floor caution signs, ropes, barricades, etc. when wetting floors. All chemical containers are required to be labeled, etc.</td>
</tr>
<tr>
<td><strong>Janitor Closets, Central Recycling Areas, and Service Corridors</strong></td>
<td>Daily</td>
<td>Empty all trash and recycle collection barrels, barrels must be kept clean, odor free and lined with a plastic liner. Necessary lids must be kept on barrels. Police/clean sink and floor area. (Note – Doors must be kept closed.) Note – All trash and recycles must be transported to designated collection sites for handling and disposal. Weekly Thoroughly clean and sanitize inside &amp; outside of sink, faucet, and connecting piping. Dust shelves and horizontal surfaces. Sweep, mop, and sanitize floor area. Vacuum vents, and maintain supplies and equipment in an orderly manner. As Needed Plunge slop sink drains. If unsuccessful, immediately contact the Facility Manager.</td>
</tr>
<tr>
<td><strong>Emergency Call Boxes, Hose Cabinets, Fire Extinguishers, AED Cabinets, etc</strong></td>
<td>Weekly</td>
<td>Dust and or wash all surfaces, hose racks, and cabinet.</td>
</tr>
<tr>
<td></td>
<td>Annually</td>
<td>Wash cabinets and fixtures inside and out including any glass.</td>
</tr>
<tr>
<td><strong>Air Vents</strong></td>
<td>Annually</td>
<td>Clean all air supply and return grilles in all areas. Note – Vacuuming alone may not be sufficient – depending on type of grille hand washing may be required.</td>
</tr>
</tbody>
</table>

End of Schedule A – OGS Standard Cleaning Requirements
<table>
<thead>
<tr>
<th>Item</th>
<th>Freq.</th>
<th>Scope &amp; Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rubbish Removal and Restrooms</td>
<td>Saturday, Sundays and Holidays</td>
<td>Pick up trash and clean restrooms (in accordance with standard daily restrooms cleaning requirements) during the morning hours in the areas of the State Police barracks, the DOT Operation Center and 911 Center. The cost of the item shall be included in the contractor’s schedule A base bid work.</td>
</tr>
<tr>
<td>Rubbish Removal, Recycling Removal, Restrooms, Pantries, and General purpose cleaning</td>
<td>As needed and during an emergency activation</td>
<td>Provide custodial services according to standard cleaning requirements.. Cost of this item shall be compensated as Additional Services at the approved hourly rates and actual, fair and reasonable material costs.</td>
</tr>
</tbody>
</table>

End of Schedule A – Building Specific Cleaning Requirements
### Custodial Services Performance Evaluation

**Contractor: ____________________________  Contract # ________________**  
**Inspected By: _____________________________  Prepared By: _____________________________**  
**Building: _______________________________________________________________________**

**Instructions For Rating Custodial Services:**  
The designated evaluator from the tenant will tour the building accompanied by the building manager and, optionally, a designated individual from the contractor. Each of the described performance areas will be rated as either Satisfactory (S) or Unsatisfactory (U).

THE CONTRACTOR WILL RECEIVE WEIGHTED POINTS FOR EACH SATISFACTORY RATING AND 0 POINTS FOR UNSATISFACTORY. Areas rated as unsatisfactory may have a stated reason as to the deficiency or a written comment. Refer to page number 3.

**Performance Areas**

| Insert Floor Number;  
<table>
<thead>
<tr>
<th>(use additional sheets as necessary):</th>
<th>_____</th>
<th>_____</th>
<th>_____</th>
<th>_____</th>
</tr>
</thead>
</table>

**1. Trash and Recycling**
- a. Trash Emptied  
  - S  
- b. Trash Liners Changed  
  - S  
- c. Receptacles Cleaned  
  - S  
- d. Recycling Receptacles Empty  
  - S

**2. Dusting**
- a. Horizontal Surfaces  
  - S  
- b. High and Low  
  - S

**3. Floors**
- a. Spot Cleaned  
  - S  
- b. Vacuumed  
  - S  
- c. Swept, Dust Mopped  
  - S  
- d. Wet Mopped  
  - S  
- e. Buffed  
  - S

**4. Restrooms**
- a. Wash Bowls  
  - S  
- b. Toilets  
  - S  
- c. Urinals  
  - S  
- d. Mirrors  
  - S  
- e. Floors  
  - S  
- f. Walls  
  - S  
- g. Partitions  
  - S  
- h. Door Plates, Louvers, etc.  
  - S  
- i. Waste Receptacles  
  - S  
- j. Sanitary Napkin Receptacles  
  - S  
- k. Supplies Replenished  
  - S

**5. General**
- a. Drinking Fountain Cleaned  
  - S  
- b. Partition Glass  
  - S  
- c. Common Area Walls  
  - S
6. Entrance Areas/Decks

   a. Ash receptacles cleaned   S   S   S   S
   b. Entrance Glass Cleaned   S   NA   NA   NA
   c. Mats and Runners Cleaned   S   NA   NA   NA

7. Other

   a. Elevator Floors   S   S   S   S
   b. Elevator Walls   S   S   S   S
   c. Elevator Doors   S   S   S   S
   d. Stairwell Walls, Floors   S   S   S   S

Total Score: 100

Remarks:

1. Dirty basket liners.
2. Trash and/or Recycling baskets not emptied.
3. Top of filing cabinets/shelves dusty.
4. Vacuuming required.
5. Major spot cleaning req. floors/carpets.
6. Debris not swept up on floors.
7. Soap scum build-up around fixtures.
8. Walls behind sinks not cleaned.
9. Toilet fixture not cleaned inside/out.
10. Mirrors not cleaned.
11. Toilet partitions not cleaned.
12. Doors & frames require washing/dusting.
13. Door louvers dirty.
15. Toilet paper dispenser empty.
16. Toilet paper rolls not secured.
17. Remove double sided tape from walls.
18. Bottoms/sides of fountain not cleaned.
19. Elevator lobby not swept/mopped.
20. Elevator cab tracks dirty with debris.
21. Doors have hand prints/stains.
22. Flat surfaces in stairwells dirty.
23. Stair railings dusty.
24. Wax build up on walls, doors, etc.

Comments:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
cc: Building Manager’s Office, Tenant Facility Manager,

Schedule B – Custodial Additional Services – Unit Price Bids

Contractor: _____________________________________________ Dated: __________________
Facility: _____________________________
Hourly Billing Rate; Cleaner = $ _____________  Hourly Billing Rate; Supervisor = $: _____________

The unit price bid for Schedule B work is the maximum amount the Contractor can invoice for each unit/work item.
Schedule B work is considered Additional Services and Contractor shall be compensated as such, only when
preapproved in writing by the by the Deputy Commissioner, Real Property Management & Facilities or his/her designee.

Contractor shall only perform Schedule B work when requested to do so by OGS and the Contractor’s proposal for such
work is approved by OGS. When and if OGS requests the Contractor to perform Schedule B work, the Contractor shall
prepare a signed written proposal which shall include; a statement of the work, a schedule to perform the work, a unit
price breakdown of the work based on the unit prices bid herein and a description of the expected outcome when work is
completed. If the work requested of the Contractor is not listed as a line item below, Contractor shall price the work based
upon the Contractor’s Hourly Wage Rate and generally accepted industry production rates. The proposal format shall be
as approved by OGS and may include the Tenant Agency’s approval if such work is originally requested by a Tenant
Agency.
Schedule B Invoicing will be reviewed and approved by the Facility Manager prior to Contractor's submission of same to the OGS for payment processing.

<table>
<thead>
<tr>
<th>Services Available</th>
<th>Contractors Average Production Rate</th>
<th>Billing Rate</th>
<th>Unit Price Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td>Amount</td>
</tr>
<tr>
<td>Shampoo Upholstered Couch</td>
<td></td>
<td>couch/hr</td>
<td>$</td>
</tr>
<tr>
<td>Vacuum Draperies</td>
<td></td>
<td>sq. ft./hr</td>
<td>$</td>
</tr>
<tr>
<td>Wash &amp; Rehang Draperies</td>
<td></td>
<td>sq. ft./hr</td>
<td>$</td>
</tr>
<tr>
<td>Dry /Clean &amp; Rehang Draperies</td>
<td></td>
<td>sq. ft./hr</td>
<td>$</td>
</tr>
<tr>
<td>Wash Waste Baskets</td>
<td></td>
<td>basket/hr</td>
<td>$</td>
</tr>
<tr>
<td>Wash &amp; Rehang Venetian Blinds</td>
<td></td>
<td>sq. ft./hr</td>
<td>$</td>
</tr>
<tr>
<td>Vacuum Venetian Blinds</td>
<td></td>
<td>sq. ft./hr</td>
<td>$</td>
</tr>
</tbody>
</table>

**Floors:**
- Strip & Refinish Floors  |  | sq. ft./hr | $ | $ | per sq. ft./hr |
- Spray Buff Floors  |  | sq. ft./hr | $ | $ | per sq. ft./hr |
- Shampoo Carpets  |  | sq. ft./hr | $ | $ | per sq. ft./hr |
### Schedule B – Custodial Additional Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Contractors Average Production Rate</th>
<th>Billing Rate</th>
<th>Unit Price Bid</th>
<th>Unit Price Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Walls:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wash Wall</td>
<td></td>
<td>sq. ft./hr</td>
<td>$ ___________ $ ___________</td>
<td>per sq. ft./hr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wash Partitions</td>
<td></td>
<td>sq. ft./hr</td>
<td>$ ___________ $ ___________</td>
<td>per sq. ft./hr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wash Glass Partition</td>
<td></td>
<td>sq. ft./hr</td>
<td>$ ___________ $ ___________</td>
<td>per sq. ft./hr</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Ceiling:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vacuum Ceiling</td>
<td></td>
<td>sq. ft./hr</td>
<td>$ ___________ $ ___________</td>
<td>per sq. ft./hr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wash Painted Plaster Ceilings</td>
<td></td>
<td>sq. ft./hr</td>
<td>$ ___________ $ ___________</td>
<td>per sq. ft./hr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dust Light Fixture</td>
<td></td>
<td>sq. ft./hr</td>
<td>$ ___________ $ ___________</td>
<td>per sq. ft./hr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wash Light Fixture</td>
<td></td>
<td>sq. ft./hr</td>
<td>$ ___________ $ ___________</td>
<td>per sq. ft./hr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wash &amp; Re-lamp Light Fixture</td>
<td></td>
<td>sq. ft./hr</td>
<td>$ ___________ $ ___________</td>
<td>per sq. ft./hr</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Miscellaneous:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wash Interior Partition</td>
<td></td>
<td>sq. ft./hr</td>
<td>$ ___________ $ ___________</td>
<td>per sq. ft./hr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Door or Window Glass</td>
<td></td>
<td>sq. ft./hr</td>
<td>$ ___________ $ ___________</td>
<td>per sq. ft./hr</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specialized Porter Service</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specialized Matron Service</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specialized Trash Removal</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove Full 3 Cubic Yard Dumpsters</td>
<td></td>
<td>each</td>
<td>$ ___________ $ ___________</td>
<td>per dumpster</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Move Furniture</td>
<td></td>
<td></td>
<td></td>
<td>$ ___________</td>
<td>$ ___________</td>
<td>/hr</td>
</tr>
</tbody>
</table>

End of Schedule B – Custodial Additional Services – Unit Price Bids
## Schedule A1 – OGS Standard Cleaning Requirements

<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly Wage Rate</th>
<th>x</th>
<th>No. of Hrs/Year</th>
<th>=</th>
<th>Annual Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaner</td>
<td>$</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervisor</td>
<td>$</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Annual Bid – Labor Only: $

Materials, Supplies, Equipment: $

Total Schedule A – OGS Standard: $

## Schedule B – Custodial Additional Services

<table>
<thead>
<tr>
<th>Title</th>
<th>Billing Rate</th>
<th>x</th>
<th>Est. # of Hrs/Year</th>
<th>=</th>
<th>Annual Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaner</td>
<td>$</td>
<td>x</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervisor</td>
<td>$</td>
<td>x</td>
<td>100</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Annual Bid – Labor Only: $

Materials, Supplies, Equipment: $

Total Schedule B – Additional Services: $

Total Annual B = Schedules A1+A2+B: $
# Exhibit B-3
Elevator Preventative and Corrective Maintenance Services

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1.0 OVERVIEW

1.01 BACKGROUND

OGS is seeking an Integrated Facility Management (IFM) Contractor(s) to enter into a five year contractual agreement, to provide full service professional building and grounds operation, maintenance, and management services.

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Address</th>
<th>City</th>
<th>Zip Code</th>
<th>Gross Building Area (Sqft)</th>
<th>Total Rentable Area (Sqft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hudson Valley Transportation Management Center</td>
<td>200 Bradhurst Avenue</td>
<td>Hawthorne</td>
<td>10532</td>
<td>108,634</td>
<td>101,520</td>
</tr>
</tbody>
</table>

1.02 Elevator Preventative and Corrective Maintenance Services

The Elevator Preventative and Corrective Maintenance Contractor will contract directly with the IFM Contractor as a Sub-Contractor. Bids contained herein shall be used to value services and ultimately for payment purposes.

1.03 Definition of Terms

References herein this solicitation or in Appendices and Exhibits hereto to;

1. “State” referred to herein this exhibit shall be understood to mean the State of New York, the New York State Office of General Services, New York State Office of the Fire Prevention and Control, or the State of New York Office of the State Comptroller.

2. “OGS” referred to herein this exhibit shall be understood to mean the New York State Office of General Service’s Commissioner or his/her designated representative.

3. “IFM Contractor” referred to herein this exhibit shall be understood to mean the successful bidder who is awarded a contract by the State of New York resulting from this solicitation whereby the State is seeking an Integrated Facilities Management contractor.

4. “Facility Manager” referred to herein this exhibit shall be understood to mean the IFM Contractor’s representative.

5. “Contractor” referred to herein this exhibit shall be understood to mean the specific sub-contractor providing such services referenced herein.

1.04 SECURITY PROCEDURES

The Hudson Valley Transportation Management Center (HVTMC) has specific 24/7 security procedures, which must be followed. Contractor will work with the OGS and/or the Facility Manager 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.
2.0 STATEMENT OF WORK

2.01 DEFINITION OF TERMS
References herein this solicitation or in Appendices and Exhibits hereto to;

“Preventative and Corrective Maintenance” shall mean that the Contractor's bid price includes, but is not necessarily limited to: all labor, all material and supplies, all non-billable call back service work and special requests; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. Details of service not explicitly stated in these specifications, but necessarily attendant is deemed understood by the Contractor and included herein.

“ANSI” shall be understood to mean the most current American National Standards Institute,

“ASME” shall be understood to mean the most current version of the American Society of Mechanical Engineers provision that is cited.

“Contractor” referred to herein this exhibit shall be understood to mean the entity awarded a contract as a result of this RFP.

“Elevators” whenever reference is made to it, it shall be understood to mean elevators, escalators, stage lifts, wheelchair lifts, and dumbwaiters where applicable.

“Service” means provision of labor and materials including all ancillary costs for the performance of preventative or corrective maintenance. “State” referred to herein this exhibit shall be understood to mean the State of New York, the New York State Office of General Services, New York State Office of the Fire Prevention and Control, or the State of New York Office of the State Comptroller.

OGS” referred to herein this exhibit shall be understood to mean the New York State Office of General Service’s Commissioner or his/her designated representative.

“IFM Contractor” referred to herein this exhibit shall be understood to mean the successful bidder who is awarded a contract by the State of New York resulting from this solicitation whereby the State is seeking an Integrated Facilities Management contractor.

“Facility Manager” referred to herein this exhibit shall be understood to mean the IFM Contractor’s representative.

2.02 GENERAL
All references to elevators included herein shall be considered to include escalators, wheelchair lifts, and dumbwaiters, where applicable.

Contractor's bid shall include preventative and corrective elevator maintenance services, in every respect. Details of service not explicitly stated in this document but necessarily attendant thereto, is deemed understood by the Contractor and included herein. The Contractor shall furnish all labor, material and equipment usually furnished with elevator services in accordance with the manufacturer's recommendations, New York State Property Management Code and ASME latest applicable adopted editions, including supplements, of elevator codes, standards, etc.

All work under this contract shall be performed by skilled, competent, journeyman elevator mechanics directly employed and/or supervised by the Contractor. Elevator mechanic helpers
and/or elevator mechanic apprentices may be used, provided they are under the direct supervision of a journeyman elevator mechanic on site at all times. Direct supervision means working under constant guidance or simultaneously with a journeyman elevator mechanic. All journeyman elevator mechanics shall have a minimum of three (3) years of experience maintaining elevators and escalators. Sufficient personnel shall be assigned to complete preventative and corrective maintenance services in a timely manner. Within fourteen (14) calendar days after award of this solicitation document, the Contractor shall furnish the Facility Manager with the Maintenance Control Program (MCP) along with a detailed schedule indicating how and when the Contractor plans to accomplish all required previously identified pre-maintenance repairs (if applicable), and a detailed schedule of the preventative maintenance for the first contract year. During the term of the contract, annual updates to the MCP (if applicable) shall be provided to the Facility Manager by the Contractor. Cost for pre-maintenance repairs shall be included in the Contractor’s original bid however, the Facility Manager and/or the OGS reserve the right to solicit offers from, and have corrections or repairs made by, other sources.

Contractor is completely responsible for their work, including any damages or breakdowns caused by the failure to take appropriate action.

2.03 SCOPE
The Contractor shall furnish all material, labor, supervision, tools, supplies and equipment necessary to provide preventative and corrective maintenance services, including all inspections, adjustments, tests, parts replacement, and repairs necessary to keep the elevators identified herein in continuous use at their initial performance ability (same speed, safety, and efficiency) as originally specified by the equipment manufacturer or most recent upgrade specifications. All material and equipment furnished shall be new and in excellent working condition. All preventative and corrective maintenance, and adjustments shall be in compliance with the latest adopted editions of New York State Property Management Code; ASME A17.1, Safety Code for Elevators and Escalators, A17.2, Inspector’s Guide for Elevators and Escalators, and A17.3 Safety Code for Existing Elevators and Escalators (including supplements) hereinafter referred to as ASME A17 and ASME A18.1, Safety Standard for Platform Lifts and Stairway Chairlifts. The safety practice and procedures in the “Elevator Industry Field Employees Safety Handbook” shall also be followed when performing preventative and corrective maintenance services.

The Contractor shall give immediate notice to the Facility Manager of any apparent damage to the equipment covered under this contract. The Contractor shall notify the Facility Manager, verbally on the day of discovery, and shall follow-up in writing no later than three (3) days thereafter, informing of the existence or development of any defects in, or repairs required to, the elevator equipment which the Contractor does not consider to be its responsibility under the terms of the contract. Failure to do so will render the Contractor responsible for those repairs at no additional cost to the State. The Contractor shall furnish the Facility Manager with a written estimate of the cost to correct the defects or make the required repairs for services exceeding the pre-determined amounts stated on section 3.04. The Contractor’s estimate shall be itemized into labor and material costs. The Facility Manager will submit the proposal to the OGS, whom reserves the right to make final decision concerning the responsibility for such corrections or repairs. In those instances when the OGS determines that the State is responsible for such corrections or repairs, the State may enter into negotiations with the Facility Manager to affect the repairs. If OGS and Facility Manager/Contractor reach agreement over the price and conduct of the repair, OGS will issue an Authorization Letter that will fund the repair and serve as the Contractor’s notice to proceed. However, the State reserves the right to solicit offers from, and have corrections or repairs made by, other sources.
### 2.04 Work Not Included in Contract
The following items of work are specifically not included as work which the Contractor is responsible to perform:

1. Refinishing of the elevator car interior walls, elevator car interior ceiling, elevator car floor covering, and escalator balustrades, trim and moldings
2. Elevator equipment room lighting ballasts and light fixtures (except bulb replacement is included).
3. Hoist way enclosure walls, and hoist way door frames and sills.
4. Telephone Company lines (except elevator telephone or intercommunication systems are included).
5. Main line power switches.
7. Elevator equipment room lighting ballasts and lighting fixtures.

### 2.05 Work Scheduling
The Contractor shall instruct his/her personnel that anytime work is to be performed under this contract, that they shall coordinate all activities with the Facility Manager prior to arriving at the Facility, to ensure the equipment is available and access to the Facility can be granted. Also, when arriving at the Facility, all Contract personnel shall report to the Facility Manager in such a manner as pre-determined by the Facility Manager, and when exiting the facility, Contractor shall again notify the Facility Manager.

### 2.06 Overtime
During the term of the contract, the Facility Manager may authorize the Contractor to use overtime in order to expedite major repairs. This authorization will be granted only in those instances where the Facility Manager has made a determination that such action is in the overall best interest of the State. When this authority is granted, the Contractor shall pay its employees at a minimum, the overtime-hourly rate required by the NY State prevailing wage rate schedules or applicable Living Wage rate, and the State will reimburse Contractor for the difference between the regular hourly rate and the overtime-hourly rate.

### 2.07 Equipment, Wiring, and Circuit Changes
The Contractor shall not make changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, and may not alter the original circuit or wiring design of the elevators unless authorized in writing by State. The Contractor shall submit any such proposed change to the State for approval, and shall include complete legible drawings and wiring diagrams, as well as a complete description of the proposed change. Prior to submitting the proposed change, the Contractor shall, at its own cost and expense, obtain comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, the Contractor shall provide the Facility Manager with three exact copies of as-built drawings of the modifications including a complete description of the changes.

### 2.08 Schematic Wiring Diagrams
The Contractor shall maintain a complete set of current, legible schematic wiring diagrams in each elevator machine room for each elevator machine contained therein. If schematic wiring diagrams are present during the initial survey of the jobsite, but are missing during the effective contract start date, the Facility Manager will assist in retrieving the schematic wiring diagrams from the previous contractor. To the extent that any of the required schematic wiring diagrams are not available at the
time of the awarded contract, or cannot be retrieved from the previous contractor, it will be the responsibility of the Contractor to provide replacement diagrams at a cost to the State. The cost to provide replacement schematic wiring diagrams shall be considered a pre-maintenance cost. At the end of the contract term, any schematic diagrams provided by the Contractor will become the property of the State.

2.09 Callback Service

The Contractor shall provide local 24-hour-a-day, 7 days-a-week, callback service, as part of the monthly maintenance fee and at no added cost to OGS. The Contractor may only bill for callback service if the work performed is not the responsibility of the Contractor (e.g. repairs for vandalism, fire, acts of God, negligence by the State, the public enemy, or other unusual circumstances). Please note, the only situation that State would be responsible for paying the overtime wages is if the callback is a result of causes beyond the Contractor’s control and without the fault or negligence of the Contractor (i.e. Contractor’s responsibilities associated with scheduled facility shutdowns, acts of God, vandalism, the public enemy, fires, floods, etc.). The Contractor shall pay its employees at a minimum, the overtime-hourly rate required by the NY State prevailing wage rate schedules or applicable Living Wage Rate, and the Facility Manager, upon receipt of properly documented bills, will certify for payment the actual amount for the premium portion of the wages. In the event of callback service, a journeyman elevator mechanic will report to the site of the call when requested by the Facility Manager or those persons designated by the Facility Manager, Callback services to release trapped passengers, shall be performed in accordance with the procedures specified in the ASME A17.4, Guide for Emergency Evacuation of Passengers from Elevators, shall be followed.

The contractor responsiveness schedule is the following:

1. Within one (1) hour after receipt of request for any stalled elevator(s) containing trapped passenger or any elevator designated herein as being essential, refer to Section 4.02.
2. Within the first two (2) regular work hours of the next regular working day for any of the other elevator(s).
3. Within one (1) hour after receiving an emergency request from the Facility Manager or his/her designee.

For each service call, the Contractor shall provide to the Facility Manager, a copy of the work ticket(s) along with supporting documentation that contains the following minimum information:

(a) Name and address of the Contractor
(b) Name of the Contractor’s employee in charge of the work
(c) Name of the Contractor’s employee(s) performing the work.
(d) Date(s) work performed and work hours expended
(e) Brief description of work performed/corrective action including equipment identification
(f) Signature and name of the Contractor’s employee authorized to sign for the Contractor and attest to the necessity and completeness of the work, and the accuracy of the invoice.

The format and medium (hard copy or electronic) of such work ticket and supporting documentation must be approved by the Facility Manager in advance of the first submittal.
The Facility Manager will provide the Contractor with a list of individuals who are authorized to call for emergency services. This list will be updated as required. The Contractor shall provide to the Facility Manager the names and telephone numbers (home, cellular, and office) of the persons to be contacted for emergency services.

2.10 **PREVENTIVE AND CORRECTIVE MAINTENANCE SERVICES REQUIREMENTS**

The Contractor shall perform the necessary preventative and corrective maintenance required for the safety and reliable operation of the elevators. The preventative and corrective maintenance shall be performed timely and scheduled according to timeframes set by the manufacture’s recommendations and codes cited on section 2.03 - Scope.

1. **PREVENTATIVE MAINTENANCE SERVICE**

Preventative Maintenance services as referred to herein shall mean the process of routine examination, lubrication, cleaning, and adjustment of parts, components, and/or subsystems for the purpose of ensuring performance in accordance with applicable Code requirements and the manufacturer’s specifications. The Contractor’s bid price shall include, but is not necessarily limited to the manufacturer’s preventative maintenance recommendations, ASME A.17.1 and all labor, all material and supplies, all non-billable call back service work and special requests; all ASME required elevator testing and inspections, all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. Details of preventative maintenance service not explicitly stated in these specifications, but necessarily attendant thereto is deemed understood by the Contractor and included herein.

Subject to the capability of the equipment, and as documented by the Contractor and such documentation approved by the Facility Manager, the Contractor shall ensure that the following original operating criteria is maintained at all times for each elevator:

(a) Maximum capacity in pounds
(b) Rated speed in feet per minute
(c) Door operation
(d) Traffic handling capabilities
(e) Response times
(f) Ride quality

2 **CORRECTIVE MAINTENANCE SERVICE**

Corrective Maintenance as referred to herein shall mean Repair and/or Replacement services. Repair services shall mean the reconditioning or renewal of parts, components, and/or subsystems necessary to keep equipment in compliance with applicable Code requirements and the manufacturer’s specifications. Replacement services shall mean the substitution of a device or component and/or subsystems in its entirety, with a unit that is basically the same as the original for the purpose of ensuring performance in accordance with applicable Code requirements and the manufacturer’s specifications.

The Contractor’s maintenance bid price(s) shall include, but is not necessarily limited to, all preventative maintenance service and all corrective maintenance service up to $2,500.00 (elevators and escalators), $1,000.00 (hydraulic elevators) or $500.00 (wheelchair lifts and
dumbwaiters) per item. Contractor must justify all costs for corrective maintenance service that exceeds these thresholds per item to the State’s satisfaction. For all items so justified, Contractor shall be compensated for the full cost of all Corrective Maintenance items exceeding these thresholds (these thresholds are calculated on a per item basis, and cannot be reached by combining like items under the threshold) as “Additional Services”. The services shall be performed in accordance with the latest adopted editions of ASME A17.1. If such corrective maintenance is determined to be the result of Contractor's negligence, Contractor shall not be additionally compensated.

3 Scheduled Building Shutdowns
An elevator mechanic shall be required to be on site during all shutdowns. Scheduled shutdowns occur during non-business hours (i.e.: 5:30 pm to 8:00 am business days, 24 hours on weekends and holidays). There is typically two scheduled building shutdowns each year. The scheduled shutdown will require one elevator mechanic to be on site for the duration of the shutdown. Shutdown durations are approximately eight hours. The cost of shutdowns will be compensated as an Additional Service.

4 Additional Services
Additional Services (Corrective Maintenance items in excess of the thresholds stated in Section 2.10.2 hereof, other uncovered repairs, upgrades, any work performed by subcontractors other than for base bid preventative maintenance services, etc.) shall only be performed when pre-approved in writing by the Executive Director OGS Real Property Management & Facilities or his/her designee, and shall be compensated at the rates bid for labor and materials. 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 Executive Director 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.

5 Pre-Maintenance
OGS has identified the items listed below as necessary pre-maintenance repairs. For each piece of equipment, bidders must include on the bid form a total cost for all pre-maintenance repairs. Also, the bidder must include a cost breakdown for such repairs using the T & M rates bid and showing the estimated number of hours and listing of materials (cost and markup) to show how the total for pre-maintenance repairs was calculated. The successful bidder will be compensated only for actual costs (T&M) to affect such repairs, up to, but not to exceed the total amount per piece of equipment, quoted on the bid page. Material receipts and time records will be used to determine actual costs. All pre-maintenance repairs shall be completed within 60 days of the contract start date unless otherwise directed by OGS.
### AUTHORIZED USER’S LIST OF IDENTIFIED PRE-MAINTENANCE REPAIRS

<table>
<thead>
<tr>
<th>Elevator Number</th>
<th>Known Deficiencies</th>
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</table>
2.11 **NON-STANDARD REQUIREMENTS**

The Contractor shall be responsible for maintaining the lighting fixtures installed in the car, hoist way, pit, car top, and car emergency lighting. This will include all lighting fixture components such as ballasts, bulbs, lamps, and tubes. The Contractor shall be responsible for maintaining the car telephone or intercommunication systems from elevator to elevator controller.

2.12 **REPORTING REQUIREMENTS**

1. **Maintenance Control Program (MCP):**

Within fourteen (14) days upon commencement of this Agreement, the Contractor must submit, and have approved by the State, a Maintenance Control Program (MCP) prepared in accordance with current industry standards, which includes monthly reporting to the State. The MCP shall be tailored to represent work required for each elevator in accordance with ASME A17.1.

The approved MCP shall include but not be limited to the following:

(a) The Contractor’s approved MCP must include the number of preventative maintenance hours per month for each elevator.

(b) The MCP must reflect the 12-month contract year cycle, beginning upon contract award.

(c) The MCP must articulate all required work in accordance with the manufacturer’s recommendations and applicable ASME Standards in such a format that the Facility Manager and/or any lay person (a non-elevator expert) can understand the required tasks and be able to monitor whether or not the required tasks are being performed at the required intervals and to the required specifications.

Contractor shall maintain the following documentation and records and shall be available on-site at the machine room:

(a) Wiring diagrams.

(b) Code identified written and unique procedures.

(c) Code identified checkout procedures.

(d) Emergency elevator evacuation procedure.

(e) Equipment cleaning procedures shall be posted in the elevator machine room protected by a transparent enclosure.

(f) MCP records.

(g) Corrective maintenance records.

(h) Parts and equipment replacement records.

(i) Oil usage records

(j) Periodic Tests records

(k) Replacement criteria compliance records in accordance with ASME A17.1

(l) Call Backs records
2 Building Logs:

The Contractor’s elevator mechanics, helpers and their associated personnel shall sign the building logs in accordance with the State’s procedures and guidelines. Failure to sign in/out, whether intentional or not, may be understood to mean that services were not performed.

3 Monthly Report(s): Contractor will submit an electronic maintenance monthly report to the Facility Manager. The report format shall be previously approved by the Facility Manager or his/her designee.

(a) Site location,

(b) Date and time (in work hours) required to perform the work including arrival and departure times,

(c) Type of work performed (preventative maintenance, repair, callback service, other),

(d) Description of work performed,

(e) In the case of callback service; provide a description of the callback and corrective action taken,

(f) List of all materials used,

(g) List of all work scheduled to be performed, but that was not completed during the specified time frame.

The monthly report format and information provided shall be pre-approved by the Facility Manager. In addition, upon request the Contractor shall provide for review, written manufacturer recommendations for elevators/escalators preventative maintenance and the latest adopted editions of ASME A17 and ASME A18.

