



**REQUEST FOR PROPOSAL (RFP) SOLICITED BY THE
NEW YORK STATE OFFICE OF GENERAL SERVICES
BUILDING SYSTEMS OPERATION AND MAINTENANCE
AT
ADAM CLAYTON POWELL STATE OFFICE BUILDING
IN
HARLEM, NY**

BID DUE DATE: September 22, 2011 @ 2:00 P.M

ISSUE DATE: August 12, 2011

Designated Contact:

Beth Maus

Voice: 518-474-5981

Fax: 518-473-2844

E-mail: beth.maus@ogs.ny.gov

Alternate Contact:

Diane Robinson

Same

Same

diane.robinson@ogs.ny.gov

Table of Contents

1. INTRODUCTION	4
1.1 Overview	4
1.2 Designated Contact.....	4
1.3 Minimum Bidder Qualifications.....	5
1.4 Mandatory Pre-Bid Conference/Site Visit	5
1.5 Key Events	6
2. BID SUBMISSION	7
2.1 RFP Questions and Clarifications	7
2.2 Bid Format and Content	7
2.3 Bid Preparation.....	9
2.4 Packaging of RFP Response	9
2.5 Instructions for Bid Submission.....	9
3. ADMINISTRATIVE INFORMATION	11
3.1 Issuing Office.....	11
3.2 Method of Award	11
3.3 Price	11
3.4 Term of Contract	11
3.5 Price Adjustment (Escalation / De-escalation).....	11
3.6 Method of Payment	12
3.7 Electronic Payments	12
3.8 Liquidated Damages	13
3.9 Past Practice	13
3.10 Bid Exceptions.....	13
3.11 Dispute Resolution	13
3.12 Examination of Contract Documents	14
3.13 Prime Contractor Responsibilities	14
3.14 Inspection of Books.....	14
3.15 Glossary of Terms	14
3.16 Rules of Construction	14
4. EVALUATION AND SELECTION PROCESS	16
4.1 Proposal Evaluation	16
4.2 Notification of Award	17
5. DETAILED SCOPE OF WORK/SERVICE REQUIREMENTS	18
5.1 Scope of Contract	18
5.2 List of Equipment to be Serviced	18
5.3 Service Requirements.....	19
5.4 Additional Services.....	23
5.5 Emergency Services	23
5.6 Staffing Requirements and Responsibilities	23

5.7	Drawings and Wiring Diagrams.....	25
5.8	Preventive Maintenance.....	25
5.9	Parts and Device Inventory and Replacement.....	26
5.10	OSHA.....	27
5.11	Administrative and Reporting