2.13 SAFETY INSPECTIONS AND TESTS

Periodic Inspections Required by ASME A17

Contractor shall perform periodic inspections and tests of the elevators, as required by ASME A17.1 (current adopted edition) and such inspections/tests shall be witnessed by State approved Qualified Elevator Inspectors (QEI). The Facility Manager or his/her designee shall request the Contractor, ten (10) business days prior to the scheduled date, to provide skilled and competent mechanics to perform the tests and inspections to be witnessed by the QEI. The periodic tests shall be conducted during normal facility operating hours which will be generally between 7:00 a.m. and 5:00 p.m., Monday through Friday. The QEI is to determine if the mechanics provided by the Contractor are competent to perform the job. If the QEI determines that the mechanics are not competent to do the job, then the Facility Manager will be contacted to request the Contractor to change the staff. Any delay of more than one-half (1/2) hour during testing, requires the Contractor to immediately contact the Facility Manager, failure to do so will result in the Contractor being responsible for their employees use of time, and the costs of the QEI. Otherwise, the Qualified Elevator Inspector services shall be paid for by the State. The Facility Manager shall schedule the test and inspections based on the date the last test and inspection was performed in each of the items of equipment. Contractor’s maintenance bid price shall include inspection and testing services identified herein.
2.14 Maintenance Scheduled Services for Elevators and Escalators

Except for callback service, the Contractor shall perform all work during regular work hours of regular working days or as approved by the Facility Manager. The time of day each elevator is to be shut down for routine maintenance will be scheduled with the Facility Manager to minimize disruption. When an elevator is shut down, a sign shall be placed at each opening stating: “This elevator is being serviced”. When an escalator is shut down, barriers shall be placed at each end with a sign stating: “This escalator is being serviced”. The Contractor shall record, in a log maintained by the Facility Manager, the actual arrival and departure times each day they are in the building. The Facility Manager will maintain a list of any non-emergency maintenance items and provide this list to the Contractor for corrective action.

2.15 Lubricants

The Contractor shall furnish all lubricants and hydraulic fluids that comply with the equipment manufacturer’s specifications and ASME A17 for the particular device.

2.16 Spare Parts

The Contractor shall provide all replacement parts of every description. All replacement parts shall be new as specified by the original manufacturer or new after-market parts that are accepted by the elevator industry as equal or better. In any instance where replacement parts specified by the original equipment manufacturer or after-market part of equal or better quality are no longer available, an “equal” item may be acceptable, provided advance written approval of an item is obtained from the Facility Manager. The Contractor shall evaluate each specific installation to determine the spare parts inventory needed to be maintained on site in order to prevent downtime for spare parts procurement. At a minimum, the Contractor shall maintain on site for each elevator, five (5) fuses of each size, type and current rating and an adequate supply of replacement lamps. The Contractor shall have and maintain on hand locally, a supply of spare parts sufficient for the performance of preventative and emergency corrective maintenance of the elevators or escalators. Extenuating circumstances shall be documented by at least two vendors for unavailability of parts. At the Facility, the Contractor shall provide sufficient metal storage cabinet space for spare parts storage and metal containers for storage of waste and other flammable materials. An adequate supply of tools to make repairs without any undue delay shall also be maintained. The Contractor shall provide a lock to keep the contents of the metal storage cabinet secure and a key for the lock shall be provided to the Facility Manager.

All worn out, damaged and defective parts being replaced by the Contractor shall be presented to the Facility Manager. The new parts shall have one year warranty. The new equipment shall have one year, or the manufacturer’s warranty, whichever expires later. In the event a part or equipment needs replacement during the warranty period, the Contractor shall replace the part or equipment at no cost for the State.

2.17 Housekeeping

1. All elevator machine rooms, hoist ways, pits, and elevator equipment will be kept free of dust, dirt, grease, oil, and foreign debris to the extent possible as to not pose a safety or operational hazard.

2. The Contractor shall keep all Material Safety Data Sheets (MSDS) on file with the Facility Manager, or designee, for all commonly used products and shall provide the 1-800 telephone numbers for all products.
3. The Contractor will use reasonable care to minimize the generation of waste, and will properly dispose of all waste it does generate. The Contractor must follow environmentally safe practices when disposing of any waste.

4. The Contractor will use reasonable care to minimize risk its work poses to the environment, the customers, the general public and the contract employees.

5. The Contractor shall immediately notify the Facility Manager in writing of any indication of underground oil seepage which may be attributed to a leaky underground hydraulic cylinder.

2.18 LIQUIDATED DAMAGES
If the Contractor fails to complete services in accordance with specifications or within the times specified herein it is understood, and the Contractor hereby agrees that, because of the immeasurability of the damages the State would suffer because of such a breach the below provisions will determine the Contractor’s liability therefore, not as a penalty, but as liquidated damages.

1. LIQUIDATED DAMAGES FOR FAILURE TO TIMELY RESPOND TO CALLBACKS SERVICE
   If the Contractor fails to timely respond to callback service as required in this RFP and the resultant contract, deductions will be made, from the next monthly invoice(s), at a rate of $100.00, per incident, to compensate the State for the loss of use of the elevator(s) and the inconvenience created thereby. Any additional costs incurred by the State as a result of contacting and acquiring the services of an alternate elevator maintenance company, due to the failure of the Contractor to timely respond to callback service, will also be deducted from the monthly invoice. The Facility Manager will notify the Contractor of failure to respond to a request for callback service and at the same time will deduct the appropriate withholding amount from the next monthly invoice(s).

2. LIQUIDATED DAMAGES FOR FAILURE TO MAINTAIN AND/OR PROVIDE SPARE PARTS
   If the Contractor fails to provide any of the parts covered in this RFP and the resultant contract, within 24 hours of establishment of need for such parts, the Facility Manager will deduct the Daily Rate from the monthly invoice for every day until the parts are received and installed, to compensate the State for the loss of use of the elevator(s)/escalator(s) and the inconvenience created thereby. The "Daily Rate" shall be calculated by dividing the monthly price by the number of working days in the respective month and multiplying the result by a fraction, the numerator of which shall be the number of elevators, escalators or other equipment subject to diminution of use at the premises and the denominator of which shall be the total number of elevators, escalators or other equipment at the premises covered by the contract. The Facility Manager will notify the Contractor of any failure to timely provide parts and at the same time will deduct the appropriate withholding amount from the next monthly invoice(s). For this purpose, parts shall be considered those parts needed for "normal wear and tear" or "small" parts. The Facility Manager shall make the final determination.

3. LIQUIDATED DAMAGES FOR FAILURE TO PROVIDE REQUIRED PREVENTATIVE MAINTENANCE
   If the Contractor fails to timely complete required preventative maintenance tasks, in accordance with the State approved Preventative Maintenance Schedule, this RFP, the resultant contract, the Contractor's proposal and the applicable manufacturer's preventative maintenance recommendations, the Facility Manager will notify the
Contractor and at the same time will deduct two (2) times the Daily Rate (as defined in Section 2.18(2) above) from the next monthly invoice(s), to compensate the State for the diminution of services, for each and every day beyond the required maintenance period until such time that the work is complete and accepted by the Facility Manager. For example, if the maintenance item is due to be performed monthly and was not performed during the scheduled calendar month, but was performed on the 10th day of the next month, the Contractor would be assessed 9 days of liquidated damages for the period of non-compliance. Provided, however, that in the case of periodic tasks that are never performed by the time that the next performance period arrives, liquidated damages assessment will cease for the prior performance period when the next performance period is reached.

4. **LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE DEFICIENCIES AS CITED BY THE STATE APPROVED ELEVATOR INSPECTOR.**

If the Contractor fails to timely correct maintenance deficiencies as identified by the State’s Elevator Inspector/Inspection Report, by the sooner of the time periods set forth in the State’s Elevator Inspector/Inspection Report or 30 days from Contractor’s receipt of the Facility Manager Elevator Inspector’s inspection report, the Facility Manager will notify the Contractor and at the same time deduct two (2) times the Daily Rate as defined in Section 2.18(2) above) from the next monthly invoice(s), to compensate the State for the diminution of services, for each and every day beyond the due date until such time that the work is complete and accepted by the Facility Manager.

5. **LIQUIDATED DAMAGES FOR EXCESS UNSCHEDULED ELEVATOR DOWN-TIME**

Elevators cannot experience unscheduled down-time of more than 72 Facility business operating hours per contract year per elevator unless the Contractor’s failure to place elevators back into service arises out of causes beyond the Contractor’s control and without the fault or negligence of the Contractor (i.e. acts of God, the public enemy, fires, floods, freight embargoes, regulated utilities delays, etc.). If elevators are down longer than the acceptable amount of time specified above, the below formula will determine the Contractor’s liability therefore, not as a penalty, but as liquidated damages.

The Contractor’s liability for such liquidated damages shall be the product of three factors: (i) the yearly contract costs; times (ii) a fraction, the numerator of which shall be the number of elevators, escalators or other equipment subject to diminution of use at the premises and the denominator of which shall be the number of elevators, escalators or other equipment at the premises covered by the contract; times (iii) a fraction, the numerator of which shall be the number of days of unscheduled down time in excess of and the denominator of which shall be the number of days in the year excluding weekends, and New York state designated holidays. Down time of less than four hours shall not be charged against the Contractor; and down time of four hours or more shall be counted as a full day (eight hours). “Yearly contract cost” as used shall mean the fixed maintenance cost payable by the Agency for the year in which said damages are sustained, including any escalations from prior years, but shall not include extra charges properly billed by the Contractor under this Agreement. If such damages occur in a period that is partly in one contract year and partly in another, the damages assessable in each such year shall be separately computed using the appropriate yearly contract cost for such each portion.

This liquidated damages clause shall be in addition to all other liquidated damages clauses in this Request for Proposal once elevators experience unscheduled down-
time of more than 72 Facility business operating hours per year per elevator. Unscheduled down-time means the length of time that an elevator is out-of-service for reasons other than the down-time previously scheduled by the Contractor and agreed to by the Facility Manager (e.g. time for tests or inspections). The length of time that an elevator is out-of-service shall be measured by the Facility Manager; beginning at such time the Facility Manager notifies the Contractor that the elevator is out-of-service or that an unsafe condition exists and ending at such time the elevator is safely placed back into service.

6. With the exception of the liquidated damages provided for by Section 2.18(5), when multiple types of liquidated damages would be due for a piece of equipment for the same time period, only one type of liquidated damages will be assessed for that piece of equipment for the subject time period. Provided, however, that the type of liquidated damages to be assessed for that period shall be the one that would yield the largest amount of liquidated damages payable to the State.

7. Liquidated Damages for Failure in Performing Required Scheduled Tests
If the Contractor fails to timely perform the scheduled tests and inspections after having received the specified ten (10) business day notification (as stated on 2.13), except for causes beyond the Contractor’s control and without the fault or negligence of the Contractor (i.e. acts of God, the public enemy, fires, floods, freight embargoes, regulated utilities delays, etc.). The liquidated damages shall be equal to two (2) times the Daily Rate (as defined in the Liquidated Damages section of the backdrop contract – “Failure to Provide Required Preventative Maintenance”) for each and every day beyond the due date until such time that the work is complete and accepted by the Facility Manager. Such liquidated damages shall be deducted from the next monthly invoice(s), to compensate the State for the payment of the Qualified Elevator Inspector fees and other damages it suffers as a result of Contractor’s untimely performance.

2.19 CONTRACTOR CLOSE-OUT INSPECTION (IF REQUIRED)
Sixty (60) days prior to the expiration of the contract resulting from this RFP, the Contractor and the Facility Manager, or designee, will make a complete examination of the elevators covered under the contract. The Contractor shall coordinate and schedule the examination with the Facility Manager. The Facility Manager shall determine if such an examination is warranted. The Facility Manager is advised to contact the State authorized Qualified Elevator Inspector if such an examination is warranted. The Facility Manager or designee, with the assistance of the State Qualified Elevator Inspector, will prepare an Existing Deficiency Report listing all deficiencies noted during the examination. The Contractor shall correct all deficiencies, as required by this contract, prior to the expiration of the contract.

3.0 GENERAL REQUIREMENTS

3.01 NON-LIABILITY
The State will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.

3.02 PREVENTATIVE AND CORRECTIVE MAINTENANCE SERVICE CONTRACT
This is a preventative and corrective maintenance service contract. For the purposes of this contract preventative and corrective maintenance service shall mean that the Contractor’s bid price includes, but is not necessarily limited to: all labor, all material and supplies, all emergency work and special requests; all administrative, reporting or other requirements, all overhead costs and
profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. Details of service not explicitly stated in these specifications, but necessarily attendant thereto is deemed understood by the Contractor and included herein.

3.03 INTERPRETATION OF SPECIFICATIONS
The Office of General Services' interpretation of specifications shall be final and binding upon the Contractor.

3.04 PERFORMANCE OF ELEVATOR MAINTENANCE
It shall be mutually agreed that the Contractor has included all costs to remedy all deficient items identified during: preventative maintenance, inspection, test, and maintenance auditing, up to the amounts pre-established. The Contractor shall furnish the Facility Manager with a written time and materials cost proposal to correct the defects or replace worn out parts. The Facility Manager reserves the right to make final decision concerning the responsibility for such corrections or repairs. If the Facility Manager, and Contractor reach agreement over the price and conduct of the repair, OGS will issue an Authorization Letter not to exceed that will fund the repair and serve as the Contractor's notice to proceed. However, the OGS/Facility Manager reserves the right to solicit offers from, and have corrections or repairs made by, other sources.

Acceptable performance will be based on, but not limited to, items (a) through (f) below:

(a) Completion of the scheduled preventative maintenance as specified by the manufacturer’s recommendations and ASME A17 and ASME A.18.

(b) Completion of work check charts for each elevator/escalator.

(c) All work required as a result of maintenance deficiencies noted as a result of the authorized QEI testing/inspections or auditing, shall be complete within 30 working days of testing/inspection date. Within 3 working days of said test/inspection or auditing, Contractor shall provide the Facility Manager a schedule which includes but is not limited to; outlining the required scope of work and start and completion dates for the work.

(d) Unscheduled down-time of not more than 72 Facility business operating hours per year per elevator/escalator. Unscheduled down-time means the length of time that an elevator is out-of-service. The length of time that an elevator is out-of-service shall be measured by the Facility Manager; beginning at such time the Facility Manager notifies the Contractor that the elevator is out-of-service or that an unsafe condition exists and ending at such time the elevator is safely placed back into service. In the event that Contractor is delayed beyond Contractor's control in being able to place the elevator back into service, Contractor shall provide the Facility Manager two forms of documentation proving that such delay is beyond Contractor's control. An example of acceptable documentation may be written statements from two independent suppliers of a particular part(s) that are not readily available, and accompanied by a shipping date of such availability. Upon verification, Facility Manager may interrupt the total “down-time” duration. The “down-time” is exclusive of acts of god and vandalism.

(e) A level or decreasing trend in service calls/trouble calls. An increased frequency in service calls/trouble calls is not considered acceptable performance unless they occur by no fault of the Contractor such as acts of god or vandalism. A service call/trouble call is defined as a report of an elevator malfunction made by the Facility Manager or designee and the Contractor's subsequent response to, and correction of, the problem. In addition, performance shall be unacceptable if the Contractor fails to repair or correct
deficiencies reported to the Contractor and for which the Contractor is responsible under the terms of the resultant contract.

(f) Prior to removing an elevator from service, the elevator mechanic shall coordinate the removal with the Facility Manager.

The number of elevators put out of service at one time shall be pre-approved by the Facility Manager. Typically, not more than one (1) elevator shall be put out of service at one time. The time of day that each elevator can be shut down for routine maintenance shall be scheduled with the Facility Manager to minimize the disruption caused by the elevator(s) being out of service. If for any reason an elevator should be out of service for more than 30-60 minutes, the Contractor shall notify the Facility Manager when the elevator was taken out of service, the reason why and what time the elevator is expected to be put back in service for proper and safe operation.

3.05 INSPECTION
The quality of service shall be subject to inspection by the State of New York at any time. Should it be found that the quality of services being performed is not satisfactory, and that the requirements of the specifications are not being met, the Office of General Services may immediately terminate the contract, and employ another contractor to fulfill the requirements of the contract. The Contractor shall be liable to the State of New York for costs incurred on account thereof.

3.06 AGENCY RESERVED RIGHT
The Facility Manager reserves the right to reject and bar from the facility any employee hired by the Contractor.

3.07 NYS DEPARTMENT OF LABOR PREVAILING WAGE RATES
Prevailing Wage Rate as part of the requirements of Article 8 and Article 9 of the New York State 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 to provide supplements (fringe benefits) in accordance with prevailing practices in the locality where the work is performed. Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law Article 8. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility and rejection of bid.

Please note, contractors that provide service in the New York City (NYC) area shall pay their employees the greater of the two following wage rates: the NYC prevailing wage rate for the title of “A” Elevator Repair/Modernization Mechanic”, as listed in the then most current prevailing wage schedule issued by the NYC Bureau of Labor Law or the NYC prevailing wage rate for the title of “Elevator Constructor - Modernization and Service”, as listed in the then most current prevailing wage schedule issued by the NYS Department of Labor. Additionally, other municipalities have enacted Living Wage rates which may be applicable to this contract.

Contractors are required to be familiar with the applicable Living Wage rate requirements throughout the state and to pay its employees accordingly.

Prevailing Wage Rate Schedule

The prevailing wage rate schedule for this project is attached hereto.
The Contractor is charged with having full knowledge and responsibility for the payment of applicable prevailing wages.

3.08 PRICE CLAUSE
This is a full service contract. For the purposes of this contract full service shall mean that the Contractor's bid price includes, but is not necessarily limited to: all labor, all material and supplies, all emergency work and special requests; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. Details of service not explicitly stated in these specifications, but necessarily attendant thereto is deemed understood by the Contractor and included herein.

3.09 MONTHLY MAINTENANCE
The monthly maintenance prices bid will be subject to annual price adjustment per this solicitation document.

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

Each Contractor shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the State as an excuse for any failure or omission on the part of the contractor to fulfill every detail of all the requirements of the documents governing the work. Contractor will not be allowed any extra compensation by reason of any matter or thing concerning which such contractor might have fully informed itself prior to bidding.

4.0 EQUIPMENT TO BE MAINTAINED

4.01 GENERAL REQUIREMENTS
The Contractor shall be responsible for all components not specifically listed that are supplemental to and a part of the operation of the overall lift system for the facility. Prospective Contractors shall personally verify all equipment listed prior to bidding.

Freight elevators authorized to carry passengers must be inspected and maintained as passenger elevators.

4.02 ELEVATORS TO BE SERVICED

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<td>Elevator Number</td>
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11/5/13          11/5/13  Y

N/A
5.0 SPECIAL TERMS AND CONDITIONS

5.01 PRICE ADJUSTMENTS

On each anniversary date of the awarded Integrated Facility Management (IFM) Contract, the Contract is subject to a rate change (increase or decrease) in the elevator maintenance contract price, which will consist of a combination of two price adjustments, one for Labor Cost and one for Material Cost. These price adjustments will be based upon fluctuations in the latest published copies of the Consumer Price Index for all urban consumers, and the index for Commodity Prices for Metals and Metal Products as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. The indexes are also available through the Internet at the Bureau of Labor Statistics web site at http://stats.bls.gov/. To find the Consumer Price Index for all urban consumers, go to “Inflation and Prices” then click "Consumer Price Index" and then click on “CPI Tables” then click on “Table Containing History of CPI-U U.S. All Items Indexes and Annual % Changes 1913 to Present.” To find the index for Commodity Prices for Metals and Metal Products, go to “Inflation and Pricing” then click “Producer Price Indexes” and then click on “PPI Tables” and then under “PPI Detailed Report Tables” click on “Table 6. Producer price indexes and percent changes for commodity groupings and individual items” and then find the index for Metals and Metal Products.

**Labor Cost Adjustment**

Eighty percent (80%) of the contract maintenance price will be deemed to constitute the cost of field labor and will be adjusted using the Consumer Price Index (CPI). Price adjustments using the CPI involve changing eighty percent (80%) of the contract maintenance price by the percent change in the level of the CPI between the reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated as follows. Take the CPI for the 3rd month prior to the month of the previous anniversary date of the contract resulting from this RFP and subtract this figure from the CPI value for the 3rd month prior to the month of the current anniversary date of the contract resulting from this RFP (e.g.: If start date begins in December, use the September CPI). That figure is then divided by the CPI value for the 3rd month prior to the month of the previous anniversary date and this result is then multiplied by 100 to equal the percent change that is the price adjustment value. This percentage of increase or decrease shall be applied to eighty percent (80%) of the contract maintenance price and will be applied to the next contract year, effective on the latter of the anniversary date or upon notification by OGS (within 30 days after contractor request provided proper documentation is received). The following example illustrates the computation of the percent change and Labor Cost adjustment:

- CPI for current period: 136.0
- Less CPI for previous period: 129.9
- Equals index point change: 6.1
- Divided by previous period CPI: 129.9
- Equals: 0.047
- Result multiplied by 100: 0.047 x 100
Equals percent change 4.7

Eighty percent (80%) of the contract maintenance price is multiplied by the percent change in order to compute the change in the labor cost.

**Material Cost Adjustment**

Twenty percent (20%) of the contract price will be deemed to constitute the cost of materials and will be adjusted using the index for Commodity Prices for Metals and Metal Products. Price adjustments using the index for Commodity Prices for Metals and Metal Products involve changing twenty percent (20%) of the contract maintenance price by the percent change in the level of the index between the reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated as follows. Take the index for the 3rd month prior to the month of the previous anniversary date of the Contract and subtract this figure from the index for the 3rd month prior to the month of the current anniversary date of the Contract. That sum is then divided by the index for the 3rd month prior to the month of the previous anniversary date and this result is then multiplied by 100 to equal the percent change that is the price adjustment value. This percentage of increase or decrease shall be applied to twenty percent (20%) of the contract maintenance price and will be applied to the next contract year, effective on the latter of the anniversary date or upon notification by OGS (within 30 days after contractor request provided proper documentation is received). The following example illustrates the computation of the percent change and Material Cost adjustment:

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Index for current period</td>
<td>136.0</td>
</tr>
<tr>
<td>Less index for previous period</td>
<td>129.9</td>
</tr>
<tr>
<td>Equals index point change</td>
<td>6.1</td>
</tr>
<tr>
<td>Divided by previous period index</td>
<td>129.9</td>
</tr>
<tr>
<td>Equals</td>
<td>0.047</td>
</tr>
<tr>
<td>Result multiplied by 100</td>
<td>0.047 x 100</td>
</tr>
<tr>
<td>Equals percent change</td>
<td>4.7</td>
</tr>
</tbody>
</table>

Twenty percent (20%) of the contract maintenance price is multiplied by the percent change in order to compute the change in the material cost.

Please note that the CPI adjustment only applies to the monthly maintenance portion of the contract’s pricing.

The Contractor has the sole responsibility to submit invoices to OGS at the adjusted rate on the applicable anniversary date of the contract and shall provide a copy of the indexes and other supporting documentation necessary to support the increase or decrease, as appropriate. Should the Contractor fail to submit adjusted invoices and supporting documentation within three months after the applicable anniversary date, the Contractor shall be deemed to have waived its right to any increase in price for that year, 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. Adjustments take effect upon notification by OGS.
ATTACHMENT 1
BID PROPOSAL FORM

CONTRACT NO. ________________

A - PREVENTATIVE MAINTENANCE

<table>
<thead>
<tr>
<th>Elevator #</th>
<th>Elevator Type</th>
<th>Sub-Total Monthly Maintenance Services per elevator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hydraulic</td>
<td>$</td>
</tr>
</tbody>
</table>

A1 - Total Monthly Bid $ 

A2 - Total Annual Maintenance Bid (Lump Sum Maintenance Bid A1 x 12 months) $

B - ADDITIONAL SERVICES INCLUDING APPLICABLE CORRECTIVE MAINTENANCE

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Prevailing Wage Rate for Mechanic (as portion of team rate):</td>
<td></td>
</tr>
<tr>
<td>B2</td>
<td>Prevailing Wage Rate for Helper (as portion of team rate):</td>
<td></td>
</tr>
<tr>
<td>B3</td>
<td>Prevailing Wage Rate for Mechanic Team (B.1 + B.2):</td>
<td></td>
</tr>
<tr>
<td>B4</td>
<td>Percent Mark Up Over Prevailing Wage Rate</td>
<td>%</td>
</tr>
<tr>
<td>B5</td>
<td>Estimated Annual Repair Hours</td>
<td></td>
</tr>
<tr>
<td>B6</td>
<td>Total Annual Repair [B3 + (B.3 * B.4) * B.5]</td>
<td>$</td>
</tr>
</tbody>
</table>

C - PARTS / MATERIALS NOT DEFINED BY MAINTENANCE SPECIFICATIONS

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>Percent Mark Up Bid over Documented Manufacturing Cost</td>
<td>%</td>
</tr>
<tr>
<td>C2</td>
<td>Yearly Estimated Parts / Material Cost</td>
<td>$</td>
</tr>
<tr>
<td>C3</td>
<td>Total Parts Bid [ C2 + (C1 *C2)]</td>
<td>$</td>
</tr>
</tbody>
</table>

D - PRE-MAINTENANCE REPAIRS (IF APPLICABLE, See Pre-Maintenance Repairs List Attached)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>D1</td>
<td>Total Pre-Maintenance Bid</td>
</tr>
</tbody>
</table>

E - GRAND TOTAL AMOUNT

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>E1</td>
<td>A2 + B6 + C3 + D1</td>
</tr>
</tbody>
</table>

Notes:
Please note that the actual prevailing wage rate paid will be the then current wage plus applicable supplemental benefits at the time the work is performed.

The Contractor is charged with having full knowledge and responsibility for the payment of applicable prevailing wages.
ATTACHMENT 2

Contractor Deliverables

Note: The following schedule of deliverables is intended to inform the Contractor of routine items of deliverables. The schedule may not be all inclusive and Contractor is fully responsible to timely provide all materials as required in accordance with this solicitation.

<table>
<thead>
<tr>
<th>Deliverable Title</th>
<th>Date(s) of Submission</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Maintenance (IF APPLICABLE)</td>
<td>Within 60 (sixty) days of contract award.</td>
<td>Once</td>
</tr>
<tr>
<td>Maintenance Control Program (MCP)</td>
<td>Within 14 (fourteen) days of contract award</td>
<td>Yearly</td>
</tr>
<tr>
<td>Request to Work Outside Facility Business Hours</td>
<td>5 (five) days prior to the performance of the service</td>
<td>On Demand</td>
</tr>
<tr>
<td>Monthly MCP Report along with Invoice for Preventative Maintenance and Invoice for Corrective Maintenance in excess of $2,500</td>
<td>Fifth day of each month</td>
<td>Monthly (itemized on one invoice with appropriate backup documentation)</td>
</tr>
<tr>
<td>Callback Report</td>
<td>Within 3 (three) working days after completion</td>
<td>On demand</td>
</tr>
<tr>
<td>Corrective Maintenance Report</td>
<td>Within 5 (five) calendar days after completion</td>
<td>Monthly</td>
</tr>
<tr>
<td>Elevator Downtime</td>
<td>4 (four) hours after the elevator is out of service.</td>
<td>On demand</td>
</tr>
<tr>
<td>Completion of ASME Inspections and Testing</td>
<td>Within 15 (fifteen) days from the deadline of the last inspection or test performed.</td>
<td>Scheduled according to ASME A17 requirements</td>
</tr>
</tbody>
</table>
Exhibit B-4
Integrated Pest Management

Table of Contents

1.0 Overview
  1.01 Background
  1.02 Sub-Contracted Services
  1.03 Examination of Existing Building and Contract Documents
  1.04 Definition of Terms
  1.05 Security Procedures

2.0 Qualifications

3.0 SCOPE

4.0 IPM Program: Initial Comprehensive Inspection

5.0 IPM Program: Submission of Plan

6.0 IPM Program: Inspection and Monitoring

7.0 IPM Program: Interventions

8.0 IPM Program: Record Keeping

9.0 IPM Program: Special Requests and Emergency Service

10.0 IPM Program: Chemical Interventions (Pesticide Application)

11.0 IPM Program: Rodent Management

12.0 Service Timing

13.0 Additional Services

14.0 Pesticide Neighbor notification law
INTEGRATED PEST MANAGEMENT (IPM)

1.0  Overview

1.01  Background
OGS is seeking an Integrated Facility Management (IFM) Contractor to enter into a five year contractual agreement, to provide full service professional integrated pest management services.

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Address</th>
<th>City</th>
<th>Zip Code</th>
<th>Gross Building Area (Sqft)</th>
<th>Total Rentable Area (Sqft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hudson Valley Transportation Management Center</td>
<td>200 Bradhurst Avenue</td>
<td>Hawthorne</td>
<td>10532</td>
<td>108,634</td>
<td>101,520</td>
</tr>
</tbody>
</table>

1.02  Sub-Contracted Services
The Integrated Pest Management Contractor will contract directly with the IFM Contractor as a Sub-Contractor. Bids contained herein shall be used to value services and ultimately for payment purposes.

1.03  Examination of Existing Building and Contract Documents
Prior to entering into contract, Contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed. 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 OGS as an excuse for any failure or omission on the part of the contractor to fulfill every detail of all the requirements of the documents governing the work. Contractor will not be allowed any extra compensation by reason of any matter or thing concerning which such contractor might have fully informed itself prior to bidding.

1.04  Definition of Terms
References herein this solicitation or in Appendices and Exhibits hereto to;
1. “State” referred to herein this exhibit shall be understood to mean the State of New York, the New York State Office of General Services, New York State Office of the Fire Prevention and Control, or the State of New York Office of the State Comptroller.
2. “OGS” referred to herein this exhibit shall be understood to mean the New York State Office of General Service’s Commissioner or his/her designated representative.
3. “IFM Contractor” referred to herein this exhibit shall be understood to mean the successful bidder who is awarded a contract by the State of New York resulting from this solicitation whereby the State is seeking an Integrated Facilities Management contractor.
4. “Facility Manager” referred to herein this exhibit shall be understood to mean the IFM Contractor’s representative.
5. “Contractor” referred to herein this exhibit shall be understood to mean the specific sub-contractor providing such services referenced herein.

1.05  Security Procedures
The Hudson Valley Transportation Management Center (HVTMC) has specific 24/7 security procedures which must be followed. Contractor will work with the OGS and/or the Facility Manager 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.
2.0 Qualifications

The Contractor is certified to meet all the following requirements:

1. The Contractor is a professional pest management business that practices IPM methods handling industrial, commercial, and institutional accounts for at least three (3) years.

2. The Contractor maintains a current Pesticide Business Registration from the New York State Department of Environmental Conservation. The Contractor must provide an updated copy of this registration as the prior one expires.

3. The Contractor employs personnel properly certified to perform the work specified herein in accordance with the administration by the New York State Department of Environmental Conservation (NYSDEC) of the Core Certification Program of the United States Environmental Protection Agency, as outlined in the most recent revision 6 NYCRR : Part 325 - Rules and Regulations Relating to the Application of Pesticides (NYSDEC), in the following categories:

4. 325.16 (g) (1) - Structural and Rodent Control; This subcategory includes pests, such as but not limited to, rodents, roaches, ants, fleas, ticks and stinging and biting insects within or associated with structures, excluding food processing areas and post construction wood destroying organisms. This subcategory does not include the application of termiticides.

5. 325.16 (g) (5) - Food Processing – This subcategory includes commercial pesticide applications to areas other than individual residences, where exposed food or food products are prepared, packaged or held for further distribution or consumption, including the use fumigants to control appropriate food pests. Other categories which applied to any work in the facility indicated herein.

6. The Contractor has a Board Certified Entomologist or equal professional scientist available on an as needed basis.

7. This entomologist or equal professional will provide supportive consultation and training under this contract when required.

Staffing

Qualifications and Experience: Pest management professionals assigned to this facility by the Contractor must be Certified Pesticide Applicators, Certified Pesticide Technicians, or Apprentices under their direction, and possess the following minimum qualifications and experience:

Good knowledge of problem pests behavior and ecology, and methods of reducing or eliminating food, water and harborage of same, and in the event that pesticide application is necessary, the proper and safe use of least toxic pesticides.

1. Possess New York State certification in category 325.16 (g) (1) 7a, Structural and Rodent, and 325.16 (g) (5) Food Processing.

2. At least one (1) year of recent full-time paid experience in professional pest management with experience in large, high rise, open office design facilities similar to those at NYS.

3. The Contractor shall supply and insure that each service Certified Applicator and Certified Technician assigned to this facility maintains the necessary and required equipment for the safe use and application of all materials as required by specific site conditions. This may include but is not limited to bump hats, work gloves, quality flashlights, boots, clipboards and miscellaneous tools.

4. All personnel providing on-site pest management services must be certified in appropriate categories as per Section 1.03 (above) as Certified Commercial Pesticide Applicators, or
Certified Pesticide Technicians. Apprentices will be permitted to work on site only under the immediate supervision of a Certified Applicator or Certified Technician.

3.0 Scope

3.01 Pests Included

Integrated Pest Management is intended to suppress populations of rats, mice, cockroaches, ants, (excluding carpenter ants), bed bugs, pests located outside buildings that primarily feed on outdoor vegetation, silverfish, and any other arthropod or vertebrate pest not specifically excluded from the contract. Populations of these pests that are located outside the buildings listed herein, but within the property boundaries of the buildings, are included.

3.02 Pests Excluded

The following pests are excluded from this contract: birds, bats, squirrels, chipmunks, skunks and all other vertebrates (other than commensal rodents), termites, carpenter ants and other wood-destroying organisms, and mosquitoes. However, the Contractor may be called upon to manage or remove these pests for additional fees, see Section 13 (below)

4.0 IPM Program: Initial Comprehensive Inspection

4.01 It is required that as a qualified and experienced pest management professional, the Contractor is familiar with the Integrated Pest Management (IPM) concept now recognized as the most effective and up-to-date approach to modern professional pest management.

4.02 A thorough, initial inspection shall be conducted during the first month of contract by the Contractor's inspector and the Facility Manager. The purpose of this initial inspection is for the Contractor to evaluate the pest management needs of the premises, incorporate any Agency or facility requirements) and to discuss these needs with the Facility Manager.

4.03 The following specific points should be included in this evaluation:
   1. Identification of problem areas in and around the building.
   2. Identification of structural features or personnel practices that are contributing to pest infestations.
   3. Evaluation of previous management efforts.
   4. Facilitation of contractor access to all necessary areas. Access to building space shall be coordinated with the Facility Manager.
   5. Informing the contractor of any restrictions or special safety precautions.

5.0 IPM Program: Submission of Plan

5.01 Following the initial comprehensive inspection of a building, the Contractor will develop a detailed Integrated Pest Management Plan and Service Schedule. This written plan and schedule must be submitted to the Facility Manager and OGS for approval prior to initiation. The plan and schedule should address any structural or operational changes which should facilitate the pest management effort. In addition, the plan must identify the proposed materials, including pesticides, if any (and alternatives, if any) by Environmental Protection Agency (EPA) accepted common name (generic name) and EPA Product Registration Number, the building and specific location(s) and rationale for each type of use. Proposed trapping devices for rodents, if any, should also be included by type and name of trap, the building and specific location(s) and rationale for each type of use. The plan should describe in detail the contractor's means for monitoring pest populations in and around the building. IPM Programs must be directed against the threat of pests not only from surrounding areas but also pests that may be introduced to the
facility via incoming foods, packages, cartons and other materials. In addition the plan should take into consideration Agency and facility requirements.

5.02. The plan and schedule shall be submitted not more than ten (10) working days following the initial inspection of the premises. The Facility Manager will render a decision regarding the acceptability of the plan and schedule within ten (10) working days following receipt. The Contractor shall be on-site to implement the plan and schedule within five (5) working days following notice of approval of the plan. If the plan is disapproved, the Contractor shall have five (5) working days to submit a revised plan and schedule.

5.03. Any subsequent changes in the plan and schedule and/or additions to the approved materials list must be approved by NYS OGS.

6.0 **IPM Program: Inspection and Monitoring**

6.01. Following the initial comprehensive inspection, a critical aspect of the IPM Plan shall be the establishment of a monitoring program to regularly identify causative conditions, infested zones and allow an assessment of pest population levels. Both comprehensive inspection and monitoring shall be continued throughout the duration of this contract.

6.02. Throughout the duration of this contract, the premises covered will be inspected periodically by NYS to determine the effectiveness of the program. At the request of the Facility Manager, the Contractor may be subjected to an inspection from outside regulatory Agencies. Inspection results will be documented in writing. The Contractor shall promptly initiate actions to correct all deficiencies found.

6.03. It shall be the Contractor's responsibility to furnish an adequate supply of tools and materials necessary for the Facility Manager to examine the interior of all rodent bait stations or other enclosures, if any are used. These materials may include Allen wrenches to loosen and re-tighten fasteners, keys to open locks, or replacement self-locking plastic ties. Inspection mirrors, flashlights, and implements to cut plastic ties or seals are not included under this provision.

7.0 **IPM Program: Interventions**

Listed below are categories or type of interventions relative to species of pest identified via a comprehensive inspection.

7.01. Structural Modifications: Unless otherwise stated, structural modifications for pest prevention and suppression shall not be the responsibility of the Contractor. The Contractor shall make detailed recommendations to the designated NYS contract of what structural modifications can reasonably be accomplished. The Contractor may complete such recommendations if mutually agreed upon with the Facility Manager.

7.02. Pest breeding places/nests must be eliminated in order to minimize the use of pesticides. Cracks, crevices, and other areas of floors, ceilings and walls must be kept sealed. Openings to the outside are to be protected against the entrance of insects and rodents.

8.0 **IPM Program: Record Keeping**

8.01 The Contractor shall be responsible for maintaining complete and accurate pest management records. Further each building that is serviced under this contract shall have its own service logbook, which will be kept in the designated on site office and maintained on each visit by the contractor.

8.02 The service log shall contain the following items:


2. A copy of the current information sheets regarding all materials and devices, and label and EPA registration number for each pesticide accepted for potential use in the building,
including the Material Safety Data Sheet. Pesticide labels which normally include in-depth safety and use documentation are required.

3. Date chemicals were applied, location and amount of chemicals applied number of non-chemical monitoring devices used and locations.

4. Pest surveillance data sheets that record, in a systematic fashion, the indicators of pest population levels and causative conditions revealed by the Contractor's monitoring program for the building.

5. The location of all materials and devices used for monitoring or for interventions in or around the premises. This information can be in either tabular or list in form.

6. Arrival and departure time of the Contractor's representative performing the service and all information on material and device applications (conform to specific pesticide information as required by statute).

9.0 IPM Program: Special Requests and Emergency Service

9.01. The regular service shall consist of performing all components of an IPM program other than in structural modifications, as described in the Contractor's detailed plan and schedule for each building during the period of this contract. Occasional requests for corrective action, special services beyond the routine requests or for emergency service, may be recommended by Contractor to the Facility Manager, or initiated by the Facility Manager. When such requests for emergency services are submitted by the Facility Manager, the Contractor shall acknowledge the receipt of the request, on the on the day of the request. The Contractor shall respond to special service requests within two (2) hours after receipt of request. All emergency and special services shall be recorded. In the event that such services cannot be completed within the above-stipulated time frame, the Contractor shall immediately notify the Facility Manager and indicate an anticipated completion date.

10.0 IPM Program: Pesticide Applications

10.01. Pesticide Applications shall be used primarily as a last resort and only after prior approval by NYS on a case-by-case basis. When chemicals are utilized, the following conditions shall be applicable: NYS shall receive from the Contractor or its technicians sample labels of all chemicals and materials.

10.02. In cases where it has been determined that a particular chemical or product in use at this facility has lost its effectiveness (e.g., due to a resultant increase in resistance in the target pest population) the Contractor shall replace such ineffective chemicals with more effective alternative choices upon approval of the Facility Manager.

10.03. Within thirty (30) days from the start of this contract, the Contractor shall provide to NYS, the following safety and technical data for chemicals to be used at this facility.

1. A list of chemicals including Environmental Protection Agency (EPA) accepted common name (generic name) and EPA Product Registration Number trade name and name of active and inert (including carriers) ingredients, list respective chemical classifications for each product intended to be used. Organophosphates and chlorinated hydrocarbons are not acceptable. Further, aerosol spray formulations will be highly discouraged. If spray formulations are deemed absolutely necessary, prior written approval by NYS OGS is mandatory. Chemicals, where necessary, shall be restricted to non-persistent chemicals that are least harmful to people, non-target species, and the environment.

2. Material Safety Data Sheets for each chemical.

3. Antidote data where applicable, including a copy of a standard quick reference chart.

4. A list of poison control centers and respective telephone numbers as they may apply to the geographic areas in which this facility described herein is located.
10.04. All pesticides shall be securely stored on site in an area designated by the Facility Manager and maintained by the Contractor in a safe manner when not being used.

10.05. The Contractor shall be responsible for the safe use of all products. Pesticides should be applied according to label instructions. Necessary safety equipment and protective clothing will also be worn when necessary. All pesticides used by the contractor must be registered with the EPA and the NYS DEC. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and local laws and regulations. The environment, non-target species and people shall be protected at all times.

10.06. The Contractor shall minimize the use of synthetic organic pesticides, wherever possible. For example:

1. The use of crack and crevice application of pesticides directly to pest harborage areas is acceptable. However, spraying crack and crevice exposed surfaces in the general vicinity of harborage areas shall not be allowed.

2. The use of boric acid powder and gel or paste baits for cockroaches is acceptable. However, sprays are not appropriate.

3. Pesticide fogs or space sprays (including mists and ultra-low volume applications) are essentially not appropriate and shall be restricted to unique situations for which no alternative measures are practical. Such situations should rarely, if ever occur.

10.07. Pesticides should be applied in such a manner to prevent contaminating persons, food, property and buildings. If absolutely necessary chemicals shall be applied at night or on weekends, and the contractor shall cooperate with the Facility Manager to properly ventilate, where necessary, the premises before tenants re-occupy the building. Tenants should remain out of the sprayed area for the time period specified on the label instructions. Use of spray or aerosol pesticides should be a very rare event and only performed with the Facility Manager’s specific approval.

10.08. Contractor shall cooperate with the Facility Manager to place proper public notices or otherwise inform building occupants regarding what pesticides will be applied, where pesticides will be applied.

10.09. Contractors must comply with all local and state regulations codes regarding timely prior notices.

11.0 IPM Program: Rodent Management

Snap traps and other trapping devices (including glue boards) used in management of active rodent infestations must be checked daily. The Contractor shall dispose of rodents killed or trapped within 24 hours. Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc. Traps shall be placed out of the general view and located so as not to be affected by routine cleaning procedures. When using traps for monitoring, the visit interval may be adjusted as necessary.

All rodenticides regardless of packaging shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant (often termed “tamper-proof”) bait boxes. Bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be labeled (including contractor’s name, address, and telephone number) and dated at the time of installation and each servicing. All bait boxes shall be placed and maintained in accordance with EPA regulations with an emphasis on the safety of non-target species. The following points shall be strictly adhered to:

11.01 The lids of all bait boxes must be securely locked or fastened shut.

1. Bait must always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.

2. All bait boxes must be securely attached or anchored to the floor, ground, wall, etc., so that the box cannot be picked up or moved.
3. Liquid and solid poison baits shall be placed in distinctively marked bait stations of sturdy plastic, metal or wood construction--no paper or cardboard stations--and placed in areas normally inaccessible to users of the facility, particularly children and pets. Covered bait stations shall be used in dietary, food processing, storage and handling areas. Paraffinized or weather resistant baits shall be used in damp and wet areas.

4. All bait stations and traps shall have such tags or labels affixed so as to enable the Contractor to enter their signature and date after each service. All bait stations and trap locations shall be marked by placement or a distinctively colored removable self-adhesive sticker placed on the nearest wall or column to make quick identification of each location. Map/floor plan indication is also required.

5. The Contractor shall make a floor plan (or utilize floor plans supplied by NYS) of each area where bait stations and traps are located, number each bait station and trap and enter the location of each numbered bait station and trap in the diagram. These floor plans or diagrams shall be kept with the other records on the facility as indicated herein. A detailed IPM Pesticide Application form and a detailed IPM Trap monitoring form shall be completed, indicating the service of each pesticide bait station and trap and turned in at the completion of each service visit (see sample forms). Similar records should be kept for any traps (e.g. glue boards) and for any treatments (chemical or non-chemical).

6. The Contractor shall be responsible for picking up and disposing of all rodent or other carcasses in or around buildings listed in this contract within 24 hours of notification by the Facility Manager.

12.0 Service Timing
It shall be the Contractor's responsibility to carry out work according to the detailed Integrated Pest Management Plan and Service Schedule developed for each building. The Contractor's on-site supervisor shall be responsible for coordination with the Facility Manager at the beginning of each visit. The purpose of this coordination is to review the plan and schedule and to receive information on problem area status.

Services that do not adversely affect tenant health or productivity may be performed during the regular hours of operation in the various buildings. When it is necessary to perform work on weekends or outside the regularly scheduled hours set in the Contractor's plan and schedule, the Contractor shall notify the Facility Manager at least two (2) days in advance, and all arrangements will be coordinated between NYS and the on-site supervisor. All application of toxicants, (i.e., those likely to become airborne), when necessary, is to be done at night or on weekends to allow for ventilation before tenants reenter the facility. The Contractor shall allow the Facility Manager sufficient time to inform tenants of application and assure the security of the areas treated.

13.0 Additional Services
From time to time, The Facility Manager may request that the Contractor perform additional services in the control of various pests. These may include, but not be limited to:

1. Control of nuisance wildlife for which a Nuisance Wildlife Control Operator (NWCO), as licensed by the NYS Dept. of Environmental Conservation, will be required.

2. Control of termites, for which a certification under Section 325.16 (g) (3) “Termites” will be required

3. Control of mosquitos, for which a certification under Section 325.16 (c) “Ornamental and Turf Pest Control” will be required.

13.01 In the event that Additional Services are requested by the Facility Manager, The Contractor must respond, and provide a detailed estimate, including labor and materials for the required service, and provide a basis for which the rates can be justified.

13.02 The Facility Manager shall reserve the right to procure additional services from The Contractor, or another qualified service provider at their sole discretion.
14.0  Pesticide Neighbor Notification Law
Notification to the school community of potential pesticide applications is an additional component of IPM education. The Pesticide Neighbor Notification Law, Section 409-h of the Education Law, has formalized a notification process and provides specific direction on when and how notification must take place. The Neighbor Notification Law, effective July 1, 2001, applies to all public and nonpublic elementary and secondary schools and details specific parties who must be notified, as well as the times and circumstances related to such notification. This requirement states that schools provide a written notice to all parents, guardians, and staff. It is the contractor's responsibility to advise schools of their intent to apply pesticides allowing for sufficient time for the schools to meet the requirements of the Education Law. The responsibility for notification rests at the school level in accordance with the law. Further information relative to the law may be found at the NYS Education Department's website at: www.emsc.nysed.gov/facplan/publicant/IPM/IPMNeighborNotificationDocument.htm

* * * * *


Exhibit B-5
Grounds Maintenance

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   1.02 Building Operating Hours
   1.03 Examination of Existing Building and Contract Documents
   1.04 Definition of Terms
   1.05 Security Procedures

2.0 Statement of Work
   2.01 Scope of Work
   2.02 Administrative and Reporting Requirements
   2.03 Drawings / Site Plans
Grounds Maintenance

1.0 Overview

1.01 Background
OGS is seeking an Integrated Facility Management (IFM) Contractor(s) to enter into a five year contractual agreement, to provide full service professional building and grounds operation, maintenance, and management services.

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Address</th>
<th>City</th>
<th>Zip Code</th>
<th>Gross Building Area (sqft)</th>
<th>Total Rentable Area (sqft)</th>
<th>Estimated Lawn/Landscaped Area (sqft)</th>
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</thead>
<tbody>
<tr>
<td>Hudson Valley Transportation Management Center</td>
<td>200 Bradhurst Avenue</td>
<td>Hawthorne</td>
<td>10532</td>
<td>108,634</td>
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1.02 Sub-Contracted Services
The Grounds Maintenance Contractor will contract directly with the IFM Contractor as a Sub-Contractor. Bids contained herein shall be used to value services and ultimately for payment purposes.

1.03 Examination of Existing Building and Contract Documents
Prior to entering into contract, Contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed. 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 OGS as an excuse for any failure or omission on the part of the contractor to fulfill every detail of all the requirements of the documents governing the work. Contractor will not be allowed any extra compensation by reason of any matter or thing concerning which such contractor might have fully informed itself prior to bidding.

1.04 Definition of Terms
References herein this solicitation or in Appendices and Exhibits hereto to;

1. “State” referred to herein this exhibit shall be understood to mean the State of New York, the New York State Office of General Services, New York State Office of the Fire Prevention and Control, or the State of New York Office of the State Comptroller.

2. OGS” referred to herein this exhibit shall be understood to mean the New York State Office of General Service’s Commissioner or his/her designated representative.

3. “IFM Contractor” referred to herein this exhibit shall be understood to mean the successful bidder who is awarded a contract by the State of New York resulting from this solicitation whereby the State is seeking an Integrated Facilities Management contractor.

4. “Facility Manager” referred to herein this exhibit shall be understood to mean the IFM Contractor’s representative.

5. “Contractor” referred to herein this exhibit shall be understood to mean the specific sub-contractor providing such services referenced herein.

1.05 Security Procedures
The Hudson Valley Transportation Management Center (HVTMC) has specific 24/7 security procedures which must be followed. Contractor will work with the OGS and/or the Facility Manager to obtain necessary clearances. Contractor may be required to provide information such as, but not limited to; the
2.0  Statement of Work

2.01  Scope of Work
The Contractor shall provide grounds maintenance/landscaping services for the designated OGS facility. The Contractor shall provide all necessary labor, equipment and materials as necessary to provide but not be limited to the following services, in a timely and efficient manner. Contractor shall coordinate execution of the contract services with the Facility Manager.

1. **Spring Cleanup** – to occur as early in the season as possible when the ground has thawed and is ready to be worked. Cleanup will be completed no later than the last week of April of the Contract Year. Cleanup will consist of leaves, sticks, curb lines and winter debris. Sidewalks will be cleaned and swept of sand and grit mixtures.

2. **Turf Maintenance** – will consist of visits every seven to twelve days and will consist of mowing to recommend height. The mowing height will be determined after an inspection of the turf area and the clippings, with off-site disposal of clippings in accordance with any local and county regulations at an approved land fill or composting area. Mowing, once spring growth has slowed can be fine mulched, clipped and then left on the turf for nitrogen content. Edge and maintain edging on all flowerbeds and turf boarders. Sweep/power blow sidewalks of clippings and debris after each mowing.

3. **Shrubs and Flowerbeds** – Maintain flowerbeds (deadhead, weed, and trim as needed). Trim shrubs as needed to maintain a consistent appearance throughout the season.

4. **Fall Cleanup** – Fall cleanup will be completed and consist of removal of leaves and debris and will be completed no later than the 30th of November of the contract year. All debris and leaves will be hauled away for proper disposal off site in accordance with any local and county regulations at an approved land fill or composting area.

5. **Dead Shrubs & Trees** – These items shall be immediately brought to the attention of the Facility Manager and OGS for proper action.

6. **Flower Plantings & Displays** – Spring plantings infilling all planting beds to consist of common annuals with the final selection approved by the Facility Manager. Flowers consist of Impatiens, Marigolds, Ageratum, Salvia, Begonias, Petunia, etc. depending on soil conditions and sunlight requirements. Fall plantings will consist of mums. Late fall planting of Tulips, Daffodils, etc. with spruce boughs applied for winter protection.

7. **Mulching** – All shrub beds, island and flower displays will be mulched with premium grade bark mulch, color to be pre-approved by the Facility Manager.

2.02  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 Base bid.

It is expected that the contractor shall maintain accurate records and accounts of the services rendered regarding any event; such as date of event, description of work performed, materials and equipment used, etc. and also shall be responsible for all payroll functions in connection with this bid. Such records shall be made available to OGS upon request.

The Contractor shall maintain a designated officer or employee as its representative for contact with the Facility Manager for all communications and transactions.
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 Facility Manager and OGS at a location determined by the Facility Manager. This meeting shall include:

1. The Contractor's submission of a schedule of work to be reviewed and approved by the Facility Manager.
3. An introduction for each respective organization, chain of command, etc.

Unless otherwise directed, there shall be periodic job meetings for the following purposes:

1. Review job progress, quality of work, and approval and delivery of materials.
2. Identify and resolve problems, which impede planned progress.
3. Coordinate the efforts of all concerned so that the contract progresses on schedule to on-time completion.
4. Maintain a sound working relationship between the Contractor and the Facility Manager, and a mutual understanding of the contract.
5. Maintain sound working procedures.

2.03 Drawings / Site Plans

Facility Site Plans which include the landscaped areas are included in the Snow Management Exhibit, B-6, for bidders' information only in preparing their bid. To the best of the Office of General Service’s (OGS) knowledge and belief, the drawings accurately represent actual site conditions in terms of size, shape, access, and amenities such as Islands, light poles, signage, etc. The OGS is not responsible for the accuracy and/or completeness of the drawings. Bidder must physically verify all site conditions of each facility and submit their bid accordingly.

* * * * *
Exhibit B-6
Snow Management

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1.02 Building Operating Hours
1.03 Examination of Existing Building and Contract Documents
1.04 Definition of Terms
1.05 Security Procedures

2.0 Statement of Work
2.01 Scope of Work
2.02 Period of Performance
2.03 Site Preparation/Marking
2.04 Administrative and Reporting Requirements
2.05 Itemized Bid Breakdown
2.06 Drawings / Site Plans
Snow Management

1.0 Overview

1.01 Background
OGS is seeking an Integrated Facility Management (IFM) Contractor(s) to enter into a five year contractual agreement, to provide full service professional building and grounds operation, maintenance, and management services. Approximately 2.7 acres of the site is classified as roads and pavement surfaces.
The site has approximately 55,600 square feet of road network, which begins at the intersection of Bradhurst Avenue and runs along Chateau Lane approximately 1,250 lineal feet. There is approximately 57,750 square feet of bituminous parking. The site also has approximately 5,800 square feet of concrete sidewalks and asphalt walkways. There are approximately 135 spaces in the Parking Lot.

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Address</th>
<th>City</th>
<th>Zip Code</th>
<th>Gross Building Area (sqft)</th>
<th>Total Rentable Area (sqft)</th>
<th>Estimated Ground Area (acres)</th>
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<tbody>
<tr>
<td>Hudson Valley Transportation Management Center</td>
<td>200 Bradhurst Avenue</td>
<td>Hawthorne</td>
<td>10532</td>
<td>108,634</td>
<td>101,520</td>
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</table>

1.02 Sub-Contracted Services
The Snow Management Contractor will contract directly with the IFM Contractor as a Sub-Contractor. Bids contained herein shall be used to value services and ultimately for payment purposes.

1.03 Examination of Existing Building and Contract Documents
Prior to entering into contract, Contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed. 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 OGS as an excuse for any failure or omission on the part of the contractor to fulfill every detail of all the requirements of the documents governing the work. Contractor will not be allowed any extra compensation by reason of any matter or thing concerning which such contractor might have fully informed itself prior to bidding.

1.04 Definition of Terms
References herein this solicitation or in Appendices and Exhibits hereto to;

1. “State” referred to herein this exhibit shall be understood to mean the State of New York, the New York State Office of General Services, New York State Office of the Fire Prevention and Control, or the State of New York Office of the State Comptroller.

2. OGS referred to herein this exhibit shall be understood to mean the New York State Office of General Service’s Commissioner or his/her designated representative.

3. “IFM Contractor” referred to herein this exhibit shall be understood to mean the successful bidder who is awarded a contract by the State of New York resulting from this solicitation whereby the State is seeking an Integrated Facilities Management contractor.

4. “Facility Manager” referred to herein this exhibit shall be understood to the mean the IFM Contractor’s representative.

5. “Contractor” referred to herein this exhibit shall be understood to mean the specific sub-contractor providing such services referenced herein.
1.05 Security Procedures
The Hudson Valley Transportation Management Center (HVTMC) has specific 24/7 security procedures which must be followed. Contractor will work with the OGS and/or the Facility Manager 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.

2.0 Statement of Work

2.01 Scope of Work
The Contractor is responsible to clear the entrance roadway, Chateau Lane, from Bradhurst Avenue to the Facility, (3) parking lots, site roadway up to Gate D, Sprain Parkway approach to Gate D, and sidewalks of snow and ice. The primary objective is to provide safe access to and from the building(s) and maintain orderly parking and pedestrian travel to meet the needs of the Facility.

The Contractor shall provide snow plowing, snow blowing, snow shoveling, salting, sanding, and snow/ice removal services of designated OGS parking facilities, sidewalks, stairways, parking entrance ways, and parking travel lanes. The Contractor shall provide all necessary labor, equipment and materials (including shovels, ice picks, plows, backhoe, dump trucks, front-end loader, snow blowers, salt, sand, calcium chloride, CG-90 Surface Saver anticorrosive deicer or approved equal, etc.) for the capability of removing all accumulation of snow and ice from the areas described herein, in a timely and efficient manner. Contractor shall be allowed to store onsite for the season, heavy equipment as appropriate to adequately service the larger lots. Contractor shall not be allowed to store bulk snow melt (salt) onsite. Contractor shall coordinate execution of the contract services with the Facility Manager. It will be the responsibility of the Contractor to monitor weather conditions, and respond as needed for contract services, but in all cases the Facility Manager will have the option, though not the obligation, to authorize any activity to commence. The following contract requirements are intended to ensure that the OGS Facilities are safe for Employees and the General Public during and after snow/ice events:

1. Contractor shall provide the services for each snow/ice storm event unless otherwise directed by the Facility Manager. The Contractor shall provide services / surface treatments as often as necessary to mitigate snow and/or ice accumulations. It is expected that snow accumulations shall not exceed two (2) inches at any time during a snow event. No amount of ice accumulation is acceptable. Contractor shall take preventative measures to avoid ice build-up and shall take appropriate action to remove ice should it build-up on any vehicular and pedestrian surfaces mentioned herein.

2. Snow piles/banks shall not be placed in such a manner as to block the view from a standard vehicle or block any parking space(s). Snow accumulation areas shall be coordinated with the Facility Manager.

3. Snow will be pushed as far away from designated parking lanes and areas as possible.

4. After the plowing/removal of snow and/or ice, sand and/or salt shall be effectively applied to all such surfaces with the intent to prevent the build-up of ice and thereby reduce the risk of pedestrian slipping and falls. Only non-corrosive treatments such as calcium chloride or equal shall be approved by OGS for use on building entrance steps/stairways and all concrete surfaces adjacent to and within 25 feet leading up to building entrances. Only CG-90® Surface Saver® anticorrosive deicer or equal shall be approved by OGS for use on Parking Garage Roof Decks. Contractor shall supply all materials, including Calcium Chloride, salt and sand as needed. All such materials shall only be used after receiving approval from the Facility Manager.

a) The contractor shall be responsible to notify the Facility Manager upon or prior to entering the premises to perform services and upon leaving the premises at the conclusion of performing services. Each Facility Manager shall determine the appropriate notification method. If contractor fails to properly notify the Facility Manager, contractor may forfeit payment for services rendered, at the discretion of the Facility Manager.

b) Contractor shall be liable for any repairs to the site caused by any snow plowing or snow/ice removal services, including but not limited to lawn and landscaped areas, parking facilities or
pedestrian areas. Such repairs shall be completed and approved by the Facility Manager prior to submission of the March billing invoice.

   c) Snow plowing along curbs shall be performed to avoid snow build-up on adjacent sidewalk.

   d) Contractor shall return as needed during each snow/ice event to plow blowing, drifting and residual falling snow. For purposes of this solicitation, the term snow/ice event shall be the occurrence of falling snow and/or ice and the occurrence of subsequent ice formation as a result of falling snow and/or ice.

### 2.02 Period of Performance

The Facility will operate 24 hours a day, 7 days a week, 365 days per year. The Contractor must keep sidewalks, stairways, parking entrance ways, and parking travel lanes to a maximum snow depth of 2 inches, and clear of ice. Contractor shall also be careful so as not to block in parked vehicles. Contractor shall perform complete snow plowing and snow removal 24/7.

Contractor shall train, guide, and supervise staff to minimize property damage during operations. Facility Manager can direct the Contractor and the Contractor agrees to immediately repair any damage resulting from the Contractor's operations. All other repair of damaged areas shall be corrected to the Facility Manager's and OGS satisfaction between April 1st and June 1st. The restoration of seeded and landscaped areas may require further attention beyond June 1st. The Contractor shall make every effort to fully restore these areas as soon as possible and maintain areas until full establishment of turf.

Bidder shall be available for service 24 hours per day from the beginning to the end of each snowfall season.

### 2.03 Site Preparation/Marking

Contractor shall flag all outdoor equipment, including but not limited to; utility meters, valves, pumps, outdoor building equipment, transformers, generators, fire hydrants, curbs, etc. each year prior to November 1st. Method and means of marking shall be identified and agreed to by the Contractor and the Facility Manager.

### 2.04 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 Base bid.

It is expected that the contractor shall maintain accurate records and accounts of the services rendered regarding any event; such as date of event, description of work performed, materials and equipment used, etc. and also shall be responsible for all payroll functions in connection with this bid. Such records shall be made available to OGS upon request.

The Contractor shall maintain a designated officer or employee as its representative for contact with the Facility Manager for all communications and transactions.

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 Facility Manager at a location determined by the Facility Manager. This meeting shall include:

   1. The Contractor’s submission of a schedule of work to be reviewed and approved by the Facility Manager.
   3. An introduction for each respective organization, chain of command, etc.

Unless otherwise directed, there shall be periodic job meetings for the following purposes:

   1. Review job progress, quality of work, and approval and delivery of materials.
   2. Identify and resolve problems, which impede planned progress.
   3. Coordinate the efforts of all concerned so that the contract progresses on schedule to on-time completion.
4. Maintain a sound working relationship between the Contractor and the Facility Manager, and a mutual understanding of the contract.

5. Maintain sound working procedures.

2.05 Itemized Bid Breakdown
The OGS recognizes that although records exist for seasonal snow fall amounts in a given area, there are multiple variables which make it extremely difficult, if not impossible to precisely bid snow management services. As such, the OGS has attempted to reduce each bidder's risk and in turn, the State's financial liability by subdividing the total bid into two major categories, Base Bid and Off-Site Snow Removal/Disposal. In addition, the Base Bid category has been divided into four sub-categories. These bid items are articulated as follows and on the subsequent Bid Forms.

**Base Bid:**
1. Administrative Costs: The OGS recognizes that in order to be ready, willing, and able to respond to snow/ice events per this solicitation, bidder will have labor, material, equipment, office overhead, soft costs, etc. expenses whether or not we experience a snow/ice event. As such, the Administrative Cost category is intended to cover those costs and Contractor shall be paid the total annual cost in five equal monthly installments beginning December through April.

2. The next three base bid categories which reflect recorded snow/ice event amounts in inches, (0.01” – 1.00”; 1.01” – 8.00”; 8.01” & above), will be used for payment purposes for each snow/ice event which is recorded. The official source for determining the amount of snow/ice recorded for a particular snow/ice event will be the National Weather Service Forecast Office. Refer to the following web link: [http://www.nws.noaa.gov/climate/index.php?wfo=aly](http://www.nws.noaa.gov/climate/index.php?wfo=aly). Click on “preliminary monthly climate data”, be sure that “Albany NY” is highlighted, click on “archived data”, choose the month, click “Go”. For each such event, Contractor shall be paid the amount bid for that particular snow/ice event category which represents the recorded snow/ice event. The estimated number of events listed in the Bid Form is for bid purposes only. Contractor will be paid for each recorded event that services were performed. The Unit Price bid for each snow/ice category shall include the total duration of the snow/ice storm. OGS recognizes that not all storm events are of the same duration, for example some storms may last 1 hour whereas others may last two days.

3. For the purposes of unit pricing per event, it will be considered as one event. This payment category is in addition to the administrative costs.

**Off-Site Snow Removal and Disposal:** The Facility Manager shall designate area(s) to be used for snow piles and/or on-site snow storage, prior to off-site removal. When and only when requested by the Facility Manager, Contractor shall remove accumulated snow and dispose off-site to an off-site location of the Contractor’s choice. Contractor’s chosen off-site disposal location shall be in accordance with all applicable laws, rules, and regulations governing such disposal. The method of snow removal shall be agreed upon by the Facility Manager and the Contractor shall be paid in accordance with the actual quantities removed times the unit price per cubic yard bid.

2.06 Drawings / Site Plans
The following reference drawings are included herein for bidders’ information only in preparing their bid. To the best of the Office of General Services’ (OGS) knowledge and belief, the drawings accurately represent actual site conditions in terms of size, shape, access, and amenities such as Islands, light poles, signage, etc. The OGS is not responsible for the accuracy and/or completeness of the drawings. Bidder must physically verify all site conditions of each facility and submit their bid accordingly.
Exhibit B-7
Rubbish and Recycling Removal Services

1.0 Overview
1.01 Background
1.02 Rubbish and Recycling Removal Services
1.03 Definition of Terms
1.04 Security Procedures

2.0 Statement of Work
2.01 Scope of Work
2.02 Minimum Hours and Liquidated Damages
1.0 Overview

1.01 Background
OGS is seeking a Rubbish and Recycling Removal Contractor(s) to enter into a five year contractual agreement, to provide full service waste removal services.

1.03 Definition of Terms
References herein this solicitation or in Appendices and Exhibits hereto to;

“State” referred to herein this exhibit shall be understood to mean the State of New York, the New York State Office of General Services, New York State Office of the Fire Prevention and Control, or the State of New York Office of the State Comptroller.

OGS” referred to herein this exhibit shall be understood to mean the New York State Office of General Service’s Commissioner or his/her designated representative.

“IFM Contractor” referred to herein this exhibit shall be understood to mean the successful bidder who is awarded a contract by the State of New York resulting from this solicitation whereby the State is seeking an Integrated Facilities Management contractor.

“Facility Manager” referred to herein this exhibit shall be understood to the mean the IFM Contractor’s representative.

“Contractor” referred to herein this exhibit shall be understood to mean the specific sub-contractor providing such services referenced herein.

1.04 Security Procedures
The Hudson Valley Transportation Management Center (HVTMC) has specific 24/7 security procedures, which must be followed. Contractor will work with the OGS and/or the Facility Manager to obtain necessary clearances. Contractor may be required to provide information such as, but not limited to; the
2.0 Statement of Work for Rubbish and Single Stream Recycling Removal Services

The Contractor shall have all the necessary equipment to provide for full rubbish such as bulk refuse and single stream recycling removal such as paper, cardboard, and comingles from the facility. The Facility will ensure the recyclable are sorted for use in a Single Stream Recyclable system.

2.01 Scope of Work for Rubbish Removal

The Contractor must have all necessary equipment to provide for the removal of rubbish such as bulk refuse, office waste, scrap waste and construction debris from the Facility. The Contractor must have all necessary equipment to provide for the removal of recyclables such as paper, cardboard, metals and comingles from the Facility. The Facility Manager shall furnish gondolas, which shall be used for Facility rubbish and recyclables. The Contractor is responsible for emptying gondolas/carts (12 bushel plastic laundry carts) and bags left on dock areas and identified as containing rubbish into their waste receptacles and remove them from the site. OGS furnished gondolas must remain on the premise and will not be permitted to be removed from the premises by the contractor. **Contractor staff is required to perform all labor as required**

No on site assistance is available. The Contractor will clean up all waste spillage. The Contractor will clean up any oil spills immediately from equipment used by the Contractor. The Contractor is responsible for minimizing any potential damage, which may be caused by their material handling equipment at all, pick-up sites. The State assumes no liability for nonconformance with applicable City, Town or County codes, nor is the State responsible for injury to personnel employed by the Contractor, or damage to equipment supplied by the Contractor.

2.02 Minimum Hours and Liquidated Damages

The contractor will perform rubbish removals from the Facility on Monday, Wednesday and Friday and recyclable removals on Tuesdays and Thursdays. The Contractor will submit one price for each stop for one day for waste. Removal will be performed on the scheduled days unless the facility makes a request for an additional pickup. Whenever a State holiday coincides with a normal pickup day, the Contractor will adjust the schedule accordingly or as directed by the facility. The State reserves the right to adjust the schedule for rubbish removal as changes in the conditions of respective building(s) occur. The State reserves the right to increase or decrease the use of services under this contract upon due written notice to the Contractor.

If for whatever reason a Contractor fails to make a daily pick-up and/or stop under this contract the following liquidated damages shall be assessed to the Contractor:

a. An amount equal to two times the Bid amount or adjusted (CPI) amount per missed pick-up.

b. If OGS or an outside vendor hired by OGS performs duties normally required under Contractor responsibilities, then OGS will also assess and deduct from Contractor’s monthly invoice all costs incurred by OGS for the following:

   - Tipping Fees/Landfill Costs
   - Staff labor hours both straight time as well as overtime for drivers, building staff, or any labor necessary to remove rubbish.
   - Estimate fuel costs.
   - Any rental trucks, private drivers, etc., needed to remove rubbish if State owned equipment/staff is either unavailable or inoperable.

The State reserves the right to recover liquidated damages for specific contract deviations. In such instances the State will deduct from the Contractor’s monthly invoice an amount equal to one and one-half (1 ½) times the State’s cost to remedy the following contract deviations.

1) Spillage of waste/debris – The Contractor spills or drops waste/debris and doesn’t clean it up.
2) Early arrival or early departure from designated pick-up schedule – which results in a partial pick-up.
3) Incomplete pick-up – leaving trash and/or not picking up all waste/debris.
In each of the aforementioned instances the Contractor will be subject to an assessment of liquidated damages at the rate of one and one-half (1 ½) times the State’s total cost for cleanup and/or removal.
Exhibit B-8
Building Asset & Equipment Inventory

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- Building Asset Inventory
- Equipment Inventory – Maintenance Department
## Exhibit B-8

### Building Asset & Equipment Inventory

#### Electrical Equipment List

<table>
<thead>
<tr>
<th>EQUIPMENT ID</th>
<th>EQUIPMENT DESCRIPTION</th>
<th>CAPACITY</th>
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<th>YEAR</th>
<th>SPECIFICATIONS</th>
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<td>Generator Battery, Wet</td>
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<td>BAT-XX</td>
<td>Battery Wet Cell</td>
<td>160 EA</td>
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<td>80 eaa per UPS Module DWG E.4.4</td>
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<td>BCH-XX</td>
<td>Battery Charger</td>
<td>4 EA</td>
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<td>C-1</td>
<td>Lighting Contactor</td>
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<td>1 Pole, 20A, 2 Wire, Mechanical Held</td>
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<td>CCTV-5B</td>
<td>Closed Circuit Television Camera Station</td>
<td>4.1MM-73.8MM</td>
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<td>1/4&quot;Ccd, 12x, Exterior Wall Mount On Pole</td>
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<td>DIM-XX</td>
<td>Dimmer Switch</td>
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<td>Day Tank</td>
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<td>Meter, Electric Digital</td>
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<td>Emergency Generator, Diesel</td>
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<td>EH-1</td>
<td>Space Heater</td>
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<td>62 EA</td>
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<td>Exit Sign</td>
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<td>FL-160W-XX</td>
<td>Fluorescent Light Fixture, 160W</td>
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<td>FL-80W-XX</td>
<td>Fluorescent Light Fixture, 80W</td>
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<td>FOC-XX</td>
<td>Fiber Optic Cable</td>
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<td>FSS-XX</td>
<td>Fused Safety Switch</td>
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<td>GPS-1</td>
<td>GPS Master Clock</td>
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<td>HDP-TMC</td>
<td>Main Distribution Panel Board</td>
<td>400A</td>
<td>Square D</td>
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<td>480/277v, 3-ph, 3 Pole, 4 Wire, 1,000A MCB, Surface Mounting, Sub Feed Lugs, 35,000 Rms</td>
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<td>Panel Board (Lighting)</td>
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<td>MCC-01</td>
<td>Motor Control Center</td>
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<td>Non-shielded, Switchboard Mounting, 3-ph, 480V Primary, 208Y/120V Secondary</td>
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<td>UPS-CCTV</td>
<td>Panel Board (Ups)</td>
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<td>Video Wall System</td>
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<td>XFMR-PXX</td>
<td>Pole Mounted Transformer</td>
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## Fire Service Equipment List

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<th>EQUIPMENT ID</th>
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<tr>
<td>AT-1</td>
<td>Agent Tank</td>
<td>600 LB</td>
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<td>Dispatch Room Above, (Zone 4)</td>
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<td>AT-2</td>
<td>Agent Tank</td>
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<td>(Zone 1)</td>
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<td>AT-3</td>
<td>Agent Tank</td>
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<td>For Operation Room Above, (Zone 6)</td>
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<td>AT-4</td>
<td>Agent Tank</td>
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<td>AT-5</td>
<td>Agent Tank</td>
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<td>AT-6</td>
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<td>AT-7</td>
<td>Agent Tank</td>
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<td>AT-8</td>
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<td>SH-XX</td>
<td>Sprinkler Head</td>
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<td>Provide Sprinkler Head For All Floor According To Assumption. 1 Head/200 Sf (70% Of 92,841 Sf Covered)</td>
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<td>FEX-XX</td>
<td>Fire Extinguisher</td>
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<td>VG-XX</td>
<td>Valve, Gate</td>
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<td>FAB-XX</td>
<td>Fire Alarm Bell, 6&quot;</td>
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<td>STL-XX</td>
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<td>VG-FP1</td>
<td>Valve Gate</td>
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<td>Isolation Valve for Backflow Preventer Fire Protection System</td>
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<td>VG-FP2</td>
<td>Valve Gate</td>
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<td>JBX-XX</td>
<td>Junction Box</td>
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<td>ICM-XX</td>
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<td>CSP-XX</td>
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### HVAC Equipment List

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<td>AHU-10A</td>
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<td>2004</td>
<td>Serves TMC-G Electronics, 21.6 BHP, 105 GPM Cooling Coil, 31.23 GPM Heating Coil, 25 HP, 460V, 3-ph, Air Foil Plug Fan</td>
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<td>Air Handling Unit</td>
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<td>Serves TMC-1, 11.1 BHP, 62.04 GPM Cooling Coil, 26.29 GPM Heating Coil, 15 HP, 460V, 3-ph, Air Foil Plug Fan</td>
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<td>Serves Hub, 12.2 BHP,62.04 GPM Cooling Coil, 32.53 GPM Heating Coil, 15 HP, 460V, 3-ph, Air Foil Plug Fan</td>
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<td>Serves NYSP-B, 18.1 BHP, 67.69 GPM Cooling Coil, 28.33 GPM Heating Coil, 20 HP, 460V, 3-ph, Air Foil Plug Fan</td>
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<td>EX-1-A5</td>
<td>Air Separator, Expansion Tank (Bladder Type)</td>
<td>VAS-6</td>
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<td>Chilled Water, 30% Propylene Glycol, 75 PSIG</td>
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<td>Blower Coil</td>
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<td>Trane</td>
<td>BCHC 90G1</td>
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<td>Serves UPS, 1,146 RPM, 1.86 BHP, 2 HP, 460V, 3-ph, B-Com Motor</td>
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<td>BC-1B</td>
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<td>Trane</td>
<td>BCHC 90G1</td>
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<td>BCHC072G1A0A1004E0000000A0000000000</td>
<td>2004</td>
<td>Serves Operations, 936 RPM, 0.81 BHP, 1 HP, 460V, 3-ph, B-Com Motor</td>
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<tr>
<td>BC-6</td>
<td>Blower Coil</td>
<td>1,400 CFM</td>
<td>Trane</td>
<td></td>
<td>2004</td>
<td>Serves 911, 769 RPM, 0.41 BHP, 1/4 HP, 460V, 3-ph, A-1 Motor</td>
</tr>
<tr>
<td>BC-7</td>
<td>Blower Coil</td>
<td>1,800 CFM</td>
<td>Trane</td>
<td></td>
<td>2004</td>
<td>Serves Communications, 885 RPM, 0.6 BHP, 3/4 HP, 460V, 3-ph, B-Com Motor</td>
</tr>
<tr>
<td>BC-8</td>
<td>Blower Coil</td>
<td>1,800 CFM</td>
<td>Trane</td>
<td>BCVC072G1</td>
<td>2004</td>
<td>Serves Electrical, 968 RPM, 0.77 BHP, 1 HP, 460V, 3-ph, B-Com Motor</td>
</tr>
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<td>BC-9</td>
<td>Blower Coil</td>
<td>2,000 CFM</td>
<td>Trane</td>
<td></td>
<td>2004</td>
<td>Serves Communications, 885 RPM, 0.6 BHP, 3/4 HP, 460V, 3-ph, B-Com Motor</td>
</tr>
<tr>
<td>FT-1</td>
<td>Fin Tube Radiator</td>
<td>1.6 GPM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>12'-0&quot; Length, 1190 BTU/hr/Lf, 14.3 MBH, 3/4&quot;C 2-3/4&quot; X 4-1/4&quot; Size, Copper-Aluminum.</td>
</tr>
<tr>
<td>EH-1</td>
<td>Electric Fin Tube Radiator</td>
<td>1,400 BUT</td>
<td>Markell</td>
<td></td>
<td>2004</td>
<td></td>
</tr>
<tr>
<td>CH-1</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>11.8 MBH, 0.5 GPM, 120V, 1-ph, Ceiling Mounted.</td>
</tr>
<tr>
<td>CH-1</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>11.8 MBH, 0.5 GPM, 120V, 1-ph, Ceiling Mounted.</td>
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<tr>
<td>CH-1</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>11.8 MBH, 0.5 GPM, 120V, 1-ph, Ceiling Mounted.</td>
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<tr>
<td>CH-1</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>11.8 MBH, 0.5 GPM, 120V, 1-ph, Ceiling Mounted.</td>
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<tr>
<td>CH-1</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>11.8 MBH, 0.5 GPM, 120V, 1-ph, Ceiling Mounted.</td>
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<tr>
<td>CH-1</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>11.8 MBH, 0.5 GPM, 120V, 1-ph, Ceiling Mounted.</td>
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<tr>
<td>EQUIPMENT ID</td>
<td>EQUIPMENT DESCRIPTION</td>
<td>CAPACITY</td>
<td>Manufacturer name</td>
<td>MODEL NUMBER</td>
<td>YEAR</td>
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<tr>
<td>CH-1</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>11.8 MBH, 0.5 GPM, 120V, 1-ph, Ceiling Mounted.</td>
</tr>
<tr>
<td>CH-1</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>11.8 MBH, 0.5 GPM, 120V, 1-ph, Ceiling Mounted.</td>
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<tr>
<td>CH-1</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>11.8 MBH, 0.5 GPM, 120V, 1-ph, Ceiling Mounted.</td>
</tr>
<tr>
<td>CH-1</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>11.8 MBH, 0.5 GPM, 120V, 1-ph, Ceiling Mounted.</td>
</tr>
<tr>
<td>CH-1</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>11.8 MBH, 0.5 GPM, 120V, 1-ph, Ceiling Mounted.</td>
</tr>
<tr>
<td>CH-1</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>11.8 MBH, 0.5 GPM, 120V, 1-ph, Ceiling Mounted.</td>
</tr>
<tr>
<td>CH-1</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>11.8 MBH, 0.5 GPM, 120V, 1-ph, Ceiling Mounted.</td>
</tr>
<tr>
<td>CH-1</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>11.8 MBH, 0.5 GPM, 120V, 1-ph, Ceiling Mounted.</td>
</tr>
<tr>
<td>CH-1</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td>RC-120002</td>
<td>2004</td>
<td>11.8 MBH, 0.5 GPM, 120V, 1-ph, Ceiling Mounted.</td>
</tr>
<tr>
<td>CH-1</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td>RC-120002</td>
<td>2004</td>
<td>11.8 MBH, 0.5 GPM, 120V, 1-ph, Ceiling Mounted.</td>
</tr>
<tr>
<td>CH-1</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>11.8 MBH, 0.5 GPM, 120V, 1-ph, Ceiling Mounted.</td>
</tr>
<tr>
<td>CH-2</td>
<td>Hot Water Cabinet Heater</td>
<td>270 CFM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>19.1 MBH, 1.0 GPM, 120V, 1-ph, Ceiling Mounted.</td>
</tr>
<tr>
<td>CH-2</td>
<td>Hot Water Cabinet Heater</td>
<td>270 CFM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>19.1 MBH, 1.0 GPM, 120V, 1-ph, Ceiling Mounted.</td>
</tr>
<tr>
<td>CH-3</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>11.8 MBH, 0.5 GPM, 120V, 1-ph, W Mounted.</td>
</tr>
<tr>
<td>CH-3</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td>W-1080-037002</td>
<td>2004</td>
<td>11.8 MBH, 0.5 GPM, 120V, 1-ph, W Mounted.</td>
</tr>
<tr>
<td>ID</td>
<td>Equipment Description</td>
<td>Capacity</td>
<td>Manufacturer Name</td>
<td>Model Number</td>
<td>Year</td>
<td>Specifications</td>
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<td>----------------------------------------</td>
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<td>-------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>CH-3</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>11.8 MBH, 0.5 GPM, 120V, 1-ph, Wall Mounted.</td>
</tr>
<tr>
<td>CH-4</td>
<td>Hot Water Cabinet Heater</td>
<td>185 CFM</td>
<td>Vulcan</td>
<td></td>
<td>2004</td>
<td>11.8 MBH, 1.0 GPM, 120V, 1-ph, Wall Mounted.</td>
</tr>
<tr>
<td>CH-5</td>
<td>Hot Water Cabinet Heater</td>
<td>175 CFM</td>
<td>Markell</td>
<td></td>
<td>2004</td>
<td></td>
</tr>
<tr>
<td>ACC-1</td>
<td>Chiller, Air Cooled</td>
<td>225 TONS</td>
<td>Trane</td>
<td></td>
<td>2004</td>
<td>20,000 CFM, 258.2 kw, 480V, 3-ph, 355 GPM</td>
</tr>
<tr>
<td>ACC-2</td>
<td>Chiller, Air Cooled</td>
<td>225 TONS</td>
<td>Trane</td>
<td></td>
<td>2004</td>
<td>20,000 CFM, 258.2 kw, 480V, 3-ph, 355 GPM</td>
</tr>
<tr>
<td>CAU-1</td>
<td>Combustion Air Unit</td>
<td>2,000 CFM/1HP</td>
<td>Exhausto BESB31542-21</td>
<td></td>
<td>2004</td>
<td></td>
</tr>
<tr>
<td>CU-1</td>
<td>Air Cooled Condensing Unit</td>
<td>5.0 TONS</td>
<td>Trane</td>
<td></td>
<td>2004</td>
<td></td>
</tr>
<tr>
<td>CU-2</td>
<td>Air Cooled Condensing Unit</td>
<td>5.0 TONS</td>
<td>Trane</td>
<td></td>
<td>2004</td>
<td></td>
</tr>
<tr>
<td>CU-3</td>
<td>Air Cooled Condensing Unit</td>
<td>7.5 TONS</td>
<td>Trane</td>
<td></td>
<td>2004</td>
<td></td>
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<tr>
<td>AC-1</td>
<td>Chilled Water Fan Coil Units</td>
<td></td>
<td>Liebert OH248C-AAEO</td>
<td></td>
<td>2004</td>
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<tr>
<td>AC-2</td>
<td>Chilled Water Fan Coil Units</td>
<td></td>
<td>Liebert OH248C-AAEO</td>
<td></td>
<td>2004</td>
<td></td>
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<tr>
<td>MD-XX</td>
<td>Motorized Damper</td>
<td>17 EA</td>
<td></td>
<td></td>
<td>2004</td>
<td></td>
</tr>
<tr>
<td>DW-1</td>
<td>Tank, Domestic Water Storage</td>
<td>285 GAL</td>
<td>Reco</td>
<td></td>
<td>2004</td>
<td>300 GPH Recovery, 180 F, 25 GPM Heating</td>
</tr>
<tr>
<td>EF-1</td>
<td>Exhaust Fan</td>
<td>2,450 CFM</td>
<td>Cook</td>
<td>150 SQNB</td>
<td>2004</td>
<td>1,508 RPM, 1 1/2 HP, 0.91 BHP, 480V, 3-ph, In Line Centrifugal, B-Com Motor Type</td>
</tr>
<tr>
<td>EF-10</td>
<td>Exhaust Fan</td>
<td>800 CFM</td>
<td>Cook</td>
<td></td>
<td>2004</td>
<td>1,849 RPM, 1/3 HP, 0.23 BHP, 120V, 1-ph, In Line Centrifugal, A-1 Motor Type, Provide Inlet Screen</td>
</tr>
<tr>
<td>EF-11</td>
<td>Exhaust Fan</td>
<td>300 CFM</td>
<td>Cook</td>
<td></td>
<td>2004</td>
<td>Serves Elect. Room, 2,058 RPM, 1/4 HP, 0.18 BHP, 120V, 1-ph, In Line Centrifugal, A-1 Motor Type, Provide Inlet Screen</td>
</tr>
<tr>
<td>EF-12</td>
<td>Exhaust Fan</td>
<td>100 CFM</td>
<td>Cook</td>
<td>60SQNB</td>
<td>2004</td>
<td>Serves Vented Vestibule, 2,178 RPM, 1/4 HP, 0.18 BHP, 120V, 1-ph, In Line Centrifugal, A-1 Motor Type, Provide Inlet Screen &amp; Gravity Damper</td>
</tr>
<tr>
<td>EF-13</td>
<td>Exhaust Fan</td>
<td>175 CFM</td>
<td>Cook</td>
<td></td>
<td>2004</td>
<td>Serves Attic Ventilation, 2,280 RPM, 1/4 HP, 0.21 BHP, 120V, 1-ph, In Line Centrifugal, A-1 Motor Type, Provide Inlet Screen &amp; Gravity Damper</td>
</tr>
<tr>
<td>EF-13 100</td>
<td>Exhaust Fan</td>
<td></td>
<td>Cook</td>
<td>80 SQNB</td>
<td>2004</td>
<td></td>
</tr>
<tr>
<td>EF-13 100</td>
<td>Exhaust Fan</td>
<td></td>
<td>Cook</td>
<td>80 SQNB</td>
<td>2004</td>
<td></td>
</tr>
<tr>
<td>EF-13 125</td>
<td>Exhaust Fan</td>
<td></td>
<td>Cook</td>
<td>80 SQNB</td>
<td>2004</td>
<td></td>
</tr>
<tr>
<td>EF-13 75</td>
<td>Exhaust Fan</td>
<td></td>
<td>Cook</td>
<td>80 SQNB</td>
<td>2004</td>
<td></td>
</tr>
<tr>
<td>EF-14</td>
<td>Exhaust Fan</td>
<td>300 CFM</td>
<td>Cook</td>
<td></td>
<td>2004</td>
<td>Serves Mechanic Room, 2,058 RPM, 1/4 HP, 0.17 BHP, 120V, 1-ph, In Line Centrifugal, A-1 Motor Type, Provide Inlet Screen</td>
</tr>
<tr>
<td>EQUIPMENT ID</td>
<td>EQUIPMENT DESCRIPTION</td>
<td>CAPACITY</td>
<td>Manufacturer name</td>
<td>MODEL NUMBER</td>
<td>YEAR</td>
<td>SPECIFICATIONS</td>
</tr>
<tr>
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</tr>
<tr>
<td>EF-15</td>
<td>Exhaust Fan</td>
<td>400 CFM</td>
<td>Cook</td>
<td></td>
<td>2004</td>
<td>Serves Restrooms, 2,821 RPM, 3/4 HP, 0.43 BHP, 480V, 3-ph, In Line Centrifugal, A-1 Motor Type</td>
</tr>
<tr>
<td>EF-16</td>
<td>Exhaust Fan</td>
<td>175</td>
<td>Cook</td>
<td></td>
<td>2004</td>
<td></td>
</tr>
<tr>
<td>EF-2</td>
<td>Exhaust Fan</td>
<td>400 CFM</td>
<td>Cook</td>
<td>70 SQNB</td>
<td>2004</td>
<td>Serves TMC-G Lunchroom Hood, 2,821 RPM, 3/3 HP, 0.43 BHP, 480V, 3-ph, In Line Centrifugal, A-1 Motor Type</td>
</tr>
<tr>
<td>EF-3</td>
<td>Exhaust Fan</td>
<td>550 CFM</td>
<td>Cook</td>
<td></td>
<td>2004</td>
<td>Serves Loading Dock, 1,747 RPM, 1/4 HP, 0.17 BHP, 480V, 3-ph, In Line Centrifugal, B-Com Motor Type, Provide Inlet Screen</td>
</tr>
<tr>
<td>EF-4</td>
<td>Exhaust Fan</td>
<td>400 CFM</td>
<td>Cook</td>
<td>70 SQNB</td>
<td>2004</td>
<td>Serves TMC-2 Lunchroom Hood, 2,821 RPM, 3/4 HP, 0.43 BHP, 480V, 3-ph, In Line Centrifugal, A-1 Motor Type</td>
</tr>
<tr>
<td>EF-5</td>
<td>Exhaust Fan</td>
<td>1,750 CFM</td>
<td>Cook</td>
<td></td>
<td>2004</td>
<td>2,172 RPM, 1 HP, 0.51 BHP, 480V, 3-ph, In Line Centrifugal, A-1 Motor Type</td>
</tr>
<tr>
<td>EF-6</td>
<td>Exhaust Fan</td>
<td>100 CFM</td>
<td>Cook</td>
<td></td>
<td>2004</td>
<td>2,178 RPM, ½ HP, 0.18 BHP, 12x, 3-ph, In Line Centrifugal, A-1 Motor Type</td>
</tr>
<tr>
<td>EF-7</td>
<td>Exhaust Fan</td>
<td>2,425 CFM</td>
<td>Cook</td>
<td></td>
<td>2004</td>
<td>2,425 RPM, 1 1/2 HP, 0.90 BHP, 480V, 3-ph, In Line Centrifugal, B-Com Motor Type</td>
</tr>
<tr>
<td>EF-8</td>
<td>Exhaust Fan</td>
<td>400 CFM</td>
<td>Cook</td>
<td></td>
<td>2004</td>
<td>Serves Lunchroom Hood, 2,821 RPM, 3/4 HP, 0.43 BHP, 480V, 3-ph, In Line Centrifugal, A-1 Motor Type</td>
</tr>
<tr>
<td>EF-9</td>
<td>Exhaust Fan</td>
<td>400 CFM</td>
<td>Cook</td>
<td></td>
<td>2004</td>
<td>Serves Evidence Rooms, 2,821 RPM, 3/4 HP, 0.43 BHP, 480V, 3-ph, In Line Centrifugal, A-1 Motor Type</td>
</tr>
<tr>
<td>RF-1</td>
<td>Return Fan</td>
<td>20,000 CFM</td>
<td>Cook</td>
<td>365SQNB</td>
<td>2004</td>
<td>Serves AHU-1, 729 RPM, 15 HP, 9.25 BHP, 480V, In Line Centrifugal, 3-ph, AS-PWM Motor Type</td>
</tr>
<tr>
<td>RF-2</td>
<td>Return Fan</td>
<td>17,000 CFM</td>
<td>Cook</td>
<td></td>
<td>2004</td>
<td>Serves AHU-2, 842 RPM, 10 HP, 7.72 BHP, 480V, 3-ph, In Line Centrifugal, AS-PWM Motor Type</td>
</tr>
<tr>
<td>RF-3</td>
<td>Return Fan</td>
<td>12,000 CFM</td>
<td>Cook</td>
<td></td>
<td>2004</td>
<td>Serves AHU-3, 1,021 RPM, 7.5 HP, 5.01 BHP, 480V, 3-ph, In Line Centrifugal, AS-PWM Motor Type</td>
</tr>
<tr>
<td>RF-4</td>
<td>Return Fan</td>
<td>25,000 CFM</td>
<td>Cook</td>
<td>402 SQNHP</td>
<td>2004</td>
<td>Serves AHU-4, 649 RPM, 15 HP, 10.30 BHP, 480V, 3-ph, In Line Centrifugal, AS-PWM Motor Type</td>
</tr>
<tr>
<td>RF-5</td>
<td>Return Fan</td>
<td>5,000 CFM</td>
<td>Cook</td>
<td></td>
<td>2004</td>
<td>Serves AHU-5, 2,008 RPM, 5 HP, 3.12 BHP, 480V, 3-ph, In Line Centrifugal, AS-PWM Motor Type</td>
</tr>
<tr>
<td>RF-6</td>
<td>Return Fan</td>
<td>12,000 CFM</td>
<td>Cook</td>
<td></td>
<td>2004</td>
<td>Serves AHU-6, 1,108 RPM, 10 HP, 6.49 BHP, 480V, 3-ph, In Line Centrifugal, AS-PWM Motor Type</td>
</tr>
<tr>
<td>RF-8</td>
<td>Return Fan</td>
<td>10,440 CFM</td>
<td>Cook</td>
<td></td>
<td>2004</td>
<td>Serves AHU-8, 1,725 RPM, 7.5 HP, 4.43 BHP, 480V, 3-ph, In Line Centrifugal, AS-PWM Motor Type</td>
</tr>
<tr>
<td>RF-9</td>
<td>Return Fan</td>
<td>13,605 CFM</td>
<td>Cook</td>
<td></td>
<td>2004</td>
<td>Serves AHU-9, 1,725 RPM, 7.5 HP, 5.16 BHP, 480V, 3-ph, In Line Centrifugal, AS-PWM Motor Type</td>
</tr>
<tr>
<td>SF-1</td>
<td>Supply Fan</td>
<td>2,450 CFM</td>
<td>Cook</td>
<td></td>
<td>2004</td>
<td>Serves Electronics, 1,566 RPM, 1/6 HP, 0.08 BHP, 120V, 13-ph, In Line Centrifugal, A-1 Motor Type</td>
</tr>
<tr>
<td>FC-1</td>
<td>Fan Coil Unit</td>
<td>2,000 CFM</td>
<td>Trane</td>
<td></td>
<td>2004</td>
<td></td>
</tr>
<tr>
<td>FC-2</td>
<td>Fan Coil Unit</td>
<td>2,000 CFM</td>
<td>Trane</td>
<td></td>
<td>2004</td>
<td></td>
</tr>
<tr>
<td>FC-3</td>
<td>Fan Coil Unit</td>
<td>3,000 CFM</td>
<td>Trane</td>
<td></td>
<td>2004</td>
<td></td>
</tr>
<tr>
<td>FCV-1</td>
<td>Flow Control Valve</td>
<td>105 GPM</td>
<td></td>
<td></td>
<td>2004</td>
<td>Serves Chilled Water, Modulating Type, 29 CV, Open</td>
</tr>
<tr>
<td>FCV-10</td>
<td>Flow Control Valve</td>
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<td>FCV-18</td>
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<td>FCV-21</td>
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<td>FCV-26</td>
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<td>FCV-31</td>
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<td>FCV-32</td>
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<td>Served by AHU-8, 16 NC, 19,633 BTUH, 1.2 GPM, 8” Inlet, Shut-Off Type</td>
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<td>FCV-34</td>
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<td>FCV-36</td>
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<td>FCV-37</td>
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<td>Serves Hot Water, Modulating Type, 24 CV, Closed</td>
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<td>Served by AHU-9, 15 NC, 6,372 BTUH, 1.0 GPM, 4&quot; Inlet, Shut-Off Type</td>
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<td>FCV-44</td>
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<td>FCV-5</td>
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<td>FCV-52</td>
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<td>FCV-53</td>
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<td>Serves Combustion Air, 1,720 RPM, 1.3sp, 120V Circuit</td>
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<td>CAPACITY</td>
<td>MANUFACTURER NAME</td>
<td>MODEL NUMBER</td>
<td>YEAR</td>
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<td>CHWP-1</td>
<td>Circulating Pump</td>
<td>360 GPM</td>
<td>Armstrong</td>
<td></td>
<td>2004</td>
<td>Serves as Primary Chilled Water, 20 HP, 12.42 BHP, 460V, 3-ph, 1,800 RPM, C-Com Motor Type</td>
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<td>CHWP-2</td>
<td>Circulating Pump</td>
<td>360 GPM</td>
<td>Armstrong</td>
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<td>2004</td>
<td>Serves Primary Chilled Water, 20 HP, 12.42 BHP, 460V, 3-ph, 1,800 RPM, C-Com Motor Type</td>
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<td>CHWP-3</td>
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<td>Serves Primary Chilled Water, 20 HP, 12.42 BHP, 460V, 3-ph, 1,800 RPM, C-Com Motor Type</td>
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<td>Circulating Pump</td>
<td>600 GPM</td>
<td>Armstrong</td>
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<td>Serves Secondary Chilled Water, 30 HP, 19.57 BHP, 460V, 3-ph, 1,800 RPM, AS-PWM Motor Type</td>
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<td>SP-1</td>
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<td>40 GPM</td>
<td>Red Jacket</td>
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<td>HHWP-1</td>
<td>Circulating Pump</td>
<td>190 GPM</td>
<td>Armstrong</td>
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<td>2004</td>
<td>Serves Hot Water, 15 HP, 7.38 BHP, 460V, 3-ph, 1,800 RPM, AS-PWM Motor Type</td>
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<td>Circulating Pump</td>
<td>190 GPM</td>
<td>Armstrong</td>
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<td>2004</td>
<td>Serves Hot Water, 15 HP, 7.38 BHP, 460V, 3-ph, 1,800 RPM, AS-PWM Motor Type</td>
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<td>25 GPM</td>
<td>Armstrong</td>
<td>S-46 BF</td>
<td>2004</td>
<td>Serves Hot Water, 1/3 HP, 120V, 1-ph, 1,750 RPM, A-1 Motor Type</td>
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<td>DSD-XX</td>
<td>Duct Smoke Detector</td>
<td>18 EA</td>
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<td>TS-XX</td>
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<td>EX-1</td>
<td>Expansion Tank (Bladder Type)</td>
<td>105 GAL</td>
<td>Armstrong</td>
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<td>Chilled Water, 30% Propylene Glycol, 75 PSIg</td>
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<td>317 GAL</td>
<td>Armstrong</td>
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<td>Hot Water, 75 PSIg</td>
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<td>UST-1</td>
<td>Tank, Underground Fuel Oil</td>
<td>15,000 GAL</td>
<td>Highland Tank</td>
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<td>Modine</td>
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<td>Valve, Calibrated Balancing</td>
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<td>3/4&quot;, 1 1/4&quot;, 2&quot;, 2 1/2&quot;</td>
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<td>Variable Air Volume Box</td>
<td>675 CFM</td>
<td>Tuttle &amp; Bailey</td>
<td>SDV-10</td>
<td>2004</td>
<td>Served by AHU-5, 23.45 MBH, 1.17 GPM, 10&quot; Inlet, Shut-Off Type</td>
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<td>ID</td>
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<td>Capacity</td>
<td>Manufacturer</td>
<td>Model</td>
<td>Year</td>
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<td>VH1-02</td>
<td>Variable Air Volume Box</td>
<td>140 CFM TO 250 CFM</td>
<td>Tuttle &amp; Bailey</td>
<td>SDV-10</td>
<td>2004</td>
<td>Served by AHU-5, 6.68MBH, 0.5 GPM, 5&quot; Inlet, Shut-Off Type</td>
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<td>VH2-01</td>
<td>Variable Air Volume Box</td>
<td>925 CFM TO 1600 CFM</td>
<td>Trane</td>
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<td>Variable Air Volume Box</td>
<td>450 CFM TO 800 CFM</td>
<td>Trane</td>
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<td>Variable Air Volume Box</td>
<td>130 CFM TO 230 CFM</td>
<td>Trane</td>
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<td>2004</td>
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<td>Variable Air Volume Box</td>
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<td>Trane</td>
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<td>2004</td>
<td>Served by AHU-6, 5.69 MBH, 0.5 GPM, 4&quot; Inlet, Shut-Off Type</td>
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<td>VS1-02</td>
<td>Variable Air Volume Box</td>
<td>95 CFM TO 140 CFM</td>
<td>Trane</td>
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<td>VS1-03</td>
<td>Variable Air Volume Box</td>
<td>385 CFM TO 650 CFM</td>
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<td>Served by AHU-6, 13.59 MBH, 0.68 GPM, 8&quot; Inlet, Shut-Off Type</td>
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<td>VS1-04</td>
<td>Variable Air Volume Box</td>
<td>30 CFM TO 50 CFM</td>
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<td>Served by AHU-6, 3.02 MBH, 0.5 GPM, 4&quot; Inlet, Shut-Off Type</td>
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<td>VS1-05</td>
<td>Variable Air Volume Box</td>
<td>150 CFM TO 270 CFM</td>
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<td>Variable Air Volume Box</td>
<td>95 CFM TO 140 CFM</td>
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<td>VS1-07</td>
<td>Variable Air Volume Box</td>
<td>200 CFM TO 360 CFM</td>
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<td>VS1-08</td>
<td>Variable Air Volume Box</td>
<td>580 CFM TO 1000 CFM</td>
<td>Trane</td>
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<td>VS1-09</td>
<td>Variable Air Volume Box</td>
<td>1100CFM TO 1950 CFM</td>
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<td>VS1-10</td>
<td>Variable Air Volume Box</td>
<td>910 CFM TO 1630 CFM</td>
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<td>200 CFM TO 360 CFM</td>
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<td>Variable Air Volume Box</td>
<td>365 CFM TO 650 CFM</td>
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<td>VS2-01</td>
<td>Variable Air Volume Box</td>
<td>210 CFM TO 380 CFM</td>
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<td>VS2-02</td>
<td>Variable Air Volume Box</td>
<td>830 CFM TO 1480 CFM</td>
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<td>Variable Air Volume Box</td>
<td>415 CFM TO 740 CFM</td>
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<td>Variable Air Volume Box</td>
<td>130 CFM TO 200 CFM</td>
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<td>Variable Air Volume Box</td>
<td>210 CFM TO 370 CFM</td>
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<td>200 CFM TO 350 CFM</td>
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<td>VS2-07</td>
<td>Variable Air Volume Box</td>
<td>950 CFM TO 1700 CFM</td>
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<td>Variable Air Volume Box</td>
<td>45 CFM TO 70 CFM</td>
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<td>VSB-02</td>
<td>Variable Air Volume Box</td>
<td>300 CFM TO 530 CFM</td>
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<td>VSB-03</td>
<td>Variable Air Volume Box</td>
<td>230 CFM TO 400 CFM</td>
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<td>VSB-04</td>
<td>Variable Air Volume Box</td>
<td>840 CFM TO 1,495 CFM</td>
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<td>VSB-05</td>
<td>Variable Air Volume Box</td>
<td>1,665 CFM TO 2,970 CFM</td>
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<td>Variable Air Volume Box</td>
<td>490 CFM TO 870 CFM</td>
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<td>Variable Air Volume Box</td>
<td>485 CFM TO 860 CFM</td>
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<td>280 CFM TO 490 CFM</td>
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<td>665 CFM TO 1,180 CFM</td>
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<td>100 CFM TO 170 CFM</td>
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<td>Variable Air Volume Box</td>
<td>120 CFM TO 205 CFM</td>
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<td>Variable Air Volume Box</td>
<td>290 CFM TO 510 CFM</td>
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<td>VSG-05</td>
<td>Variable Air Volume Box</td>
<td>165 CFM TO 290 CFM</td>
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<td>310 CFM TO 550 CFM</td>
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<td>VSG-07</td>
<td>Variable Air Volume Box</td>
<td>520 CFM TO 920 CFM</td>
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<td>VSG-08</td>
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<td>275 CFM TO 485 CFM</td>
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<td>150 CFM TO 260 CFM</td>
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<td>1,755 CFM TO 3,080 CFM</td>
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<td>VT1-01</td>
<td>Variable Air Volume Box</td>
<td>1,760 CFM TO 3,135 CFM</td>
<td>Trane</td>
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<td>Variable Air Volume Box</td>
<td>450 CFM TO 800 CFM</td>
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<td>315 CFM TO 390 CFM</td>
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<td>Variable Air Volume Box</td>
<td>685 CFM TO 860 CFM</td>
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<td>Served by AHU-3, 23.6 MBH, 1.18 GPM, 10” Inlet, Shut-Off Type</td>
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<td>590 CFM TO 1050 CFM</td>
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<td>VT1-06</td>
<td>Variable Air Volume Box</td>
<td>580 CFM TO 1030 CFM</td>
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<td>855 CFM TO 1175 CFM</td>
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<td>Variable Air Volume Box</td>
<td>330 CFM TO 410 CFM</td>
<td>Trane</td>
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<td>870 CFM TO 1550 CFM</td>
<td>Trane</td>
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<td>Trane</td>
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<td>685 CFM TO 1220 CFM</td>
<td>Trane</td>
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<td>Variable Air Volume Box</td>
<td>1555 CFM TO 2775 CFM</td>
<td>Trane</td>
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<td>Served by AHU-4, 47.67 MBH, 2.38 GPM, 14&quot; Inlet, Shut-Off Type</td>
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<td>Variable Air Volume Box</td>
<td>400 CFM TO 720 CFM</td>
<td>Trane</td>
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<td>2004</td>
<td>Served by AHU-4, 13.83MBH, 0.69 GPM, 8&quot; Inlet, Shut-Off Type</td>
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<td>VT2-04</td>
<td>Variable Air Volume Box</td>
<td>950 CFM TO 1700 CFM</td>
<td>Trane</td>
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<td>2004</td>
<td>Served by AHU-4, 29.59 MBH, 1.48 GPM, 12&quot; Inlet, Shut-Off Type</td>
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<td>Variable Air Volume Box</td>
<td>740 CFM TO 1320 CFM</td>
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<td>Served by AHU-4, 24.42 MBH, 1.22 GPM, 10&quot; Inlet, Shut-Off Type</td>
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<td>VT2-06</td>
<td>Variable Air Volume Box</td>
<td>605 CFM TO 1080 CFM</td>
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<td>Served by AHU-4, 22.31 MBH, 1.12 GPM, 10&quot; Inlet, Shut-Off Type</td>
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<td>Variable Air Volume Box</td>
<td>512 CFM TO 640 CFM</td>
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<td>Served by AHU-4, 14.41 MBH, 0.77 GPM, 8&quot; Inlet, Shut-Off Type</td>
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<td>Variable Air Volume Box</td>
<td>3200 CFM TO 4000 CFM</td>
<td>Trane</td>
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<td>Variable Air Volume Box</td>
<td>3168 CFM TO 3960 CFM</td>
<td>Trane</td>
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<td>2004</td>
<td>Served by AHU-4, 73.48 MBH, 3.67 GPM, 16&quot; Inlet, Shut-Off Type</td>
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<td>Variable Air Volume Box</td>
<td>605 CFM TO 1080 CFM</td>
<td>Trane</td>
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<td>2004</td>
<td>Served by AHU-4, 22.31 MBH, 1.12 GPM, 10&quot; Inlet, Shut-Off Type</td>
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<td>VT2-11</td>
<td>Variable Air Volume Box</td>
<td>425CFM TO 780 CFM</td>
<td>Trane</td>
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<td>2004</td>
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<td>Variable Air Volume Box</td>
<td>470 CFM TO 840 CFM</td>
<td>Trane</td>
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<td>Served by AHU-4, 14.85 MBH, 0.74GPM, 8&quot; Inlet, Shut-Off Type</td>
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<td>580 CFM TO 1000 CFM</td>
<td>Trane</td>
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<td>2004</td>
<td>Served by AHU-4, 21.87 MBH, 1.09 GPM, 10&quot; Inlet, Shut-Off Type</td>
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<td>Trane</td>
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<td>2004</td>
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<td>VT3-01</td>
<td>Variable Air Volume Box</td>
<td>1160 CFM TO 1664 CFM</td>
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<td>Variable Air Volume Box</td>
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<td>2004</td>
<td>Served by AHU-4, 7.17 MBH, 0.5 GPM, 5” Inlet, Shut-Off Type</td>
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<tr>
<td>VT3-03</td>
<td>Variable Air Volume Box</td>
<td>1160 CFM TO 1664 CFM</td>
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<td>2004</td>
<td>Served by AHU-4, 32.19 MBH, 1.61 GPM, 12” Inlet, Shut-Off Type</td>
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<td>VTB-01</td>
<td>Variable Air Volume Box</td>
<td>800 CFM TO 81140 CFM</td>
<td>Tuttle &amp; Bailey</td>
<td>SDV</td>
<td>2004</td>
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<td>VTB-02</td>
<td>Variable Air Volume Box</td>
<td>3168 CFM TO 3960 CFM</td>
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<td>VTB-03</td>
<td>Variable Air Volume Box</td>
<td>95 CFM TO 140 CFM</td>
<td>Trane</td>
<td>SDV</td>
<td>2004</td>
<td>Served by AHU-2, 5.69 MBH, 0.5 GPM, 4” Inlet, Shut-Off Type</td>
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<td>VTB-04</td>
<td>Variable Air Volume Box</td>
<td>220 CFM TO 400 CFM</td>
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<td>VTB-05</td>
<td>Variable Air Volume Box</td>
<td>290 CFM TO 510 CFM</td>
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<td>VTB-06</td>
<td>Variable Air Volume Box</td>
<td>280 CFM TO 500 CFM</td>
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<td>2004</td>
<td>Served by AHU-2, 8.45 MBH, 0.5 GPM, 6” Inlet, Shut-Off Type</td>
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<tr>
<td>VTB-07</td>
<td>Variable Air Volume Box</td>
<td>140 CFM TO 250 CFM</td>
<td>Trane</td>
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<td>2004</td>
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<td>VTG-01</td>
<td>Variable Air Volume Box</td>
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<td>VTG-02</td>
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<td>VTG-03</td>
<td>Variable Air Volume Box</td>
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<td>Served by AHU-2, 6.68 MBH, 0.5 GPM, 6” Inlet, Shut-Off Type</td>
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<td>Variable Air Volume Box</td>
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<td>Served by AHU-2, 29.59 MBH, 1.48 GPM, 12” Inlet, Shut-Off Type</td>
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<td>Served by AHU-2, 30.12 MBH, 1.51 GPM, 12” Inlet, Shut-Off Type</td>
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<td>Variable Air Volume Box</td>
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<td>Served by AHU-2, 21.51 MBH, 1.08 GPM, 10” Inlet, Shut-Off Type</td>
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<td>VTG-08</td>
<td>Variable Air Volume Box</td>
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<td>VTG-09</td>
<td>Variable Air Volume Box</td>
<td>1856 CFM TO 2320 CFM</td>
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<td>2004</td>
<td>Served by AHU-2, 51.31 MBH, 2.57 GPM, 14” Inlet, Shut-Off Type</td>
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<td>P-XX</td>
<td>Water Pump</td>
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<td>SP-1A</td>
<td>Sewage Ejector Pump</td>
<td>5HP</td>
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<td>Sewage Ejector Pump</td>
<td>5HP</td>
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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.
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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, 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. **RECIROCITY 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.
CONTRACTOR INFORMATION
SOLICITATION NUMBER 1862

___________________________________  ______________________________________
(Authorized Signature)    (Date)

___________________________________  ______________________________
(Print Name)      (Title)

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

______________________________________________________________________________
(Address)

______________________________________________________________________________
(City, State, Zip)

____________________________________
(County)

____________________________________  ______________________________
(Telephone Number)    (Toll Free Phone)

____________________________________
(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

Does your proposal meet all the requirements of this solicitation? Circle One: Yes No
Offerer’s Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)

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

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

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

By: _______________________________     Date: ______________________________

Name: _______________________________

Title: _______________________________

Contractor Name: _______________________________

Contractor Address: _______________________________

____________________________________________________________________

____________________________________________________________________
Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

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

Instructions:

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

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

Address: __________________________________________________________________
__________________________________________________________________________

Name and Title of Person Submitting this Form:
__________________________________________________________________________
__________________________________________________________________________

Contract Procurement Number: _____________________

Date:___________________________

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

If yes, please answer the next questions:

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

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

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

   Governmental Entity: __________________________________________________________

   Date of Finding of Non-responsibility: ____________________________________________

   Basis of Finding of Non-Responsibility: __________________________________________
   ┌────────────────────────────────────────────────────────────────────────────────────────────┐
   │                                                                                            │
   │                                                                                            │
   │                                                                                            │
   │                                                                                            │
   └────────────────────────────────────────────────────────────────────────────────────────────┘

   (Add additional pages as necessary)

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

Governmental Entity: ______________________________________________

Date of Termination or Withholding of Contract: _______________________

Basis of Termination or Withholding: __________________________________

(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.
New York State Department of Taxation and Finance

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)

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

**Contractor’s principal place of business**

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>ZIP code</th>
</tr>
</thead>
</table>

**Contractor’s mailing address (if different than above)**

<table>
<thead>
<tr>
<th>Contractor’s federal employer identification number (EIN)</th>
<th>Contractor’s sales tax ID number (if different from contractor’s EIN)</th>
<th>Contractor’s telephone number</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Covered agency name</th>
<th>Contract number or description</th>
<th>Estimated contract value over the full term of the contract (but not including renewals)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Covered agency address</th>
<th>Covered agency telephone number</th>
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</thead>
</table>

**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.

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), available at www.nystax.gov. Information is also available by calling the Tax Department’s Contractor Information Center at 1 800 698-2931.

**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)(ii).

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 Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

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**Need Help?**

- Internet access: www.nystax.gov
  (for information, forms, and publications)

- Fax-on-demand forms: 1 800 748-3676

- Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931
  To order forms and publications: 1 800 462-8100

- Sales Tax Information Center: 1 800 462-8100
  From areas outside the U.S. and outside Canada: (518) 485-6800

- Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

- 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, please call 1 800 972-1233.
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.

Make only one entry in each section below.

Section 1 - Contractor registration status

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

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

Section 2 - Affiliate registration status

☐ The contractor does not have any affiliates.

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

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

Section 3 - Subcontractor registration status

☐ The contractor does not have any subcontractors.

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

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

Sworn to this_______ day of ____________, 20 ___

__________________________________________________________ (sign before a notary public)                                      ____________________________ (title)
Schedule A - Listing of each person (contractor, affiliate, or subcontractor) exceeding $300,000 cumulative sales threshold

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

<table>
<thead>
<tr>
<th>A</th>
<th>Relationship to Contractor</th>
<th>B</th>
<th>Name</th>
<th>C</th>
<th>Address</th>
<th>D</th>
<th>Federal ID Number</th>
<th>E</th>
<th>Sales Tax ID Number</th>
<th>F</th>
<th>Registration In Progress</th>
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</table>

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

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

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

Column D - ID number - Enter the federal employer identification number (EIN) assigned to the person or person’s business, as applicable. If the person is an individual, enter the social security number of that person.

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

Column F - If applicable, enter an X if the person has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.
Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF } \[ SS.: \]
COUNTY OF } \[

On the ______ day of _____________ in the year 20___, before me personally appeared ________________________________ known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_he resides at ________________________________ ,
Town of ________________________________ ,
County of ________________________________ ,
State of ________________________________ ; and further that:

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

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

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

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

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

________________________________________
Notary Public

Registration No. __________________________
New York State Department of Taxation and Finance
Contractor Certification to Covered Agency
(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

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

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

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 T-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 the 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. This publication is available on our Web site, by fax, or by mail. (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.

If you have questions, please call our information center at 1 800 698-2931.

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

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

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

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

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

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

STATE OF: }  SS.: 
COUNTY OF: } 

On the day of , in the year , 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 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.

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)(ii).

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 Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need Help?

Internet access: www.nystax.gov  
(for information, forms, and publications)

Fax-on-demand forms: 1 800 748-3676

Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.  
1 800 698-2931  
To order forms and publications: 1 800 462-8100

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

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, please call 1 800 972-1233.
Bidder is required to sign both sections on this page.

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

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)
### HVTMC

#### Item 1

| Administrative Services | $0.00 |

#### Item 2

| Annual Total Item 1 | $0.00 |

#### Item 3

| General Repairs | Annual Total Item 3 | $382,800.00 |

| Total Annual Item 3 | $382,800.00 |

#### Snow Management

| Administrative Cost | $0.00 |

| Unit price 0.01" to 1.00" | Estimated number of occurrences | 5 |
| Total 0.01" to 1.00" | $0.00 |

| Unit price 1.01" to 8.00" | Estimated number of occurrences | 4 |
| Total 1.01" to 8.00" | $0.00 |

| Unit price 8.01" and above | Estimated number of occurrences | 3 |
| Total 8.01" and above | $0.00 |

| Total Snow Management Cost Only | $0.00 |

| Off-Site Snow Removal & Disposal | $0.00 |

| Unit price per cubic yard | Estimated number of cubic yards removed | 100 |
| Total Off-Site Removal Price Only | $0.00 |

| Annual Total Item 2 | $0.00 |

| Total Bid Value | $382,800.00 |
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 __________________________.

W I T N E S S E T H:

WHEREAS, the OGS is responsible for the Integrated Facilities Management at the Hudson Valley Transportation Center located at 200 Bradhurst Ave, Hawthorne, NY (hereinafter the “State Office Building”) and in fulfilling its responsibility deems it necessary to obtain building systems operation and 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 Integrated Facilities Management 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 (SERVICE PROVIDED) 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.
2. **TERM**

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

3. **SERVICES**

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Request for Proposals No. XXXX, 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:

1. Appendix A
2. This contract agreement
3. Appendix B – Solicitation #1862 including Addenda
4. 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. IRAN DIVESTMENT ACT

By entering into this Contract, Contractor certifies 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” list (“Prohibited Entities List”) posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such 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 the Contract will be required to certify that it is not on the Prohibited Entities List before OGS may approve a request for Assignment of Contract.

During the term of the Contract, should OGS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OGS 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 OGS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OGS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the
Contract, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

21. 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.

22. **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, 10% for 
Minority-Owned Business Enterprises (“MBE”) participation and 10% 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”)

(One of the following 2 paragraphs will be included in the final contract)

*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.

*Contractor and OGS agree that Contractor is unable to separate out the workforce
utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce and that the information provided on the previously submitted Staffing Plan is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

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: ___________________________
Name: ___________________________ Name: ___________________________
Title: ___________________________ Title: ___________________________
Federal I.D. No.: ___________________________ 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: ____________________________
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.
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 from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.
Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

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

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

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

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

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

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

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

**Withholding of Payments**

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

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

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

**Summary of Notice Posting Requirements**

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

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.
Every employer providing workers' compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

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

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

**Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen 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 journeymen’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.
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

<table>
<thead>
<tr>
<th>Federal Employer Identification Number:</th>
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<tbody>
<tr>
<td>Name:</td>
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<td>Address:</td>
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<td>City:</td>
<td>____________________________</td>
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<tr>
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<td>[ ] (01) General Construction</td>
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<td></td>
<td>[ ] (02) Heating/Ventilation</td>
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<td>$ __________</td>
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<td>Approximate Starting Date:</td>
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<td>Approximate Completion Date:</td>
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<td>Roadway/Project Type:</td>
<td>[ ] (03) Electrical</td>
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<td></td>
<td>[ ] (04) Plumbing</td>
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<tr>
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<td>[ ] (05) Other: __________</td>
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</tbody>
</table>

Schedule Year: 2013 through 2014
Date Requested: 03/17/2014
PRC#: 2014002218

OGS FINANCIAL ADMINISTRATION
TAMMY ROCK, CMS
32ND FLOOR
CORNING TOWER
EMPIRE STATE PLAZA
ALBANY  NY 12242

Location: HAWTHORNE, NY
Project ID#: 1862
Project Type: FULL BUILDING MANAGEMENT & MAINTENANCE AT THE HUDSON VALLEY TRANSPORTATION MANAGEMENT CENTER

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

www.labor.state.ny.us.

PW 16
PWAsk@labor.state.ny.us
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.


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

The law says that you are an employee unless:

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

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

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

Employee rights. If you are an employee:

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

Independent Contractors: If you are an independent contractor:

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

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

- **Civil Penalty**
  - First Offense: up to $2,500 per employee.
  - Subsequent Offense(s): up to $5,000 per employee.

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

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

Employer Name:  

IA 999 (09/10)
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: 

PW 101 (10.12)
OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

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

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

1. NYS Department of Labor website for scheduled outreach training at:
   www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITECONSULTATION.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: lsingleton@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_oshacfm

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 -
  o Go to pages 2 and 3 of the form
  o Place a checkmark in the box to the right of the Job Classification you are choosing
  o 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
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

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***

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Tag #</th>
<th>Entire Counties</th>
<th>Partial Counties</th>
<th>Check Box</th>
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### 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***

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# Job Classification Checklist

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

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<td>Delaware, Franklin</td>
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</table>
# 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***

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Tag #</th>
<th>Applicable Counties</th>
<th>Partial Counties</th>
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<tr>
<td>Operating Engineer - Heavy/Highway</td>
<td>137H/H</td>
<td>Putnam, Westchester</td>
<td>Duchess</td>
</tr>
<tr>
<td>Operating Engineer - Heavy&amp;Highway</td>
<td>832H</td>
<td>Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne,</td>
<td>Genesee</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Yates</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>150</td>
<td>Livingston, Monroe, Ontario, Wayne, Yates</td>
<td>Livingston, Ontario</td>
</tr>
</tbody>
</table>
## 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***

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Tag #</th>
<th>Applicable Counties</th>
<th>Partial Counties</th>
<th>Check Box</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painter</td>
<td>178 B</td>
<td>Broome, Chenango, Tioga</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>178 E</td>
<td>Chemung, Schuyler, Steuben</td>
<td>Steuben</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>178 O</td>
<td>Delaware, Otsego</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>31</td>
<td>Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca</td>
<td>Lewis, Ontario, Oswego</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>38.O</td>
<td>Oswego</td>
<td>Oswego</td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>4-Buf,Nia,Olean</td>
<td>Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>4-Jamestown</td>
<td>Cattaraugus, Chautauqua</td>
<td>Cattaraugus, Chautauqua</td>
<td></td>
</tr>
<tr>
<td>Sheetmetal Worker</td>
<td>46</td>
<td>Livingston, Monroe, Ontario, Seneca, Wayne, Yates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teamsters-Heavy&amp;Highway</td>
<td>317bhh</td>
<td>Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne,Yates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teamsters-Heavy&amp;Highway</td>
<td>693bhh</td>
<td>Broome, Chenango, Delaware, Otsego, Tioga</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teamsters-Building/Heavy&amp;Highway</td>
<td>456</td>
<td>Putnam, Westchester</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Title (Trade)</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilermaker (Construction)</td>
<td>1:1,1:4</td>
</tr>
<tr>
<td>Boilermaker (Shop)</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Carpenter (Bldg., H&amp;H, Pile Driver/Dockbuilder)</td>
<td>1:1,1:4</td>
</tr>
<tr>
<td>Carpenter (Residential)</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Electrical (Outside) Lineman</td>
<td>1:1,1:2</td>
</tr>
</tbody>
</table>
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 - 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
Boilermaker

JOB DESCRIPTION  Boilermaker  DISTRICT  4

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

WAGES
Per Hour:

07/01/2013
Boilermaker  $ 47.98
Repairs & Renovations  $ 47.98

SUPPLEMENTAL BENEFITS
Per Hour:

07/01/2013
Boilermaker  33% of hourly Wage Paid
Repairs & Renovations  $22.25

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

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

OVERTIME PAY
OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (8, 16, 23, 24) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE
NOTE: **Employee must work in pay week to receive Holiday Pay.

**Boilermaker gets 4 times the hourly wage rate for working on Labor Day.

***Repairs & Renovation see (B, E, Q) on HOLIDAY PAGE

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

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>65%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td>95%</td>
</tr>
</tbody>
</table>

Supplemental Benefits Per Hour:

Apprentice(s)  07/01/2013
33% of Hourly Wage Paid plus amount below

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$17.41</td>
<td>$18.10</td>
<td>$18.79</td>
<td>$19.48</td>
<td>$20.17</td>
<td>$20.86</td>
<td>$21.55</td>
<td>$22.25</td>
</tr>
</tbody>
</table>

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

Carpenter

JOB DESCRIPTION  Carpenter  DISTRICT  9

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

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

WAGES
Per hour: 07/01/2013

Core Drilling:

Driller $ 35.46 Plus $2.40*
Assistant Driller $ 28.89 Plus $2.40*

*Additional to be added to Wages or Benefits

Note: Hazardous Waste Pay Differential:
For Level C, an additional 10% above wage rate per hour
For Level B, an additional 10% above wage rate per hour
For Level A, an additional 10% above wage rate per hour
Note: When required to work on water: an additional $ 0.50 per hour.

* May be allocated between wages and benefits.

SUPPLEMENTAL BENEFITS
Per hour paid:

Driller $ 17.52
Asst. driller 17.52

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

HOLIDAY
HOLIDAY:
Paid: See (5, 6) on HOLIDAY PAGE.
Overtime: * See (5, 6) on HOLIDAY PAGE.
** See (8, 10, 11, 13) on HOLIDAY PAGE.

Assistant: One (1) year increments at the following percentage of Assistant wages. This is not an apprenticeship for Driller.

<table>
<thead>
<tr>
<th>1st Year</th>
<th>2nd Year</th>
<th>3rd Year</th>
<th>4th Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>70%</td>
<td>80%</td>
<td>90%</td>
<td>100%</td>
</tr>
</tbody>
</table>

Carpenter 03/01/2014

JOB DESCRIPTION Carpenter

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

WAGES
Per Hour: 07/01/2013

Timberman $ 44.03 Plus $2.40*

*Additional to be added to Wages or Benefits

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2013

$ 40.62

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

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

Paid: for 1st & 2nd yr.
REGISTERED APPRENTICES
Wages per hour is Percentage of Journeymans Wage.

(1) year terms:

1st  2nd  3rd  4th
40%  50%  65%  80%

Supplemental benefits per hour:

Apprentices $ 25.14

JOB DESCRIPTION Carpenter
DISTRICT 9

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

WAGES
Per hour: 07/01/2013

Building

Millwright $ 46.19 Plus an additional $ 2.40*

* May be allocated between wages and benefits

SUPPLEMENTAL BENEFITS
Per hour paid:

Millwright $ 48.12

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

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

* must show up to work

REGISTERED APPRENTICES
Wages per hour is Percentage of Journeyworkers wage:

(1) year terms:

1st  2nd  3rd  4th
55%  65%  75%  95%

Supplemental benefits per hour paid:

(1) year terms:

1st  2nd  3rd  4th
31.12  34.32  38.64  43.95

Carpenter

JOB DESCRIPTION Carpenter
DISTRICT 9

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

WAGES
Per Hour: 07/01/2013

Marine Construction:

Marine Diver  $ 58.95 Plus $2.40*
M.D.Tender  42.10 Plus $2.40*

NOTE: (*Additional to be added to wages or benifit)

SUPPLEMENTAL BENEFITS
Per Hour Paid:

Journeyman  $ 42.37

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

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

9-1456MC

Carpenter 03/01/2014

JOB DESCRIPTION  Carpenter  DISTRICT 9

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

WAGES
Per hour: 07/01/2013

Carpenters/Resilient Floor Coverers  $ 45.34 Plus $2.40*

*Additonal to be Added to Wages or Benifits

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

SUPPLEMENTAL BENEFITS
Per hour paid:

Floor Coverer  $ 38.58

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

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

REGISTERED APPRENTICES
Wage per hour is Percentage of Journeyworkers Wage

(1) year terms:

<table>
<thead>
<tr>
<th>1st.</th>
<th>2nd.</th>
<th>3rd.</th>
<th>4th.</th>
</tr>
</thead>
<tbody>
<tr>
<td>40%</td>
<td>50%</td>
<td>65%</td>
<td>80%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour:

Apprentices  $ 25.83

9-2287

Carpenter 03/01/2014

JOB DESCRIPTION  Carpenter  DISTRICT 9
ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2013

Piledriver $ 46.74 Plus $2.40*
Dockbuilder $ 46.74 Plus $2.40*

Note(*Additional to be added to wages or benifit)

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker $ 42.45

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

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

REGISTERED APPRENTICES
Wages per houris Pecentage of Journeyworkers Wage

(1)year terms:

<table>
<thead>
<tr>
<th></th>
<th>1st.</th>
<th>2nd.</th>
<th>3rd.</th>
<th>4th.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st.</td>
<td>40%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd.</td>
<td>50%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd.</td>
<td></td>
<td>65%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4th.</td>
<td></td>
<td></td>
<td>80%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental benefits per hour:

Apprentices $ 27.77

9-1456

Carpenter - Building / Heavy&Highway 03/01/2014

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

ENTIRE COUNTIES Putnam, Rockland, Westchester

WAGES
WAGES:(per hour)

BUILDING: 07/01/2013
Carpenter $ 42.05

HEAVY/HIGHWAY:
Carpenter $ 42.05
Carpenter Concrete Forms $ 42.05

SHIFT DIFFERENTIAL: When it is mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional (15) percent of wage plus applicable benefits.
NOTE:Carpenters employed in the abatement or removal of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable supplemental benefits.

SUPPLEMENTAL BENEFITS
Per hour paid:
BUILDING AND HEAVY/HIGHWAY:
Journeyworker $ 28.06

OVERTIME PAY
BUILDING:
See (B, E, E2, Q, V*) on OVERTIME PAGE.

*NOTE: Benefits paid at double time rate for Sundays & Holidays when worked. All other overtime benefits paid at straight time rate.

HEAVY/HIGHWAY:
See (B, E, E2, Q*, T**) on OVERTIME PAGE.

HOLIDAY
BUILDING:
Paid: See (1) on HOLIDAY PAGE.
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE.

HEAVY/HIGHWAY:
Paid: See (5, 6, 16, 25) on HOLIDAY PAGE.
Overtime: See (5*, 6*, 16**, 25**) on HOLIDAY PAGE.

*NOTE: For Holidays 5 and 6 code T applies, with benefits at straight time rate.

**NOTE: For Holidays 16 and 25 code Q applies, with benefits at straight time rate.

REGISTERED APPRENTICES
(1) year terms at the following wage rates.

BUILDING-HEAVY/HIGHWAY:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$20.93</td>
<td>$24.39</td>
<td>$27.84</td>
<td>$31.30</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour paid:

Apprentices
All terms $13.75

Electrician 03/01/2014

JOB DESCRIPTION Electrician

ENTIRE COUNTIES Westchester

WAGES
Per hour: 07/01/2013

Electrician $50.75
A-Technician 50.75

* Note: All maintenance (TEMPORARY WORK ONLY) of feeders, sub-feeders and wiring of electrical equipment for HEATING OF BUILDINGS shall be paid for at 80% of the regular hourly rate for the first 40 hours. After 40 hours they shall be paid time and one-half.

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

SUPPLEMENTAL BENEFITS
Per hour worked: 07/01/2013

Journeyworker $39.78

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

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 16, 25) on HOLIDAY PAGE
## REGISTERED APPRENTICES

(1) year terms at the following rates:

<table>
<thead>
<tr>
<th>Term</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$13.75</td>
</tr>
<tr>
<td>2nd term</td>
<td>16.65</td>
</tr>
<tr>
<td>3rd term</td>
<td>18.65</td>
</tr>
<tr>
<td>4th term</td>
<td>20.60</td>
</tr>
<tr>
<td>MIJ 5th term</td>
<td>26.00</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

<table>
<thead>
<tr>
<th>Term</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$9.56</td>
</tr>
<tr>
<td>2nd term</td>
<td>12.97</td>
</tr>
<tr>
<td>3rd term</td>
<td>14.35</td>
</tr>
<tr>
<td>4th term</td>
<td>15.62</td>
</tr>
<tr>
<td>MIJ 5th term</td>
<td>13.20</td>
</tr>
</tbody>
</table>

---

### Electrician

**JOB DESCRIPTION**

Electrician

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

<table>
<thead>
<tr>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Technician</td>
</tr>
</tbody>
</table>

Service and Maintenance on Alarm and Security Systems.

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

**SUPPLEMENTAL BENEFITS**

<table>
<thead>
<tr>
<th>Per hour:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyworker:</td>
</tr>
</tbody>
</table>

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 11, 12, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 12, 16, 25, 26) on HOLIDAY PAGE

---

### Electrician

**JOB DESCRIPTION**

Electrician

**DISTRICT** 8

**ENTIRE COUNTIES**

Westchester

**WAGES**

<table>
<thead>
<tr>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrician</td>
</tr>
<tr>
<td>H - Telephone</td>
</tr>
</tbody>
</table>

Electrical and Teledata work of limited scope, consisting of repairs and /or replacement of electrical and teledata equipment.
Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures. See Electrician/A Technician classification for all new installations of wiring, conduit, junction boxes and light fixtures.

SUPPLEMENTAL BENEFITS
(per hour worked)

07/01/2013

Journeyworker $13.20

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

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 16, 25) on HOLIDAY PAGE

Elevator Constructor

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

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

PARTIAL COUNTIES
Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford
Rockland: Only the Township of Stony Point.

WAGES
Per Hour

<table>
<thead>
<tr>
<th></th>
<th>07/01/2013</th>
<th>01/01/2014</th>
<th>01/01/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic</td>
<td>$50.68</td>
<td>$51.55</td>
<td>$52.51</td>
</tr>
<tr>
<td>Helper</td>
<td>70% of Mechanic Wage Rate</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' 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

<table>
<thead>
<tr>
<th></th>
<th>07/01/2013</th>
<th>01/01/2014</th>
<th>01/01/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman/Helper</td>
<td>$25.185*</td>
<td>$26.785*</td>
<td>$28.385*</td>
</tr>
</tbody>
</table>

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

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

OVERTIME PAY
See (D, O) on OVERTIME PAGE

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

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

REGISTERED APPRENTICES
Wages per hour

<table>
<thead>
<tr>
<th></th>
<th>0-6 mo</th>
<th>6-12 mo</th>
<th>2nd yr</th>
<th>3rd yr</th>
<th>4th yr</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>50 %</td>
<td>55 %</td>
<td>65 %</td>
<td>70 %</td>
<td>80 %</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

Same as Journeyman/Helper
Elevator Constructor

JOB DESCRIPTION
Elevator Constructor

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

PARTIAL COUNTIES
Rockland: Entire County except for the Township of Stony Point

WAGES
Per hour:

07/01/2013

Elevator Constructor $57.01
Modernization & Service/Repair $45.14

SUPPLEMENTAL BENEFITS
Per Hour:

**PECTENTAGES BASED ON YEARS OF EMPLOYMENT AS FOLLOWS BELOW:
4%-Up to 5 years
6%-6th year to 15 years
8%-15 years or more

07/01/2013

Elevator Constructor $28.03
plus**% of wage per hour

Modernization & Service/Repair $27.88
plus**% of wage per hour

OVERTIME PAY
Constructor. See ( D, O ) on OVERTIME PAGE.
Modern./Service See ( B, H ) on OVERTIME PAGE.

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

REGISTERED APPRENTICES
WAGES PER HOUR:

BASED ON PERCENTAGE OF JOURNEYMANS WAGE IN THE CLASSIFICATION WORKED
EITHER ELEVATOR CONSTRUCTOR OR MODERNIZATION, SERVICER/REPAIR

1 YEAR TERMS

<table>
<thead>
<tr>
<th>Term</th>
<th>1st Term</th>
<th>2nd Term</th>
<th>3rd Term</th>
<th>4th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td></td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS

07/01/2013

Elevator Constructor
1st Term $24.05
2nd Term $24.45
3rd Term $25.24
4th Term $26.04

Modernization & Service/Repair
1st Term $23.97
2nd Term $24.37
3rd Term $25.14
4th Term $25.92
Glazier 03/01/2014

JOB DESCRIPTION  Glazier

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

WAGES
Per hour: 07/01/2013  11/01/2013  05/01/2014

Glazier
$ 50.00  $ 50.50  $ 1.50***

$ .10 per hour for all regular hours worked

*Scaffolding
$ 50.00  $ 50.50  $ 1.50***

$1.10 per hour for all regular hours worked

*Includes swing scaffold, mechanical equipment, scissors jacks, man lifts, booms & buckets 24’ or more, but not pipe scaffolding.

Repair & Maintenance:

**Glazier
$ 26.50  $ 26.50  $ 26.60

Additional $ .10 per hour for all regular hours worked

**Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under $100,000.00.

***To be allocated.

SUPPLEMENTAL BENEFITS
Per hour paid: 07/01/2013  11/01/2013  05/01/2014

Journeyworker...
$ 25.34  $ 25.69  $ 25.69

Repair & Maintenance:
Glazier**
$ 15.64  $ 15.64  $ 16.14

OVERTIME PAY

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

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

** For Repair & Maintenance see (B, F, P) on overtime page.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
The Following are paid holidays for the Repair & Maintenance Class:
New Years day, Presidents day, Memorial day, Independents day, Labor day, Thanksgiving day, Day after Thanksgiving, and Christmas day.

REGISTERED APPRENTICES

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

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2013</th>
<th>11/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$ 16.95</td>
<td>$ 16.95</td>
</tr>
<tr>
<td>2nd term</td>
<td>$ 24.99</td>
<td>$ 25.29</td>
</tr>
<tr>
<td>3rd term</td>
<td>$ 30.00</td>
<td>$ 30.35</td>
</tr>
<tr>
<td>4th term</td>
<td>$ 40.05</td>
<td>$ 40.45</td>
</tr>
</tbody>
</table>
Supplemental Benefits:
(Per hour worked)
1st term $ 12.07 $ 12.07
2nd term $ 17.28 $ 17.46
3rd term $ 17.28 $ 19.10
4th term $ 22.12 $ 22.40

Insulator - Heat & Frost

JOB DESCRIPTION Insulator - Heat & Frost

ENTIRE COUNTIES Dutchess, Orange, Putnam, Rockland, Westchester

WAGES
Per hour: 07/01/2013
Insulator $ 46.90

Fire Stop Work* $ 24.48

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

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

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

SUPPLEMENTAL BENEFITS
(per hour paid)
Journeyworker $ 30.42
Fire Stop Work: Journeyworker $ 15.52

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

HOLIDAY
HOLIDAY:
Paid: See (1) on HOLIDAY PAGE.
Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.
*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES
(1) year terms.
MEMBERS PRIOR TO MAY 28, 2012
1st 2nd 3rd 4th
$ 22.80 $ 24.70 $ 33.45 $ 37.93

MEMBERS INDENTURED AFTER MAY 28, 2012
1st 2nd 3rd 4th
$ 20.00 $ 24.48 $ 33.45 $ 37.93

Supplemental Benefits paid per hour paid:
Apprentices:
1st term $ 12.53
2nd term 15.52
3rd term 21.45
4th term 24.47

Ironworker

JOB DESCRIPTION Ironworker

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

Page 42
PARTIAL COUNTIES
Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES
Per hour: 07/01/2013 07/01/2014

Reinforcing & Metal Lathing $50.73 Additional $2.00*

*To be allocated at a future date

SUPPLEMENTAL BENEFITS
Per hour paid:

Reinforcing & Metal Lathing $31.08

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following wage rates:

Wages Per Hour:

Apprentices Registered BEFORE 6/29/2011

<table>
<thead>
<tr>
<th>Term</th>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reinforcing</td>
<td>$28.11</td>
<td>$32.71</td>
<td>$37.77</td>
</tr>
</tbody>
</table>

Apprentices Registered On or AFTER 6/29/2011

<table>
<thead>
<tr>
<th>Term</th>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reinforcing</td>
<td>$17.71</td>
<td>$22.81</td>
<td>$27.91</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS

Per Hour:

Apprentices Registered BEFORE 6/29/2011

<table>
<thead>
<tr>
<th>Term</th>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reinforcing</td>
<td>$23.02</td>
<td>$24.67</td>
<td>$25.82</td>
</tr>
</tbody>
</table>

Apprentices Registered On or AFTER 6/29/2011

<table>
<thead>
<tr>
<th>Term</th>
<th>1st term</th>
<th>2nd term</th>
<th>3rd term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reinforcing</td>
<td>$20.08</td>
<td>$20.08</td>
<td>$20.08</td>
</tr>
</tbody>
</table>

JOB DESCRIPTION Ironworker

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

WAGES
Per hour: 07/01/2013

Ornamental $41.00
Chain Link Fence $41.00
Guide Rail Installation $41.00

SUPPLEMENTAL BENEFITS
Per hour paid:

07/01/2013

Page 43
Journeyworker: $40.07

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

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

**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

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

REGISTERED APPRENTICES
1st term represents first 1-4 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage.

APPRENTICES: Employed Prior to 8/01/2008
1st 2nd 3rd 4th 5th 6th
60% 65% 70% 80% 85% 95%

APPRENTICES: Employed After 8/01/2008
1st 2nd 3rd 4th 5th 6th
50% 50% 55% 60% 70% 80%

Supplemental Benefits per hour paid:

07/01/2013

APPRENTICES:
1st Term $31.75
2nd Term 31.75
3rd Term 32.58
4th Term 33.41
5th Term 35.08
6th Term 36.74

JOB DESCRIPTION Ironworker

DISTRICT 9

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

WAGES
Per Hour: 07/01/2013

IRONWORKER:
Ironworker Rigger $51.75
Ironworker Stone Derrickman $51.75

SUPPLEMENTAL BENEFITS
Ironworker $37.28

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

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

**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 10, *24, 25) on HOLIDAY PAGE

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

REGISTERED APPRENTICES
Wage per hour:

(1/2) year terms at the following hourly wage rate:
JOB DESCRIPTION  Ironworker

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

WAGES
PER HOUR:

<table>
<thead>
<tr>
<th>Date</th>
<th>Ironworker:</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2013</td>
<td>Structural: $46.75</td>
</tr>
<tr>
<td></td>
<td>*additional $2.45/Hr</td>
</tr>
<tr>
<td></td>
<td>Bridges: $2.45/Hr</td>
</tr>
</tbody>
</table>

*To be allocated to Wages or Benefits.

SUPPLEMENTAL BENEFITS
PER HOUR:

<table>
<thead>
<tr>
<th></th>
<th>Journeyman</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$62.95</td>
</tr>
</tbody>
</table>

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

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

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES PER HOUR:

6 month terms at the following rate:

<table>
<thead>
<tr>
<th>Term</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$24.48</td>
</tr>
<tr>
<td></td>
<td>*additional $2.45/Hr for all Terms</td>
</tr>
<tr>
<td>2nd Term</td>
<td>$25.08</td>
</tr>
<tr>
<td>3rd - 6th Term</td>
<td>$25.68</td>
</tr>
</tbody>
</table>

*To be allocated to Wages or Benefits

Supplemental Benefits
PER HOUR:

ALL TERMS $44.64
**Laborer - Building**

**JOB DESCRIPTION**  Laborer - Building

**DISTRICT**  8

**ENTIRE COUNTIES**  Putnam, Westchester

**WAGES**

07/01/2013

| Laborer | $34.85 |
| Laborer-Asbestos & Hazardous Materials Removal | $36.50* |

*Abatement/Removal of lead based or lead containing paint on materials to be repainted is classified as Painter.

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

**SUPPLEMENTAL BENEFITS**

( per hour worked )

Journeyworker $22.15

**OVERTIME PAY**

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

(Laborer Only)

(Hourly) terms at the following wage.

<table>
<thead>
<tr>
<th>Level A</th>
<th>Level B</th>
<th>Level C</th>
<th>Level D</th>
<th>Level E</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1000</td>
<td>1001-2000</td>
<td>2001-3000</td>
<td>3001-4000</td>
<td>4001+</td>
</tr>
<tr>
<td>$20.30</td>
<td>$24.00</td>
<td>$27.11</td>
<td>$32.40</td>
<td>$34.85</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

Apprentices

| Level A | $10.90 |
| Level B | 12.97 |
| Level C | 15.60 |
| Level D | 16.10 |
| Level E | 22.15 |

8-235/B

**Laborer - Heavy&Highway**

**JOB DESCRIPTION**  Laborer - Heavy&Highway

**DISTRICT**  8

**ENTIRE COUNTIES**  Putnam, Westchester

**WAGES**

---

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

---

**GROUP I**: Blaster and Quarry Master

**GROUP II**: Burner, Drillers (jumbo, joy, wagon, air track, hydraulic), Curbs/Asphalt Screedman/Raker.

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


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

GROUP VII: Blaster (WRECKING)

WAGES: (per hour) 07/01/2013

GROUP I $ 36.65
GROUP II 35.30
GROUP III 34.90
GROUP IV 34.55
GROUP V 34.20
GROUP VIA 36.20
GROUP VII 36.75
Gas Mechanic 41.65
Bar Person, Burner 35.35
Bar Person Helper 35.15
Flagperson 27.85

SHIFT WORK: A shift premium will be paid on Public Work contracts for off-shift or irregular shift work when mandated by the NYS D.O.T. or other Governmental Agency contracts. Employees shall receive an additional 15% per hour above current rate for all regular and irregular shift work. Premium pay shall not include the 15% per hour differential.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker:
First 40 Hours
Per Hour Paid $ 19.45
Over 40 Hours
Per Hour Worked 14.75

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

HOLIDAY
Paid: See (5, 6, 9, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 12, 16, 25) on HOLIDAY PAGE
NOTE: For 'Holiday Paid: 5,6,9,12,16,25'
For 'Holiday Overtime: 5,6' Code 'S' applies
For 'Holiday Overtime: 9,12,16,25' Code 'R' applies

REGISTERED APPRENTICES
Hourly terms at the following percentage of Group V wages.

<table>
<thead>
<tr>
<th>Hours</th>
<th>Group I</th>
<th>Group II</th>
<th>Group III</th>
<th>Group IV</th>
<th>Group V</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-499</td>
<td>55%</td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
<td>85%</td>
</tr>
<tr>
<td>500-1000</td>
<td>50%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td>90%</td>
</tr>
<tr>
<td>1001-2000</td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
<td>85%</td>
<td>95%</td>
</tr>
<tr>
<td>2001-3000</td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
<td>85%</td>
<td>95%</td>
</tr>
<tr>
<td>3001-4000</td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
<td>85%</td>
<td>95%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:
Apprentice
1st term None
2nd term $ 2.85
3rd term 3.65
4th term 4.85
5th term 5.60

8-60H/H
JOB DESCRIPTION Laborer - Tunnel

ENTIRE COUNTIES Putnam, Westchester

WAGES FREE AIR

GROUP 1: Blaster
GROUP 2: Concrete Setters and Form Setters.
GROUP 4: Puddlers.
GROUP 5: Chuck Tenders, Nippers, Concrete Laborers, Tunnel, Sewer & Water Pipe Reliners, Boring.
GROUP 6: Laborers.
GROUP 7: Powder Carriers, Signalmen.
GROUP 8: Brakemen.
GROUP 9: Outside Laborers.
GROUP 10: Powder Watchmen.

WAGES:(per hour) 07/01/2013

GROUP 1 $ 41.32
GROUP 2 40.07
GROUP 3 39.57
GROUP 4 39.07
GROUP 5 38.82
GROUP 6 38.42
GROUP 7 38.22
GROUP 8 38.07
GROUP 9 37.92
GROUP 10 37.82

SHIFT PAY: Employees working on a second and third shift shall be paid an additional $3.00 per hour. Premium pay shall not include the $3.00 per hour differential. The shift premium will be paid on Public Work contracts when mandated by the NYSDOT or other Governmental Agency contracts. The shift premium will be paid on all other projects.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker:
First 40 Hours Per Hour Paid $ 19.45
Over 40 Hours- Per Hour Worked 14.75

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

HOLIDAY
Paid: See (5, 6, 9, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 12, 16, 25) on HOLIDAY PAGE
NOTE: For 'Holiday Paid: 5,6,9,12,16,25'
For 'Holiday Overtime: 5,6' Code 'S' applies
For 'Holiday Overtime: 9,12,16,25' Code 'R' applies

REGISTERED APPRENTICES
Hourly terms at the following percentage of Group 5 wages.

<table>
<thead>
<tr>
<th>Range</th>
<th>1-499</th>
<th>500-1000</th>
<th>1001-2000</th>
<th>2001-3000</th>
<th>3001-4000</th>
</tr>
</thead>
<tbody>
<tr>
<td>55%</td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
<td>85%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:
Apprentice:
1st term none
2nd term $ 2.85
3rd term 3.85
4th term 4.85
5th term 5.60
JOB DESCRIPTION: Lineman Electrician

ENTIRE COUNTIES: Westchester

DISTRICT: 6

WAGES

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

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

Per hour:

<table>
<thead>
<tr>
<th>Date</th>
<th>Lineman, Tech, Welder</th>
<th>Crane, Crawler Backhoe</th>
<th>Cable Splicer-Pipe Type</th>
<th>Digging Mach Operator</th>
<th>Cert. Welder-Pipe Type</th>
<th>Tractor Trailer Driver</th>
<th>Groundman, Truck Driver</th>
<th>Mechanic 1st Class</th>
<th>Flagman</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2013</td>
<td>$46.62</td>
<td>46.62</td>
<td>51.28</td>
<td>41.96</td>
<td>48.95</td>
<td>39.63</td>
<td>37.30</td>
<td>27.97</td>
<td></td>
</tr>
<tr>
<td>05/05/2014</td>
<td>$48.02</td>
<td>48.02</td>
<td>52.82</td>
<td>43.22</td>
<td>50.42</td>
<td>40.82</td>
<td>38.42</td>
<td>28.81</td>
<td></td>
</tr>
<tr>
<td>05/04/2015</td>
<td>$49.41</td>
<td></td>
<td>54.35</td>
<td>44.47</td>
<td>51.88</td>
<td></td>
<td>39.53</td>
<td>29.65</td>
<td></td>
</tr>
<tr>
<td>05/02/2016</td>
<td>$2.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*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:

<table>
<thead>
<tr>
<th></th>
<th>$ 19.00</th>
<th>$19.75</th>
<th>$20.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>$19.00</td>
<td>*plus 7.5% of hourly wage</td>
<td>*plus 7.5% of hourly wage</td>
<td>*plus 7.5% of hourly wage</td>
</tr>
</tbody>
</table>

The 7.5% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

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

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

<table>
<thead>
<tr>
<th>Shift</th>
<th>Hours</th>
<th>Pay Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1ST SHIFT</td>
<td>8:00 AM TO 4:30 PM REGULAR RATE</td>
<td></td>
</tr>
<tr>
<td>2ND SHIFT</td>
<td>4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%</td>
<td></td>
</tr>
<tr>
<td>3RD SHIFT</td>
<td>12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%</td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
</tr>
</thead>
<tbody>
<tr>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS: Same as Journeyman

Lineman Electrician - Teledata

03/01/2014
JOB DESCRIPTION  Lineman Electrician - Teledata  

ENTIRE COUNTIES  

WAGES  
Per hour:

FOR OUTSIDE WORK.

<table>
<thead>
<tr>
<th></th>
<th>07/01/2013</th>
<th>01/01/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable Splicer</td>
<td>$28.55</td>
<td>$29.12</td>
</tr>
<tr>
<td>Installer, Repairman</td>
<td>27.10</td>
<td>27.64</td>
</tr>
<tr>
<td>Teledata Lineman</td>
<td>27.10</td>
<td>27.64</td>
</tr>
<tr>
<td>Technician, Equipment Operator</td>
<td>27.10</td>
<td>27.64</td>
</tr>
<tr>
<td>Groundman</td>
<td>14.37</td>
<td>14.66</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th></th>
<th>$ 4.43</th>
<th>$ 4.43</th>
</tr>
</thead>
<tbody>
<tr>
<td>*plus 3% of wage paid</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*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

JOB DESCRIPTION  Lineman Electrician - Traffic Signal Lighting  

ENTIRE COUNTIES  
Westchester

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 groundman/truck driver may install conduit, pipe, cables and equipment.

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

Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2013</th>
<th>05/05/2014</th>
<th>05/04/2015</th>
<th>05/02/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lineman, Technician</td>
<td>$44.12</td>
<td>$45.04</td>
<td>$45.97</td>
<td>$2.00</td>
</tr>
<tr>
<td>Crane, Crawler Backhoe</td>
<td>44.12</td>
<td>45.04</td>
<td>45.97</td>
<td>2.00</td>
</tr>
<tr>
<td>Certified Welder</td>
<td>46.33</td>
<td>47.29</td>
<td>48.27</td>
<td>2.00</td>
</tr>
<tr>
<td>Digging Machine</td>
<td>39.71</td>
<td>40.54</td>
<td>41.37</td>
<td>2.00</td>
</tr>
<tr>
<td>Tractor Trailer Driver</td>
<td>37.50</td>
<td>38.28</td>
<td>39.07</td>
<td>2.00</td>
</tr>
<tr>
<td>Groundman Truck Driver</td>
<td>35.30</td>
<td>36.03</td>
<td>36.78</td>
<td>2.00</td>
</tr>
<tr>
<td>Mechanic 1st Class</td>
<td>35.30</td>
<td>36.03</td>
<td>36.78</td>
<td>2.00</td>
</tr>
<tr>
<td>Flagman</td>
<td>26.47</td>
<td>27.02</td>
<td>27.58</td>
<td>2.00</td>
</tr>
</tbody>
</table>
*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:

<table>
<thead>
<tr>
<th>Classification</th>
<th>$19.00</th>
<th>$19.75</th>
<th>$20.50</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>*plus 7.5% of&lt;br&gt;hourly wage</td>
<td>*plus 7.5% of&lt;br&gt;hourly wage</td>
<td>*plus 7.5% of&lt;br&gt;hourly wage</td>
</tr>
</tbody>
</table>

*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 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:

<table>
<thead>
<tr>
<th>Shift</th>
<th>Time Period</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1ST SHIFT</td>
<td>8:00 AM TO 4:30 PM</td>
<td>REGULAR RATE</td>
</tr>
<tr>
<td>2ND SHIFT</td>
<td>4:30 PM TO 1:00 AM</td>
<td>REGULAR RATE PLUS 17.3%</td>
</tr>
<tr>
<td>3RD SHIFT</td>
<td>12:30 AM TO 9:00 AM</td>
<td>REGULAR RATE PLUS 31.4%</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
</tr>
</thead>
<tbody>
<tr>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS: Same as Journeyman

JOB DESCRIPTION Mason - Building
DISTRICT 9
ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2013
Building: Tile Finisher $ 40.09

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

Page 51
* APPLIES TO WORK ON SATURDAYS BEYOND 10 HOURS

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

Mason - Building

JOB DESCRIPTION  Mason - Building
DISTRICT  9

ENTIRE COUNTIES
Westchester

PARTIAL COUNTIES
Bronx: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
Kings: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
New York: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
Queens: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
Richmond: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.

WAGES
Wages: 07/01/2013
Building: Marble Cutters&Setters $ 53.00 plus $ 2.60*

* To be allocated at a future date

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker $ 27.33

OVERTIME PAY
See (A, *E, O, Q, V) on OVERTIME PAGE
* Work beyond 7 hours on Saturday shall be paid at double the hourly wage rate.
** When an observed holiday falls on a Sunday, it will be observed the next day.

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

REGISTERED APPRENTICES
Wage Per Hour:

750 hour terms at the following wage.

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-</td>
<td>$26.47</td>
<td>$29.11</td>
<td>$31.77</td>
<td>$34.41</td>
<td>$37.17</td>
<td>$39.70</td>
<td>$44.99</td>
<td>$50.29</td>
</tr>
<tr>
<td>750</td>
<td>$29.11</td>
<td>$31.77</td>
<td>$34.41</td>
<td>$37.17</td>
<td>$39.70</td>
<td>$44.99</td>
<td>$50.29</td>
<td>$50.29</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour paid at the following term:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$21.02</td>
<td>$21.61</td>
<td>$22.20</td>
<td>$22.79</td>
<td>$23.38</td>
<td>$23.98</td>
<td>$25.16</td>
<td>$26.34</td>
<td></td>
</tr>
</tbody>
</table>

Mason - Building

JOB DESCRIPTION  Mason - Building
DISTRICT  9

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

WAGES
Per hour: 07/01/2013

Building-Marble Restoration:
Marble, Stone & Terrazzo Polisher, etc $ 38.01
SUPPLEMENTAL BENEFITS
Per Hour Paid:

Journeyworker:
Building-Marble Restoration:
Marble, Stone & Polisher $ 21.92

OVERTIME PAY
See (A, E, Q, V) on OVERTIME PAGE
ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES
WAGES per hour:
(900 hour)terms at the following wages:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0-900</td>
<td>901-1800</td>
<td>1801-2700</td>
<td>over 2700</td>
</tr>
<tr>
<td>07/01/2013</td>
<td>$ 26.57</td>
<td>$ 30.37</td>
<td>$34.15</td>
<td>$ 37.96</td>
</tr>
</tbody>
</table>

Supplemental Benefits Per Hour:

$ 20.05 $ 20.67 $ 21.30 $ 21.92
9-7/24-MP

Mason - Building 03/01/2014

JOB DESCRIPTION Mason - Building

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

WAGES
Per hour: 07/01/2013
Building:
Tile Setters $ 50.90

SUPPLEMENTAL BENEFITS
Journeyworker:

Per Hour:
Tile Setters $ 21.25* plus $ 7.71

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

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

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

REGISTERED APPRENTICES
Wage per hour:

Tile Setters:
(750 hr) terms at the following wage rate:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1-750</td>
<td>1501-</td>
<td>2251-</td>
<td>3001-</td>
<td>3751-</td>
<td>4501-</td>
<td>5251-</td>
<td>6001-</td>
<td>6750</td>
</tr>
<tr>
<td></td>
<td>1500</td>
<td>2250</td>
<td>3000</td>
<td>3750</td>
<td>4500</td>
<td>5250</td>
<td>6000</td>
<td>6750</td>
<td></td>
</tr>
</tbody>
</table>
Supplemental Benefits per hour:

1st term  $ 13.10* plus $0.52  6th term  $ 15.60* plus $4.95
2nd term  $ 14.10* plus $0.54  7th term  $ 17.75* plus $5.01
3rd term  $ 14.10* plus $0.54  8th term  $ 20.02* plus $5.45
4th term  $ 16.00* plus $0.86  9th term  $ 21.25* plus $7.71
5th term  $ 17.10* plus $0.91

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

9-7/52

Mason - Building  03/01/2014

JOB DESCRIPTION  Mason - Building

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

WAGES
Building:
Per Hour:  07/01/2013
Mosaic & Terrazzo Mechanic  $ 45.73 plus $ 2.50*
Mosaic & Terrazzo Finisher  $ 44.16 plus $ 2.45*

*May be allocated between wages and benefits

SUPPLEMENTAL BENEFITS
Journeyworker:
Mechanic  $ 19.40* plus $10.25
Finisher  $ 19.40* plus $10.25

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

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

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

REGISTERED APPRENTICES
Wage per hour:
(750 Hour) terms at the following wage rate.

07/01/2013

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-</td>
<td>751-</td>
<td>1500-</td>
<td>2251-</td>
<td>3001-</td>
<td>3751-</td>
<td>4501-</td>
<td>5251-</td>
</tr>
<tr>
<td>750</td>
<td>1500</td>
<td>2250</td>
<td>3000</td>
<td>3750</td>
<td>4500</td>
<td>5250</td>
<td>6000</td>
</tr>
<tr>
<td>$22.74</td>
<td>$25.11</td>
<td>$27.41</td>
<td>$29.68</td>
<td>$31.98</td>
<td>$34.25</td>
<td>$38.81</td>
<td>$43.38</td>
</tr>
</tbody>
</table>

Supplemental benefits per worked.
(750 hour) terms as shown above.

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
</tr>
</thead>
<tbody>
<tr>
<td>+5.13</td>
<td>+5.64</td>
<td>+6.15</td>
<td>+6.66</td>
<td>+7.18</td>
<td>+7.69</td>
<td>+8.71</td>
<td>+9.74</td>
<td>+10.25</td>
</tr>
</tbody>
</table>

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

9-7/3

Mason - Building  03/01/2014
JOB DESCRIPTION Mason - Building

ENTIRE COUNTIES
Putnam, Rockland, Westchester

PARTIAL COUNTIES
Orange: Only the Township of Tuxedo.

WAGES
Per hour:

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bricklayer</td>
<td>$38.36</td>
</tr>
<tr>
<td>Cement Mason Bldg</td>
<td>38.36</td>
</tr>
<tr>
<td>Plasterer/Stone Mason</td>
<td>38.36</td>
</tr>
<tr>
<td>Pointer/Caulker</td>
<td>38.36</td>
</tr>
</tbody>
</table>

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

SHIFT DIFFERENTIAL: When shift work is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply.

Second shift an additional 15% of wage plus benefits to be paid
Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyman $28.68

OVERTIME PAY

Cement Mason See (D, E2, O) on OVERTIME PAGE.
All Others See (B, E, E2, Q) on OVERTIME PAGE.

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

REGISTERED APPRENTICES
Wages per hour:

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

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour paid

750 hour terms at the following percentage of journeyman supplements

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
</tr>
</tbody>
</table>

Apprentices indentured before September 1, 2009 receive full journeyman benefits

Mason - Building 03/01/2014

JOB DESCRIPTION Mason - Building

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

WAGES
Per hour: 07/01/2013

Marble, Stone, etc. Finishers $19.95 plus $1.00

SUPPLEMENTAL BENEFITS
Journeyworker: Per Hour:
Marble, Stone, etc
Finisher $ 11.06

OVERTIME PAY
See (A, E, Q, V) on OVERTIME PAGE
Double hourly rate after 7 hours on Saturday

HOLIDAY
Paid: See (*5, 6, 11, 15) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES per hour:
(750 hour)terms at the
following wages: 07/01/2013

<table>
<thead>
<tr>
<th>Term</th>
<th>Hours</th>
<th>Wages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>0-750</td>
<td>$ 14.32</td>
</tr>
<tr>
<td>2nd term</td>
<td>750-1500</td>
<td>15.14</td>
</tr>
<tr>
<td>3rd term</td>
<td>1501-2250</td>
<td>15.94</td>
</tr>
<tr>
<td>4th term</td>
<td>2251-3000</td>
<td>16.77</td>
</tr>
<tr>
<td>5th term</td>
<td>3001-3750</td>
<td>17.99</td>
</tr>
<tr>
<td>6th term</td>
<td>3751-4500</td>
<td>19.62</td>
</tr>
</tbody>
</table>

* May be allocated between wages and benefits

Supplemental Benefits:
Per hour paid

<table>
<thead>
<tr>
<th>Term</th>
<th>Wages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$ 10.79</td>
</tr>
<tr>
<td>2nd term</td>
<td>10.80</td>
</tr>
<tr>
<td>3rd term</td>
<td>10.81</td>
</tr>
<tr>
<td>4th term</td>
<td>10.82</td>
</tr>
<tr>
<td>5th term</td>
<td>10.83</td>
</tr>
<tr>
<td>6th term</td>
<td>10.86</td>
</tr>
</tbody>
</table>

9-7/24M-MF

Mason - Building / Heavy&Highway 03/01/2014

JOB DESCRIPTION Mason - Building / Heavy&Highway

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

WAGES
Per hour: 07/01/2013

Marble-Finisher $ 43.72

SUPPLEMENTAL BENEFITS
Journeyworker:
per hour paid

Marble- Finisher $ 27.51

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

HOLIDAY
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
* Work beyond 7 hours on a Saturday shall be paid at double the rate.
** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Heavy&Highway 03/01/2014

JOB DESCRIPTION Mason - Heavy&Highway

ENTIRE COUNTIES
Putnam, Rockland, Westchester

PARTIAL COUNTIES
Orange: Only the Township of Tuxedo.

WAGES
Per hour:

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bricklayer</td>
<td>$38.86</td>
</tr>
<tr>
<td>Cement Mason</td>
<td>38.86</td>
</tr>
<tr>
<td>Marble/Stone Mason</td>
<td>38.86</td>
</tr>
<tr>
<td>Plasterer</td>
<td>38.86</td>
</tr>
<tr>
<td>Pointer/Caulker</td>
<td>38.86</td>
</tr>
</tbody>
</table>

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

SHIFT DIFFERENTIAL: When shift work is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply.

Second shift an additional 15% of wage plus benefits to be paid
Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS
Per hour paid:

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$28.68</td>
</tr>
</tbody>
</table>

OVERTIME PAY
See (B, O) on OVERTIME PAGE

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

REGISTERED APPRENTICES
Wages per hour:

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

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour paid

750 hour terms at the following percentage of journeyman supplements

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
</tr>
</tbody>
</table>

Apprentices indentured before September 1, 2009 receive full journeyman benefits

Operating Engineer - Building

<table>
<thead>
<tr>
<th>JOB DESCRIPTION</th>
<th>Operating Engineer - Building</th>
<th>DISTRICT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Putnam, Westchester</td>
<td></td>
<td>8</td>
</tr>
</tbody>
</table>

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

WAGES

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

Cranes (All types 50-99 tons), Conventional and Hydraulic.
Cranes (All types 100 tons and over), Tower, Climbing, Conventional, Hydraulic.

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

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

GROUP II: Bulldozer D6 and Under, Compactor Self-Propelled, Grader, Machines Pulling Sheep's Foot Roller, Roller 4 ton and over, Scrapers-20 yards Struck and Under, Vibratory Rollers, etc.

GROUP III-A: Asphalt Plant, Boiler (High Pressure), Concrete Mixing Plants, Concrete Pump, Fireman, Forklift, Forklift (Electric) Joy Drill or similar Tractor Drilling Machine, Loader-1 1/2 yards and under, Locomotive (All Sizes), MixerConcrete-21E and over, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Quarry Master, StoneCrusher, Well Drilling Machine, Well Point System, Concrete Buggy, One Yard and Up Ride on Dumper, Benford or Similar, Bobcat.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine Regardless of Size, Compressor Plant, Ladder Hoist, Lighting Unit (Portable & Generator), Stud Machine, Welding Machine (Steel Erection & Excavation).


GROUP IV-B: Compressor to 125 feet, Dust Collector, Heater all types, Pump, Pump Station (Water and Sewer), Steam Jenny, Sweeper, Chipper, Mulcher.

GROUP V-A: Concrete Saw, Oiler Fuel Truck, Oiler Grease Truck.

GROUP V-B: Mechanics Helper, Oiler, Stock Attendant, Paint Compressor, Welder's Helper, Motorized Roller (walk behind).


GROUP VI-B: Utility Man, Warehouse Man, Second Engineer, Cable Splicer.

WAGES: (per hour)

<table>
<thead>
<tr>
<th>GROUP I</th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cranes- up to 100 tons</td>
<td>$ 56.33</td>
</tr>
<tr>
<td>Cranes- 100 tons and over</td>
<td>63.76</td>
</tr>
<tr>
<td>GROUP I-A</td>
<td>49.17</td>
</tr>
</tbody>
</table>
GROUP I-B 45.22
GROUP II 47.40
GROUP III-A 45.62
GROUP III-B 43.37
GROUP IV-A 45.15
GROUP IV-B 37.99
GROUP V-A 43.37
GROUP V-B 41.05
GROUP VI-A
Helicopter Hoist Oper 50.03
Helicopter Pilot 57.14
Helicopter Signal Man 44.69
Welder Certified 48.25
GROUP VI-B
Utility Man 38.89
Warehouse Man 40.82
Second Engineer 40.90
Cable Splicer 44.84

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

SUPPLEMENTAL BENEFITS
Per hour:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate (07/01/2013)</th>
<th>Rate (07/01/2014)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyworker</td>
<td>$18.93</td>
<td></td>
</tr>
<tr>
<td></td>
<td>+$8.02</td>
<td></td>
</tr>
</tbody>
</table>

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

HOLIDAY
HOLIDAY:
Paid: See (5, 6, 10, 11, 12, 15) on HOLIDAY PAGE.
Overtime: See (5, 6, 10, 11, 12, 15) on HOLIDAY PAGE.
* Note: For Holiday codes 5 & 6, code T applies.
  Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

Operating Engineer - Building

JOB DESCRIPTION   Operating Engineer - Building

DISTRICT 9

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

PARTIAL COUNTIES
Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES
NOTE: Construction surveying
Party chief--One who directs a survey party
Instrument Man--One who runs the instrument and assists Party Chief.
Rodman--One who holds the rod and assists the Survey Crew

Wages: (Per Hour)

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate (07/01/2013)</th>
<th>Rate (07/01/2014)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Constr:</td>
<td>$57.27</td>
<td></td>
</tr>
<tr>
<td>Party Chief</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instrument Man</td>
<td>$44.48</td>
<td></td>
</tr>
<tr>
<td>Rodman</td>
<td>$28.71</td>
<td></td>
</tr>
</tbody>
</table>
Steel Erection:
Party Chief $58.50
Instrument Man $45.53
Rodman $30.43

Heavy Construction-NYC counties only:
Foundation, Excavation.
Party Chief $62.61
Instrument Man $46.00
Rodman $38.81

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2013

All Classifications $ 30.62
Premium* All Categories $ 42.74
Premium** All Classes $ 54.84

*Apply to instances where 1-1/2 regular rate are paid
**Applies to instances where 2 times the regular rate are paid

OVERTIME PAY
See (A, B, E, Q) on OVERTIME PAGE
Notes:
Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.
Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY
Paid: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 25) on HOLIDAY PAGE

Operating Engineer - Heavy&Highway 03/01/2014

JOB DESCRIPTION Operating Engineer - Heavy&Highway

ENTIRE COUNTIES
Putnam, Westchester

PARTIAL COUNTIES
Dutchess: South of the North city line of Poughkeepsie

WAGES
Party Chief - One who directs a survey party
Instrument Man - One who runs the instrument and assists Party Chief
Rodman - One who holds the rod and in general, assists the Survey Crew
Catorgories cover GPS & Underground Suveying

Per Hour: 07/01/2013
Party Chief $ 60.29
Instrument Man 44.16
Rodman 36.93

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2013

All Catorgories
Straight Time: $ 30.62
Premium:
Time & 1/2 $ 42.74
Operating Engineer - Heavy&Highway

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

**ENTIRE COUNTIES**
Putnam, Westchester

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

**WAGES**
GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck), Dragline, Rough Terrain Crane.

GROUP I-A: Auger, Auto Grader, Dynahoe and Dual purpose and similar machines, Barber Green Loader-Euclid Loader or similar type machine, boat captain, boring machine(all types), Bulldozer-All Sizes, Central Mix Plant Operator, Cherry Picker(Cableway)-Hydraulic, chipper (all types), close circuit t.v., Compactor with Blade,Concrete Portable Hoist, C.M.I. or similar, Convoy or Similar Mucking Machines, Graddall, Shovel Backhoe, etc. Grader, Derrick (Similar-Type) Elevator & Cage, Front End Loaders over 1 1/2yds Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit, Hoist Engineer Concrete(Crane-Derrick-Mine Hoist), Hoist Engineer-Material, Hydraulic Boom, Letourneau or Tounapull (Scraper over 20 yds struck), Mucking Machines, Overhead Crane, Paver (concrete) Pulsemeter. Push Button (Buss Box) Elevator, Road Mix Machines, Ross Carrier and similar, Shovels (Tunnels), SideBoom, Spreader (asphalt), Scoopmobile-Tractor-Shovel over 1 1/2 yards, Trenching Machines, Telephies-Vermeer Concrete Saw Trencher and/or Similar, Tractor type Demolition Equipment, Whirly,P-811 Track Renewal Machine-Similar, certified Welder, Excavator (and all attachments).

GROUP I-B: Road Paver-Asphalt.

GROUP II-A: Balast regulators, Compactor Self Propelled, Cow Tracks, Fusion Machine, Rail Anchor Machines, Scrapers-20 yds truck and under, Switchtampers, Vibrator Roller, etc., Roller 4 ton and over, Welder.

GROUP II-B: Mechanic-All Types.


GROUP IV-A: Service Man (Fuel Truck), Service Man (Grease Truck).

GROUP IV-B: Compressor-Compressor Plant-Paint Compressor-Steel Erection, ConveyorBelt Machine, Lighting Unit (Portable & Generator), Pilot/Assistant Engineer/2 seated, Pumps-Pump Station-Water-Sewer-Gypsum-Plaster, etc., Pump Truck(Sewer Jet or Similar), Roller-Motorized (Walk Behind), Welding Machine Steel Erection Excavation), Well Point System, Welder's Helper, Mechanic's Helper, Bending Machine, Dust Collector, Mixer Concrete under 21-E, Heater all types, Steam Jenny, Stock Room Attendant, Siphon Pump-Air-Steam, Tar Joint Machine, Vibrator (1 to 5), Compressor Truck mounted (2-6).

GROUP V-A: Engineer-All Tower Cranes-All Climbing Cranes and all cranes of 100 ton capacity or greater(3900 Manitowac or similar), Hoist Engineer(Steel), Engineer-Pile Driver, Welder-Certified, Jersey Spreader, Pavement Breaker(Air Ram), Post Hole Digger.

**WAGES: (per hour)**

<table>
<thead>
<tr>
<th>Group</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group I</td>
<td>$53.38</td>
</tr>
<tr>
<td>Group I-A</td>
<td>47.17</td>
</tr>
</tbody>
</table>
Group I-B 49.65
Group II-A 45.21
Group II-B 46.60
Group III 44.44
Group IV-A 40.48
Group IV-B 34.89
Group V-A
Engineer All Tower, Climbing and Cranes of 100 Tons 60.34
Hoist Engineer (Steel) 54.73
Engineer (Pile Driver) 58.30
Jersey Spreader, Pavement Breaker. (Air Ram) Post Hole Digger 46.24

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

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

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

NOTE - In order to use the '4 Day/10 Hour Work 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)
Journeyman: 07/01/2013
$16.80 on all hours paid
PLUS $8.00 limited to first 40 hours worked.
PLUS $1.00 per hour on all hours worked.

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

HOLIDAY
HOLIDAY: Paid........ See (5, 6, 9, 12, 16, 25) on HOLDIAY PAGE.

* Note: For Holiday codes 5 & 6, code U applies.
Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

REGISTERED APPRENTICES
(1) year terms at the following rate.
07/01/2013
1st term $22.22
2nd term 26.66
3rd term 31.11
4th term 35.55

Supplemental Benefits per hour:
Apprentices: 07/01/2013
$16.80 on all
Operating Engineer - Heavy & Highway - Tunnel

**DEPARTMENT**

Operating Engineer - Heavy & Highway - Tunnel

**DISTRICT**

8

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

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

**WAGES**

<table>
<thead>
<tr>
<th>GROUP</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Auger, Auto Grader, Dynahoe &amp; Dual purpose &amp; similar machines, Barber Green Loader-Euclid Loader or similar type machine, Boom Truck, Cherry Picker, Clamshell, Crane(Crawler, Truck), Dragline, Rough Terrain Crane.</td>
</tr>
<tr>
<td>I-A</td>
<td>Road Paver(Asphalt).</td>
</tr>
<tr>
<td>II-A</td>
<td>Balast Regulators, Compactor Self-propelled, Cow Tracks, Fusion Machine, Rail Anchor Machines, Roller 4 ton and over, Scrapers (20 yard struck and under), Switch Tampers, Vibratory Roller, etc., Welder.</td>
</tr>
<tr>
<td>II-B</td>
<td>Mechanic(outside) all types, Shop Mechanic.</td>
</tr>
<tr>
<td>III</td>
<td>Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker, Concrete Pump, Concrete Spreader, Curb Cutter Machine, Farm Tractor(all types), Finishing Machine(Concrete) Fine Grading Machine, Firemen, Forklift, Forklift(Electric), John Henry Drill or similar, Joy Drill or similar Tractor Drilling Machine, Loader 1 1/2 yards and under, Locomotive(all sizes), Maintenance Engineer, Machine Pulling Sheeps Foot Roller, Material Hopper, Mixer Concrete(21-E &amp; over), Mulching Grass Spreader, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Powerhouse Plant, Quarry Master, Roller under 4 ton, Spreading and Fine Grading Machine, Steel Cutting Machine, Stone Crusher, Sweeper, Turbo Jet burner or similar, Well Drilling Machine, Winch Truck &quot;A&quot; Frame.</td>
</tr>
<tr>
<td>IV-A</td>
<td>Service Man(Fuel Truck), Service Man(Grease Truck).</td>
</tr>
<tr>
<td>IV-B</td>
<td>Bending Machine, Compressor-Compressor Plant-Paint, Compressor-Steel Erection, Compressor Truck Mounted(2-6), Conveyor Belt Machine, Dust Collector, Heater(all types), Lighting Unit(portable &amp; generator), Mixer Concrete under 21-E, Pilot/Assistant Engineer(2 seat), Pumps-Pump Station-Water-Sewer-Gypsum-Plaster, etc., Pump Truck(Sewer Jet or similar), Roller Motorized(Walk behind), Steam Jenny, Stock Room Attendant, Syphon Pump-Air-Stream, Tar Joint Machine, Vibrator(1 to 5), Welding Machine, Welders Helper.</td>
</tr>
<tr>
<td>V-A</td>
<td>Engineer(Pile Driver), Engineer(all Tower Cranes, all Climbing Cranes &amp; all cranes of 100 ton capacity or greater), Helicopter Hoist Operator, Helicopter Pilot, Helicopter Signalman, Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker(Air Ram), Master Mechanic, Asst. Master Mechanic, Post Hole Digger, Welder-Certified.</td>
</tr>
</tbody>
</table>

**WAGES: (per hour)**

<table>
<thead>
<tr>
<th>GROUP</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>$53.38</td>
</tr>
<tr>
<td>I-A</td>
<td>47.17</td>
</tr>
<tr>
<td>I-B</td>
<td>49.65</td>
</tr>
<tr>
<td>I-A</td>
<td>45.21</td>
</tr>
<tr>
<td>I-B</td>
<td>46.60</td>
</tr>
<tr>
<td>II</td>
<td>44.44</td>
</tr>
<tr>
<td>IV-A</td>
<td>40.48</td>
</tr>
</tbody>
</table>

07/01/2013
GROUP IV-B  
34.89

GROUP V-A
Engineer-Pile Driver  58.30
Engineer-Cranes  60.34
Hoist Engineer  54.73
Jersey Spreader,  
Pavement Breaker  
(Air Ram),  
Post Hole Digger  46.24

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

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

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker:

07/01/2013
$ 16.80 all
hours paid
+$8.00 first 40
hours worked
+$1.00 for all
hours worked

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

HOLIDAY
Paid:  See (5, 6, 7, 8, 11, 12) on HOLIDAY PAGE
Overtime:  See (5, 6, 7, 8, 11, 12) on HOLIDAY PAGE
*  Note: For Holiday codes 5 & 6, code U applies.
Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

REGISTERED APPRENTICES
(1)year terms at the following rates.

07/01/2013
1st year
$ 22.22 per hr.
2nd year
$ 26.66 per hr.
3rd year
$ 31.11 per hr.
4th year
$ 35.55 per hr.

Supplemental Benefits per hour:
Apprentices:  
07/01/2013
$ 16.80 all
hours paid
+$1.00 for all
hours worked
ENTIRE COUNTIES

WAGES
Per Hour:
DREDGING OPERATIONS
07/01/2013
CLASS A
Operator, Leverman, Lead Dredgeman $ 32.89

CLASS A1
Dozer, Front Loader, 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

CLASS C
Drag Barge Operator, Steward, Mate, Assistant Fill Placer, 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

07/01/2013
All Classes A & B $ 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
Operating Engineer - Survey Crew - Consulting Engineer

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRIBUTION 9

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

PARTIAL COUNTIES Dutchess: That part of Dutchess county lying SOUTH of the North City Line of Poughkeepsie.

WAGES Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

WAGES: (per hour) 07/01/2013 07/01/2014

Survey Rates: An additional

<table>
<thead>
<tr>
<th>Position</th>
<th>07/01/2013</th>
<th>07/01/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party Chief.......</td>
<td>$35.55</td>
<td>$36.61</td>
</tr>
<tr>
<td>Instrument Man...</td>
<td>$29.41</td>
<td>$30.35</td>
</tr>
<tr>
<td>Rodman............</td>
<td>$25.54</td>
<td>$26.40</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS Per Hour:

All Crew Members: $17.90

OVERTIME PAY

OVERTIME: See (B, E*, Q, V) ON OVERTIME PAGE.

*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Registered Apprentices

Painter

JOB DESCRIPTION Painter

DISTRIBUTION 9

ENTIRE COUNTIES Putnam, Suffolk, Westchester

PARTIAL COUNTIES Nassau: All of Nassau except the areas described below: Atlantic Beach, Cedarhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern Blvd. At Northern Blvd. going east the district north of Northern Blvd. to Port Washington Blvd. West of Port Washington Blvd.to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor Haven, Harbour Acres.

WAGES Per hour: 07/01/2013 05/01/2014

<table>
<thead>
<tr>
<th>Position</th>
<th>07/01/2013</th>
<th>05/01/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drywall Taper</td>
<td>$41.75</td>
<td>$41.75</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS Per hour worked: 07/01/2013

<table>
<thead>
<tr>
<th>Position</th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$20.97</td>
</tr>
</tbody>
</table>

OVERTIME PAY

See (A, H) on OVERTIME PAGE

For Journeyman: Deduct $4.25 from wage rate BEFORE calculating overtime pay.

For Apprentices: Deduct $2.44 from 2nd term wage rate, and $ 3.25 from 3rd term wage rate BEFORE calculating overtime pay.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages (per Hour)

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2013</th>
<th>01/01/2014</th>
<th>06/25/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$17.73</td>
<td>$17.93</td>
<td>$18.13</td>
</tr>
<tr>
<td>2nd term</td>
<td>$26.39</td>
<td>$26.89</td>
<td>$27.19</td>
</tr>
<tr>
<td>3rd term</td>
<td>$35.46</td>
<td>$35.86</td>
<td>$36.26</td>
</tr>
</tbody>
</table>

Supplemental Benefits per Hour:
One year term (1500 hours) at the following dollar amount.

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$10.25</td>
</tr>
<tr>
<td>2nd year</td>
<td>$16.43</td>
</tr>
<tr>
<td>3rd year</td>
<td>$19.25</td>
</tr>
</tbody>
</table>

JOB DESCRIPTION Painter

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

WAGES
Per hour:

<table>
<thead>
<tr>
<th>Task</th>
<th>07/01/2013</th>
<th>05/01/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brush</td>
<td>$41.85</td>
<td>$43.85</td>
</tr>
<tr>
<td>Abatement/Removal of lead based or lead containing paint on materials to be repainted</td>
<td>$41.85</td>
<td>$43.85</td>
</tr>
<tr>
<td>Spray &amp; Scaffold</td>
<td>$44.85</td>
<td>$46.85</td>
</tr>
<tr>
<td>Fire Escape</td>
<td>$44.85</td>
<td>$46.85</td>
</tr>
<tr>
<td>Decorator</td>
<td>$44.85</td>
<td>$46.85</td>
</tr>
<tr>
<td>Paperhanger/Wall Coverer</td>
<td>$39.10</td>
<td>$41.18</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per hour worked:

<table>
<thead>
<tr>
<th>Task</th>
<th>07/01/2013</th>
<th>05/01/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paperhanger</td>
<td>$29.33</td>
<td>$29.33</td>
</tr>
<tr>
<td>All others</td>
<td>$20.97</td>
<td>$20.97</td>
</tr>
<tr>
<td>Premium*</td>
<td>$23.47*</td>
<td>$23.47*</td>
</tr>
</tbody>
</table>

* Applies only to "All others" category, not paperhanger journeyman.

OVERTIME PAY
See (A, H) on OVERTIME PAGE

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

REGISTERED APPRENTICES
Indented after 5/31/93 (1) year terms at the following wage rate.
(per hour)

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2013</th>
<th>05/01/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appr 1st term...</td>
<td>$15.85</td>
<td>$16.65</td>
</tr>
<tr>
<td>Appr 2nd term...</td>
<td>$20.76</td>
<td>$21.76</td>
</tr>
<tr>
<td>Appr 3rd term...</td>
<td>$25.14</td>
<td>$26.34</td>
</tr>
<tr>
<td>Appr 4th term...</td>
<td>$33.52</td>
<td>$35.12</td>
</tr>
</tbody>
</table>

Supplemental benefits:
(per Hour worked)

<table>
<thead>
<tr>
<th>Term</th>
<th>07/01/2013</th>
<th>05/01/2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appr 1st term...</td>
<td>$10.23</td>
<td>$10.23</td>
</tr>
<tr>
<td>Appr 2nd term...</td>
<td>$12.92</td>
<td>$12.92</td>
</tr>
</tbody>
</table>
**JOB DESCRIPTION**  Painter - Bridge & Structural Steel

**ENTIRE COUNTIES**

**WAGES**

<table>
<thead>
<tr>
<th>Per Hour Worked:</th>
<th>07/01/2013</th>
<th>10/1/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>STEEL: Bridge Painting</td>
<td>$52.13</td>
<td>$53.13</td>
</tr>
</tbody>
</table>

Power Tool/Spray is an additional $6.00 per hour above hourly rate, whether straight time or overtime

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

**SUPPLEMENTAL BENEFITS**

Per Hour Worked:

<table>
<thead>
<tr>
<th>07/01/2013</th>
<th>10/1/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyworker</td>
<td>$27.05*</td>
</tr>
</tbody>
</table>

Hourly Rate after 40 hours

| from May 1st to Nov. 15th | $6.75 only | $6.75 only |

Hourly Rate after 50 hours

| from Nov. 16th to April 30th | $6.75 only | $6.75 only |

*For the period of May 1st to November 15th: This rate shall be paid up to maximum of forty (40) hours worked per week. For all hours exceeding 40, the hourly rate shall drop to the hourly rate shown above by date.
EXCEPT for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

*For the period of November 16th to April 30th: This rate shall be paid up to a maximum of fifty (50) hours worked per week. For all hours exceeding 50, the hourly rate shall drop to the hourly rate shown above by date.

**OVERTIME PAY**

See (A, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(Wage per hour Worked):

Apprentices: (1) year terms

<table>
<thead>
<tr>
<th>07/01/2013</th>
<th>10/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 90 days</td>
<td>$20.85</td>
</tr>
<tr>
<td>1st year after 90 days</td>
<td>$20.85</td>
</tr>
<tr>
<td>2nd year</td>
<td>$31.28</td>
</tr>
<tr>
<td>3rd year</td>
<td>$41.70</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

<table>
<thead>
<tr>
<th>07/01/2013</th>
<th>10/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 90 days</td>
<td>$8.45</td>
</tr>
<tr>
<td>1st year after 90 days</td>
<td>$8.70</td>
</tr>
<tr>
<td>2nd year</td>
<td>$19.15</td>
</tr>
<tr>
<td>3rd year</td>
<td>$23.10</td>
</tr>
</tbody>
</table>
JOB DESCRIPTION  Painter - Line Striping  

ENTIRE COUNTIES  

WAGES  
Per hour:  

Painter (Striping-Highway):  07/01/2013  
Striping-Machine Operator*  $ 27.11  
Lineman Thermoplastic  $ 32.37  

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

Four (4), ten (10) hour days may be worked at straight time during a week.

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 paid:  07/01/2013  
Journeyworker:  
Striping-Machine operator  $ 14.18  
Linerman Thermoplastic  $ 14.55  

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

HOLIDAY  
Paid:  See (5, 20) on HOLIDAY PAGE  
Overtime:  See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

Painter - Metal Polisher  03/01/2014

JOB DESCRIPTION  Painter - Metal Polisher  

ENTIRE COUNTIES  

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:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
</table>
Supplemental benefits:
Per hour paid:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$9.94</td>
<td>$10.31</td>
<td>$10.51</td>
</tr>
</tbody>
</table>

Plumber

**JOB DESCRIPTION** Plumber

**DISTRICT** 8

**ENTIRE COUNTIES**
Putnam, Westchester

**WAGES**
Per hour:

07/01/2013

Plumber and Steamfitter $50.66

SHIFT WORK:
When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

**SUPPLEMENTAL BENEFITS**
Per hour:

Journeyworker $24.83 Per hour paid

+ $2.73 per hr. worked**

**Not Subject to Overtime.**

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

* NOTE: Time and one half for the first 8 hours on Saturday. Additional hours on Saturday to be paid at double time.

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

**REGISTERED APPRENTICES**
(1)year terms at the following wages.

<table>
<thead>
<tr>
<th>Term</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$18.63</td>
</tr>
<tr>
<td>2nd Term</td>
<td>$21.44</td>
</tr>
<tr>
<td>3rd Term</td>
<td>$24.73</td>
</tr>
<tr>
<td>4th Term</td>
<td>$35.52</td>
</tr>
<tr>
<td>5th Term</td>
<td>$38.15</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:
Apprentices

1st term $10.56 per hour paid

+ 1.16 per hour worked

2nd term 11.68 per hour paid

+ 1.30 per hour worked

3rd term 13.93 per hour paid

+ 1.60 per hour worked

4th term 17.73 per hour paid

+ 2.36 per hour worked

5th term 18.87 per hour paid

+ 2.36 per hour worked
JOB DESCRIPTION  Plumber - HVAC / Service

ENTIRE COUNTIES
Dutchess, Putnam, Westchester

PARTIAL COUNTIES
Delaware: Only the townships of Middletown and Roxbury
Ulster: Entire County (including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES
Per hour: 07/01/2013 08/01/2013

HVAC Service $37.70 + Additional $1.00**

Jobbing & Alteration*
(Dutchess and Ulster County Only) $36.09

*Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

**Increase to be allocated at a later date

SHIFT WORK:
When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS
Per hour worked: 07/01/2013

Journeyworker HVAC Service
$17.54 per hour paid
+ 1.10 per hour worked**

Journeyworker Jobbing Alterations
$20.43 per hour paid
+ 2.73 per hour worked**

** Not subject to overtime

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
Note: Time and one half for the first eight hours on Saturdays.
Additional hours on Saturday to be paid at double time.

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

REGISTERED APPRENTICES
HVAC SERVICE

REGISTERED APPRENTICES
(1) year terms at the following wages.

<table>
<thead>
<tr>
<th></th>
<th>1st yr.</th>
<th>2nd yr.</th>
<th>3rd yr.</th>
<th>4th yr.</th>
<th>5th yr.</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2013</td>
<td>$ 17.63</td>
<td>$ 20.56</td>
<td>$ 25.79</td>
<td>$ 31.57</td>
<td>$33.88</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

Apprentices 07/01/2013
1st term $15.00 per hour paid
+ 1.10 per hour worked

2nd term $15.43 per hour paid
JOBBING & ALTERATIONS

REGISTERED APPRENTICES
(1)year terms at the following wages.

<table>
<thead>
<tr>
<th>Year</th>
<th>1st yr.</th>
<th>2nd yr.</th>
<th>3rd yr.</th>
<th>4th yr.</th>
<th>5th yr.</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2013</td>
<td>$14.55</td>
<td>$19.05</td>
<td>$22.75</td>
<td>$26.65</td>
<td>$30.61</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

Apprentices 07/01/2013
1st term $ 8.58 per hour paid
+ 0.50 per hour worked
2nd term $11.16 per hour paid
+ 0.93 per hour worked
3rd term $12.35 per hour paid
+ 1.05 per hour worked
4th term $15.06 per hour paid
+ 1.46 per hour worked
5th term $16.12 per hour paid
+ 1.90 per hour worked

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations 03/01/2014

JOB DESCRIPTION Plumber - Jobbing & Alterations

ENTIRE COUNTIES
Putnam, Westchester

WAGES
Per hour:

| Year   | 07/01/2013 | $39.21 |

Journeyworker:

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

SHIFT WORK:
When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS
Per hour:

| Year   | $20.83 per hour paid |

Journeyworker $ 20.83 per hour paid
+ 2.73 per hour worked**

**Not subject to overtime

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
Note: Time and one half for the first eight hours on Saturdays.
Additional hours on Saturday to be paid at double time.

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

REGISTERED APPRENTICES
(1) year terms at the following wages.

<table>
<thead>
<tr>
<th>Year</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$17.29</td>
</tr>
<tr>
<td>2nd</td>
<td>19.14</td>
</tr>
<tr>
<td>3rd</td>
<td>20.47</td>
</tr>
<tr>
<td>4th</td>
<td>28.88</td>
</tr>
<tr>
<td>5th</td>
<td>30.42</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

Apprentices

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$6.57 per hour paid + 0.50 per hour worked</td>
</tr>
<tr>
<td>2nd</td>
<td>7.56 per hour paid + 0.93 per hour worked</td>
</tr>
<tr>
<td>3rd</td>
<td>10.77 per hour paid + 1.05 per hour worked</td>
</tr>
<tr>
<td>4th</td>
<td>14.24 per hour paid + 1.46 per hour worked</td>
</tr>
<tr>
<td>5th</td>
<td>15.29 per hour paid + 1.90 per hour worked</td>
</tr>
</tbody>
</table>

8-21.3-J&A

Roofer

03/01/2014

JOB DESCRIPTION Roofer

DISTRICT 9

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

WAGES
Per Hour: 07/01/2013

Roof/Waterproofer $39.00

SUPPLEMENTAL BENEFITS
Journeyworker $27.92

OVERTIME PAY
See (B, H) on OVERTIME PAGE
Note: An observed holiday that falls on a Sunday will be observed the following Monday.

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

REGISTERED APPRENTICES
(1) year terms at the following percentage of Journeyworkers hourly wage.

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>35%</td>
</tr>
<tr>
<td>2nd</td>
<td>50%</td>
</tr>
<tr>
<td>3rd</td>
<td>60%</td>
</tr>
<tr>
<td>4th</td>
<td>75%</td>
</tr>
</tbody>
</table>

Supplements per hour paid at the following rates:

Apprentice

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$4.24</td>
</tr>
<tr>
<td>2nd</td>
<td>$14.13</td>
</tr>
<tr>
<td>3rd</td>
<td>$16.88</td>
</tr>
<tr>
<td>4th</td>
<td>$21.03</td>
</tr>
</tbody>
</table>

9-8R
JOB DESCRIPTION  Sheetmetal Worker

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

WAGES
Per Hour: 07/01/2013
Sign Erector $43.30

*NOTE: Overhead Highway Signs and Structurally Supported Signs
(See IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2013
Sign Erector $41.44

OVERTIME PAY
See (A, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:
6 month Terms at the following percentage of
Sign Erectors wage rate:

<table>
<thead>
<tr>
<th>Term</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>35%</td>
</tr>
<tr>
<td>2nd</td>
<td>40%</td>
</tr>
<tr>
<td>3rd</td>
<td>45%</td>
</tr>
<tr>
<td>4th</td>
<td>50%</td>
</tr>
<tr>
<td>5th</td>
<td>55%</td>
</tr>
<tr>
<td>6th</td>
<td>60%</td>
</tr>
<tr>
<td>7th</td>
<td>65%</td>
</tr>
<tr>
<td>8th</td>
<td>70%</td>
</tr>
<tr>
<td>9th</td>
<td>75%</td>
</tr>
<tr>
<td>10th</td>
<td>80%</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$13.20</td>
</tr>
<tr>
<td>2nd</td>
<td>$14.69</td>
</tr>
<tr>
<td>3rd</td>
<td>$16.19</td>
</tr>
<tr>
<td>4th</td>
<td>$17.69</td>
</tr>
<tr>
<td>5th</td>
<td>$23.27</td>
</tr>
<tr>
<td>6th</td>
<td>$24.89</td>
</tr>
<tr>
<td>7th</td>
<td>$27.17</td>
</tr>
<tr>
<td>8th</td>
<td>$28.80</td>
</tr>
<tr>
<td>9th</td>
<td>$30.47</td>
</tr>
</tbody>
</table>

Sheetmetal Worker 03/01/2014

JOB DESCRIPTION  Sheetmetal Worker

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

SheetMetal Worker 07/01/2013

SHIFT WORK
For all NYS D.O.T. and other Governmental mandated off-shift work:
10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS
Journeyworker $31.90

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

*Note: For Sundays or Holidays worked, HOURLY WAGE is
double the total of the hourly wage plus the
hourly benefit paid all in wages. (Benefits are
included in the wages).

HOLIDAY
REGISTERED APPRENTICES

<table>
<thead>
<tr>
<th>Term</th>
<th>Wages per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$16.07</td>
</tr>
<tr>
<td>2nd</td>
<td>$18.07</td>
</tr>
<tr>
<td>3rd</td>
<td>$20.09</td>
</tr>
<tr>
<td>4th</td>
<td>$22.09</td>
</tr>
<tr>
<td>5th</td>
<td>$24.09</td>
</tr>
<tr>
<td>6th</td>
<td>$26.11</td>
</tr>
<tr>
<td>7th</td>
<td>$28.59</td>
</tr>
<tr>
<td>8th</td>
<td>$31.07</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

Apprentices

- 1st term: $14.05
- 2nd term: 15.82
- 3rd term: 17.57
- 4th term: 19.33
- 5th term: 21.10
- 6th term: 22.84
- 7th term: 24.13
- 8th term: 25.41

Sprinkler Fitter

03/01/2014

JOB DESCRIPTION Sprinkler Fitter

DIRECTION 1

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour

- Sprinkler: $39.08
- Fitter

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman: $20.80

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

<table>
<thead>
<tr>
<th>Term</th>
<th>Wages per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$19.70</td>
</tr>
<tr>
<td>2nd</td>
<td>$19.70</td>
</tr>
<tr>
<td>3rd</td>
<td>$21.35</td>
</tr>
<tr>
<td>4th</td>
<td>$23.32</td>
</tr>
<tr>
<td>5th</td>
<td>$25.29</td>
</tr>
<tr>
<td>6th</td>
<td>$27.26</td>
</tr>
<tr>
<td>7th</td>
<td>$29.23</td>
</tr>
<tr>
<td>8th</td>
<td>$31.20</td>
</tr>
<tr>
<td>9th</td>
<td>$33.17</td>
</tr>
<tr>
<td>10th</td>
<td>$35.14</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

07/01/2013

<table>
<thead>
<tr>
<th>Term</th>
<th>Benefits per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st &amp; 2nd Terms</td>
<td>$8.74</td>
</tr>
<tr>
<td>3rd Term</td>
<td>15.02</td>
</tr>
<tr>
<td>4th Term</td>
<td>15.08</td>
</tr>
<tr>
<td>5th Term</td>
<td>20.39</td>
</tr>
<tr>
<td>6th Term</td>
<td>20.45</td>
</tr>
<tr>
<td>7th Term</td>
<td>20.51</td>
</tr>
<tr>
<td>8th Term</td>
<td>20.56</td>
</tr>
<tr>
<td>9th Term</td>
<td>20.47</td>
</tr>
<tr>
<td>10th Term</td>
<td>20.68</td>
</tr>
</tbody>
</table>

For Apprentices HIRED ON OR AFTER 04/01/2010:
One Half Year terms at the following wage

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$17.73</td>
<td>$19.70</td>
<td>$21.35</td>
<td>$23.32</td>
<td>$25.29</td>
<td>$27.26</td>
<td>$29.23</td>
<td>$31.20</td>
<td>$33.17</td>
<td>$35.14</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

<table>
<thead>
<tr>
<th></th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$8.68</td>
</tr>
<tr>
<td>2nd Term</td>
<td>8.74</td>
</tr>
<tr>
<td>3rd Term</td>
<td>15.02</td>
</tr>
<tr>
<td>4th Term</td>
<td>15.08</td>
</tr>
<tr>
<td>5th Term</td>
<td>15.64</td>
</tr>
<tr>
<td>6th Term</td>
<td>15.70</td>
</tr>
<tr>
<td>7th Term</td>
<td>15.76</td>
</tr>
<tr>
<td>8th Term</td>
<td>15.81</td>
</tr>
<tr>
<td>9th Term</td>
<td>15.87</td>
</tr>
<tr>
<td>10th Term</td>
<td>15.93</td>
</tr>
</tbody>
</table>

Teamster - Building / Heavy&Highway

JOB DESCRIPTION
Teamster - Building / Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES
Putnam, Westchester

WAGES
GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP B: Tractor & Trailers (all types).

GROUP BB: 14 Wheeler

GROUP C: Low Boy (carrying equipment).

GROUP CC: Light Tower, Attenuator Trucks

GROUP D: Fuel Trucks, Tire Trucks.

GROUP E: Off-road Equipment (over 40 tons): Athey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.

GROUP F: Off-road Equipment (over 40 tons) Euclid, DJB.

GROUP G: Off-road Equipment (over 40 tons) Athey Wagons, DJB, Belly Articulated Dumps, Trailer Wagons.

GROUP H: Off-road Equipment (under 40 tons) Euclid.

GROUP HH: Off-road Equipment (under 40 tons) D.J.B.

GROUP I: Off-road Equipment (under 40 tons) Darts.

GROUP II: Off-road Equipment (under 40 tons) RXS.

WAGES: (per hour)

<table>
<thead>
<tr>
<th></th>
<th>07/01/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP A</td>
<td>$39.32*</td>
</tr>
<tr>
<td>GROUP B</td>
<td>39.94*</td>
</tr>
<tr>
<td>GROUP BB</td>
<td>39.44*</td>
</tr>
<tr>
<td>GROUP C</td>
<td>42.07*</td>
</tr>
<tr>
<td>GROUP CC</td>
<td>39.32*</td>
</tr>
<tr>
<td>GROUP D</td>
<td>39.77*</td>
</tr>
<tr>
<td>GROUP E</td>
<td>40.32*</td>
</tr>
<tr>
<td>GROUP F</td>
<td>41.32*</td>
</tr>
<tr>
<td>GROUP G</td>
<td>40.07*</td>
</tr>
<tr>
<td>GROUP H</td>
<td>40.69*</td>
</tr>
<tr>
<td>GROUP HH</td>
<td>41.07*</td>
</tr>
</tbody>
</table>
GROUP I  40.82*
GROUP II  41.19*

* To calculate premium wage, subtract $.20 from the hourly wage.

Note: Fuel truck operators on construction sites addit. $5.00 per day.
For work on hazardous/toxic waste site addit. 20% of hourly rate.

Shift Differential: NYS DOT or other Governmental Agency contracts shall receive a shift differential of Fifteen (15%) percent above the wage rate.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Fridays and Saturdays may be used as make-up days at straight time when a day during the work week has been lost due to inclement weather.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' 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 paid:
Journeyworker
First 40 hours  $22.02
For the 41st-45th hours  9.08
Over 45 hours  0.25

NOTE: Employees entitled to 1 week of paid vacation based on group classification after 90 days of employment.

OVERTIME PAY
See (B, E, P, "R") on OVERTIME PAGE

HOLIDAY
Paid:  See (5, 6, 9, 12, 16, 25) on HOLIDAY PAGE
Overtime:  See (5, 6, 9, 12, 16, 25) on HOLIDAY PAGE

*Note: Holiday codes 5 & 6, if worked, are overtime code R.
Holiday codes 7, 8, 11, 12, when worked, receive straight time wage for working, plus Holiday pay.

Welder  03/01/2014

JOB DESCRIPTION  Welder
DISTRICT  1

ENTIRE COUNTIES

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

( T ) Triple the hourly rate for Holidays, if worked

( U ) Four times the hourly rate for Holidays, if worked

( V ) Including benefits at SAME PREMIUM as shown for overtime

( W ) Time and one half for benefits on all overtime hours.
Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1) None
(2) Labor Day
(3) Memorial Day and Labor Day
(4) Memorial Day and July 4th
(5) Memorial Day, July 4th, and Labor Day
(6) New Year's, Thanksgiving, and Christmas
(7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8) Good Friday
(9) Lincoln's Birthday
(10) Washington's Birthday
(11) Columbus Day
(12) Election Day
(13) Presidential Election Day
(14) 1/2 Day on Presidential Election Day
(15) Veterans Day
(16) Day after Thanksgiving
(17) July 4th
(18) 1/2 Day before Christmas
(19) 1/2 Day before New Years
(20) Thanksgiving
(21) New Year's Day
(22) Christmas
(23) Day before Christmas
(24) Day before New Year's
(25) Presidents' Day
(26) Martin Luther King, Jr. Day
(27) Memorial Day
REQUEST FOR WAGE AND SUPPLEMENT INFORMATION
As Required by Articles 8 and 9 of the NYS Labor Law
Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:
(Enter Data Pertaining to Contracting/Public Agency)

A. Public Work Contract to be let by:

<table>
<thead>
<tr>
<th>1. Name and complete address</th>
<th>2. NY State Units (see Item 5)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>○ 07 City</td>
</tr>
<tr>
<td></td>
<td>○ 08 Local School District</td>
</tr>
<tr>
<td></td>
<td>○ 09 Special Local District, i.e., Fire, Sewer, Water District</td>
</tr>
<tr>
<td></td>
<td>○ 10 Village</td>
</tr>
<tr>
<td></td>
<td>○ 11 Town</td>
</tr>
<tr>
<td></td>
<td>○ 12 County</td>
</tr>
<tr>
<td></td>
<td>○ 13 Other Non-N.Y. State</td>
</tr>
<tr>
<td></td>
<td>○ 06 OTHER N.Y. STATE UNIT</td>
</tr>
<tr>
<td></td>
<td>○ 01 DOT</td>
</tr>
<tr>
<td></td>
<td>○ 02 OGS</td>
</tr>
<tr>
<td></td>
<td>○ 03 Dormitory Authority</td>
</tr>
<tr>
<td></td>
<td>○ 04 State University</td>
</tr>
<tr>
<td></td>
<td>○ 05 Mental Hygiene Facilities Corp.</td>
</tr>
<tr>
<td></td>
<td>○ 06 OTHER N.Y. STATE UNIT</td>
</tr>
</tbody>
</table>

Telephone: ( ) Fax: ( )
E-Mail:

B. PROJECT PARTICULARS

<table>
<thead>
<tr>
<th>5. Project Title</th>
<th>6. Location of Project:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Work</td>
<td>Location on Site</td>
</tr>
<tr>
<td></td>
<td>Route No/Street Address</td>
</tr>
<tr>
<td>Contract Identification Number</td>
<td>Village or City</td>
</tr>
<tr>
<td>Note: For NYS units, the OSC Contract No.</td>
<td>Town</td>
</tr>
<tr>
<td></td>
<td>County</td>
</tr>
</tbody>
</table>

7. Nature of Project - Check One:

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

8. OCCUPATION FOR PROJECT:

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

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

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS
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
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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.

If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

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 Article 9 Public Work Building Service 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

<table>
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<th>Date Completed:</th>
<th>Date Cancelled:</th>
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Name & Title of Representative:________________________________________
Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars ($1,500.00).

Building service employee includes, but is not limited to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Responsibilities of the Public Agency

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer¹. A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information* form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

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 Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: 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 Bureaus "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureaus PW 200.9 form is provided for this purpose.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

¹ The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city.
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. www.labor.state.ny.us.

Upon receiving the original schedule, the Public 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.

**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; Social Security number; the craft, trade or occupation 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 craft, trade or occupation.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. The records required to be maintained shall be kept on the site of the work during all of the time that work under the contract is being performed.

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 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

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 Law, Article 9. Section 237).

**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 contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public 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 Public 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 contract.

**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 journeymen 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 journeymen's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, 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 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, 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 9, Section 239-1).

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 9, Section 239-2).

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 9, Section 239-3).

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 9, Section 239-4).

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.
Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service 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: $ | Occupation(s): | 
| Approximate Starting Date: / / | 
| Approximate Completion Date: / / | 

Location: Hawthorne, NY
Project ID#: 1862
Occupation Type(s): Exterminators, Fumigators, Guards, Watchmen, Janitor, Porter, Cleaners, Elevator Operator, Landscape Maintenance, Moving Furniture and Equipment, Stationary Engineer, Trash and Refuse Removal

OGS Financial Administration
Tammy Rock, CMS
32nd Floor
Corning Tower
Empire State Plaza
Albany NY 12242

Schedule Year: 2013 through 2014
Date Requested: 03/17/2014
PRC#: 2014900244

OGS Financial Administration
Tammy Rock, CMS
32nd Floor
Corning Tower
Empire State Plaza
Albany NY 12242

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

www.labor.state.ny.us PW 16.9 PWAsk@labor.state.ny.us
IMPORTANT NOTICE

Regarding Article 9 Building Service Contract Schedules

Contracts with PRC#s assigned on or after 8/1/2010:

- Building Service rates (Article 9) will be determined annually on July 1. They are in effect through June 30 of the following year. Employers must pay the newly determined rates each year.

- Any corrections or updates to the annual determination will be posted to the DOL website on the first day of each month. Employers are responsible for checking for updates each month and paying these updated rates retroactive to July 1st.

- The DOL website has a page where employers can enter their specific PRC number to find the correct wage rates for their contracts.

Contracts with PRC#s assigned PRIOR to 8/1/2010:

- The rates in contracts with PRC#s assigned prior to 8/1/2010 will remain effective and extensions to these contracts WILL NOT require a new schedule.

This is a change to our prior notice.

Article 9 wage schedule information is now available online.
Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars ($1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail. 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 Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

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 projects date of completion.

At a minimum, payrolls must show the following information for each person employed on a public work project: name; social security number; the craft, trade or occupation in which the worker was employed; hourly wage rate(s) paid; supplements paid or provided; and daily and weekly number or hours worked in each craft, trade or occupation.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

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

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations: Telephone # FAX #
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
<table>
<thead>
<tr>
<th>Bureau of Public Work - Location</th>
<th>Phone 1</th>
<th>Phone 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patchogue</td>
<td>631-687-4882</td>
<td>631-687-4904</td>
</tr>
<tr>
<td>Rochester</td>
<td>585-258-4505</td>
<td>585-258-4708</td>
</tr>
<tr>
<td>Syracuse</td>
<td>315-428-4056</td>
<td>315-428-4671</td>
</tr>
<tr>
<td>Utica</td>
<td>315-793-2314</td>
<td>315-793-2514</td>
</tr>
<tr>
<td>White Plains</td>
<td>914-997-9507</td>
<td>914-997-9523</td>
</tr>
<tr>
<td>Central Office</td>
<td>518-457-5589</td>
<td>518-485-1870</td>
</tr>
</tbody>
</table>
Westchester County Article 9

**JOB DESCRIPTION** Exterminators, Fumigators

**ENTIRE COUNTIES** Dutchess, Nassau, Orange, Putnam, Rockland, Suffolk, Sullivan, Westchester

**WAGES**

<table>
<thead>
<tr>
<th></th>
<th>07/01/2013</th>
<th>01/01/2014</th>
<th>01/01/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per hour</td>
<td>$16.21</td>
<td>$16.52</td>
<td>$16.87</td>
</tr>
</tbody>
</table>

All work between 5pm and 7am an additional .44 per hour.

Employees on the payroll shall receive a $350.00 bonus on 07/01/2013.

**IMPORTANT INFORMATION:**

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

**SUPPLEMENTAL BENEFITS**

The following are additional to the wage.

All supplements are based on 40hrs a week and start after 90 days.

Employees hired on or before Sept. 30, 2008:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2013</th>
<th>01/01/2014</th>
<th>01/01/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per hour worked:</td>
<td>$6.40</td>
<td>$6.65</td>
<td>$7.07</td>
</tr>
<tr>
<td>Employees regularly</td>
<td>$9.00</td>
<td>$9.35</td>
<td>$9.87</td>
</tr>
<tr>
<td>scheduled 2 or more</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>days a week:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employees regularly</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>scheduled more than 20</td>
<td>$4.26</td>
<td>$4.53</td>
<td>$4.98</td>
</tr>
<tr>
<td>hours in a week:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employees hired on or</td>
<td>$6.86</td>
<td>$7.23</td>
<td>$7.78</td>
</tr>
<tr>
<td>after Oct. 1st, 2008:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

After 1 full year with employer 10 sick days.

If hired before Feb 1, 2001 the following paid days off are required:

- 5 years - 15 years with employer 15 Days
- 15 + years 20 Days
- additional day each year there after.

If hired after Feb. 1, 2001 the following paid days off are required:

- During first 52 weeks with employer 5 Days
- After first 52 weeks with employer 10 Days
- After 10 years with employer 15 Days

**OVERTIME PAY**

See (B, B2) on OVERTIME PAGE

Hours worked on 6th consecutive day in week paid 1.5 times wage.

Make-up day allowed if day missed during week without overtime pay required.

**HOLIDAY**

Paid: See (5, 6, 10, 11) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11) on HOLIDAY PAGE

If hired before Feb. 1, 2001

Employees Birthday
2 floating holidays and either Martin Luther King Day OR Yom Kippur

Employees hired after Feb 1, 2001 do not receive their birthday off and do not receive 2 floating holidays.

All work on Holiday at 1.5 times rate plus Holiday pay.

Guards, Watchmen

JOB DESCRIPTION  Guards, Watchmen

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES
Per hour: 07/01/2013
$13.33

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.72

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

Janitor, Porter, Cleaners, Elevator Operator

JOB DESCRIPTION  Janitor, Porter, Cleaners, Elevator Operator

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Westchester

WAGES
Per hour worked
Janitor
7/01/13  07/01/14  10/01/14  07/01/15  10/01/15
$13.25  $13.45  $13.65  $13.85  $14.10

NOTE: Duct cleaning is broken down into two separate functions.
1. The Disassembly, re-assembly and modification of duct, which is covered under Article 8
2. The actual cleaning of the duct which is covered by Article 9

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Note: Employees retained by an Employer at a newly contracted location shall be given credit for length of service with predecessor employer(s) for all purpose including but not limited to Monetary Benefit entitlement, Vacation entitlement, Holiday entitlement, and Sick Leave entitlement.

MONETARY BENEFIT*

<table>
<thead>
<tr>
<th></th>
<th>07/01/13</th>
<th>01/01/14</th>
<th>01/01/15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Time**</td>
<td>$4.25</td>
<td>$4.53</td>
<td>$4.98</td>
</tr>
<tr>
<td>Part Time(hired prior 12/31/07)</td>
<td>2.10</td>
<td>2.28</td>
<td>2.56</td>
</tr>
<tr>
<td>Part Time(hired after 01/01/08)</td>
<td>.63</td>
<td>.55</td>
<td>.63</td>
</tr>
</tbody>
</table>

(*)Amounts are payable after 6 months employment (changes to 90 days after 01/01/2014) and only on first 40 hrs unless note above applies to employee.

(**)FULL TIME defined employees regularly scheduled to work a minimum of 27.5 hours per week
SICK LEAVE

Beginning with an employee’s seventh month of employment, all FULL-TIME employees are entitled to seven (7) sick days per calendar year, except in an employee’s first year of employment when he shall be entitled to a prorated number of sick days for the time between the first day of his seventh month of employment to the end of the calendar year. All PART-TIME employees shall be entitled to five (5) sick days per calendar year.

VACATION LEAVE

<table>
<thead>
<tr>
<th>Time employed</th>
<th>Vacation Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Months</td>
<td>3 Days</td>
</tr>
<tr>
<td>1 Year</td>
<td>1 Week</td>
</tr>
<tr>
<td>2 Years</td>
<td>2 Weeks</td>
</tr>
<tr>
<td>5 Years</td>
<td>3 Weeks</td>
</tr>
<tr>
<td>15 Years</td>
<td>4 Weeks</td>
</tr>
<tr>
<td>25 Years</td>
<td>5 Weeks</td>
</tr>
</tbody>
</table>

Vacation pay is based upon the employee’s regularly scheduled straight time hours.

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

All work on 6th consecutive day paid at 1.5 times rate
All work on 7th consecutive day paid at 2 times rate

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Plus choice of either Presidents Day (25) or Martin Luther King, Jr. Day (26)

Plus an additional 2 Floating Holidays

In order to be eligible for holiday pay, an employee must work 2 days in week prior to the holiday and complete 60 day probation period. When any of the stated holidays shall fall on Saturday or Sunday, it shall be observed on the following Monday or preceding Friday, depending upon when the building is closed.

JOB DESCRIPTION

Slandscape Maintenance

DISTRICT 10

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES
Per hour: 07/01/2013
$15.42

IMPORTANT INFORMATION:

Article 9 §230.6. “Prevailing wage” means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.72

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Moving Furniture and Equipment

JOB DESCRIPTION
Moving Furniture and Equipment

DISTRICT 10

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES
Per hour: 07/01/13
Driver-Heavy & Tractor Trailer $23.16
(capacity of at least 26,000 pounds Gross Vehicle Weight)
Driver-Light Truck 18.19
Helper 13.22

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.72

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

Stationary Engineer 03/01/2014

JOB DESCRIPTION Stationary Engineer
DISTRICT 10

ENTIRE COUNTIES

WAGES

***** IMPORTANT NOTICE *****
FOR INFORMATION REGARDING STATIONARY ENGINEER RATES,
CONTACT THE NYS DOL BUREAU OF PUBLIC WORK AT (518) 457-5589

OVERTIME PAY

HOLIDAY

Trash and Refuse Removal 03/01/2014

JOB DESCRIPTION Trash and Refuse Removal
DISTRICT 10

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES
For use with Transfer Station Operation.

Per hour: 07/01/2013

Indus. Truck Driver/Tractor Operator $ 15.82
Laborer/ non-construction $ 13.22
Conveyor operators and tenders $ 17.03

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.72
# OVERTIME PAY
See (B, B2) on OVERTIME PAGE

# HOLIDAY
Paid:
See (1) on HOLIDAY PAGE

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## Trash and Refuse Removal 03/01/2014

### JOB DESCRIPTION
Trash and Refuse Removal

### ENTIRE COUNTIES
Westchester

### WAGES

<table>
<thead>
<tr>
<th></th>
<th>07/01/2013</th>
<th>02/01/2014</th>
<th>02/01/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RESIDENTIAL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Packer Truck Dr.</td>
<td>$26.02</td>
<td>$26.54</td>
<td>$27.07</td>
</tr>
<tr>
<td>Satellite Truck</td>
<td>$25.43</td>
<td>$25.94</td>
<td>$26.46</td>
</tr>
<tr>
<td>Recycling Truck</td>
<td>$25.43</td>
<td>$25.94</td>
<td>$26.46</td>
</tr>
<tr>
<td>Helpers</td>
<td>$22.52</td>
<td>$22.97</td>
<td>$23.43</td>
</tr>
</tbody>
</table>

Hired after Feb. 1, 2009
1st year 80% of above rate
2nd year 85% of above rate
3rd year 90% of above rate
4th year full rate

Exception: Previously worked in industry for 5 years, Full rate.

### COMMERCIAL WORK

On closed body trucks with self-contained loading unit up to and including 22 yard capacity:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2013</th>
<th>02/01/2014</th>
<th>02/01/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chauffeurs</td>
<td>$26.22</td>
<td>$26.75</td>
<td>$27.28</td>
</tr>
<tr>
<td>Helpers</td>
<td>$25.13</td>
<td>$25.63</td>
<td>$26.14</td>
</tr>
</tbody>
</table>

On open trucks, rackbody or trucks which have no self contained mechanical loading device up to 22 yard capacity:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2013</th>
<th>02/01/2014</th>
<th>02/01/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chauffeurs</td>
<td>$26.54</td>
<td>$27.07</td>
<td>$27.61</td>
</tr>
<tr>
<td>Helpers</td>
<td>$25.28</td>
<td>$25.79</td>
<td>$26.31</td>
</tr>
</tbody>
</table>

On one container tractor hoist:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2013</th>
<th>02/01/2014</th>
<th>02/01/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chauffeurs</td>
<td>$26.54</td>
<td>$27.07</td>
<td>$27.61</td>
</tr>
</tbody>
</table>

On 10-wheel, open truck, containers loaders, Dino-Master, over-cab loaders, rackbody truck nor any other trucks 22 yard to and including 25 yard capacity:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2013</th>
<th>02/01/2014</th>
<th>02/01/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chauffeurs</td>
<td>$26.69</td>
<td>$27.24</td>
<td>$27.77</td>
</tr>
<tr>
<td>Helpers</td>
<td>$25.44</td>
<td>$25.95</td>
<td>$26.47</td>
</tr>
</tbody>
</table>

On rubbish and garbage trucks (except as provided in B & C below) 26 yard to and including 31 yard capacity:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2013</th>
<th>02/01/2014</th>
<th>02/01/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chauffeurs</td>
<td>$27.07</td>
<td>$27.61</td>
<td>$28.16</td>
</tr>
<tr>
<td>Helpers</td>
<td>$25.88</td>
<td>$26.40</td>
<td>$26.93</td>
</tr>
</tbody>
</table>

On 42 yard capacity garbage truck:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2013</th>
<th>02/01/2014</th>
<th>02/01/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chauffeurs</td>
<td>$27.64</td>
<td>$28.19</td>
<td>$28.75</td>
</tr>
</tbody>
</table>

**Roll Off Trucks**

Single axle working non-compactor containers up to 15 yards capacity on rubbish and garbage removal only:
Chauffeurs $27.26 $27.80 $28.36

Roll-off trucks other than those described above up to and including 42 yard capacity:

Chauffeurs $27.64 $28.19 $28.75

On any roll-off trucks with more than 42 yard capacity or any tractor trailer truck:

Chauffeurs $28.58 $29.15 $29.70

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Benefits payable after 45 day probation.

All time is time with employer.

Paid Per Hour Worked: (Up to 40 hours a week)

$10.25 $10.72 $11.89

Additional Days off:

Hired before Dec. 1st, 2012 1st year - 1 day
2nd year - 2 days
3rd year - 3 days
Beginning 4th yr. 4 days

Hired on/after Dec. 1st, 2012 2 days

Hired after Feb. 1st, 2009 Beginning 2nd year, 3 days a year
Beginning 4th year, 7 days a year

Hired after Dec. 12th, 2012 5 days a year

1 year but less than 2 5 days a year
2 years but less than 5 10 days a year
5 years but less than 15 15 days a year
15 years but less than 25 20 days a year
25 + years 25 days a year

Hired on or after Dec. 1st 2012

1 year but less than 2 5 days a year
2 years but less than 7 10 days a year
7 years but less than 20 15 days a year
20 + years 20 days a year

Any employee who works 26 weekends or more shall be paid 48 hours vacation pay.

Additional Days off: 4 personal days a year.

OVERTIME PAY
See (B2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 25, 26) on HOLIDAY PAGE

Holidays are additional to above days off with pay.

Must work the regular scheduled day before and 2 regular scheduled days after Holiday to receive Holiday pay.

If required to work Holiday 1.5 times rate plus holiday pay.
JOB DESCRIPTION  Trash and Refuse Removal

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

WAGES
Effective Period: 07/01/2013

MEDICAL WASTE REMOVAL

Driver (Chauffeur) $18.00
Helper $14.25
Tractor Trailer Driver $20.50

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
The following is required addition to the wages.

Rate per Hour: $9.34

Vacation:

1 year of service but less than five years (10) days
5 years of service but less than ten years (15) days
10 years of service (16) days
11 years of service (17) days
12 years of service (18) days
13 years of service (19) days
14 years of service (20) days
20 years of service (21) days
21 years of service (22) days
22 years of service (23) days
23 years of service (24) days
24 years of service (25) days

Hired prior to 12/01/1991 11 days off with pay
Hired after 12/01/1991 10 days off with pay

OVERTIME PAY
See (B, B2, S) on OVERTIME PAGE

Overtime Description:
The sixth day of work in a work week is paid at time and one-half the regular hourly rate, the seventh day of work in a work week is paid at double time the regular hourly rate.

HOLIDAY
Paid: See (5, 6, 25) on HOLIDAY PAGE
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
NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

(T) Triple the hourly rate for Holidays, if worked

(U) Four times the hourly rate for Holidays, if worked

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.
## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

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<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>None</td>
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<tr>
<td>2</td>
<td>Labor Day</td>
</tr>
<tr>
<td>3</td>
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<tr>
<td>4</td>
<td>Memorial Day and July 4th</td>
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<tr>
<td>5</td>
<td>Memorial Day, July 4th, and Labor Day</td>
</tr>
<tr>
<td>6</td>
<td>New Year's, Thanksgiving, and Christmas</td>
</tr>
<tr>
<td>7</td>
<td>Lincoln's Birthday, Washington's Birthday, and Veterans Day</td>
</tr>
<tr>
<td>8</td>
<td>Good Friday</td>
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<td>9</td>
<td>Lincoln's Birthday</td>
</tr>
<tr>
<td>10</td>
<td>Washington's Birthday</td>
</tr>
<tr>
<td>11</td>
<td>Columbus Day</td>
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<td>12</td>
<td>Election Day</td>
</tr>
<tr>
<td>13</td>
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<td>14</td>
<td>1/2 Day on Presidential Election Day</td>
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<td>15</td>
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<td>16</td>
<td>Day after Thanksgiving</td>
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<tr>
<td>17</td>
<td>July 4th</td>
</tr>
<tr>
<td>18</td>
<td>1/2 Day before Christmas</td>
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<tr>
<td>19</td>
<td>1/2 Day before New Years</td>
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<tr>
<td>20</td>
<td>Thanksgiving</td>
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<td>21</td>
<td>New Year's Day</td>
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<td>22</td>
<td>Christmas</td>
</tr>
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<tr>
<td>25</td>
<td>Presidents' Day</td>
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<tr>
<td>26</td>
<td>Martin Luther King, Jr. Day</td>
</tr>
<tr>
<td>27</td>
<td>Memorial Day</td>
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REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By:  
(Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

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

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

2. NY State Units (see Item 5)  ☐ 07 City
☐ 01 DOT  ☐ 08 Local School District
☐ 02 OGS  ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
☐ 03 Dormitory Authority  ☐ 10 Village
☐ 04 State University Construction Fund  ☐ 11 Town
☐ 05 Mental Hygiene Facilities Corp.  ☐ 12 County
☐ 06 OTHER N.Y. STATE UNIT  ☐ 13 Other Non-N.Y. State (Describe)

Telephone: ( )  Fax: ( )
E-Mail:

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

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

Telephone: ( )  Fax: ( )
E-Mail:

B. PROJECT PARTICULARS

5. Project Title ____________________________  Description of Work ____________________________

Contract Identification Number ____________________________

Note: For NYS units, the OSC Contract No.

6. Location of Project:
Location on Site ____________________________
Route No/Street Address ____________________________
Village or City ____________________________
Town ____________________________
County ____________________________

7. Nature of Project - Check One:
☐ 1. New Building  ☐ 2. Addition to Existing Structure
☐ 3. Heavy and Highway Construction (New and Repair)  ☐ 4. New Sewer or Waterline
☐ 5. Other New Construction (Explain)  ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration

8. OCCUPATION FOR PROJECT :
☐ Construction (Building, Heavy Highway/Sewer/Water)  ☐ Guards, Watchmen
☐ Tunnel  ☐ Janitors, Porters, Cleaners, Elevator Operators
☐ Residential  ☐ Moving furniture and equipment
☐ Landscape Maintenance  ☐ Trash and refuse removal
☐ Elevator maintenance  ☐ Window cleaners
☐ Exterminators, Fumigators  ☐ Other (Describe)
☐ Fire Safety Director, NYC Only

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

10. Name and Title of Requester

Signature
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
<table>
<thead>
<tr>
<th>AGENCY</th>
<th>Fiscal Officer</th>
<th>FEIN</th>
<th>EMPLOYER NAME</th>
<th>DBA NAME</th>
<th>ADDRESS</th>
<th>DEBARMENT START DATE</th>
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<td>AIRPORT SERVICE LTD</td>
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<td>DOL</td>
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<td>NCLN20 INC</td>
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<td>NORTH EAST SECURITY GUARD SERVICE INC</td>
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<td>WILLINGBORO NJ 08046</td>
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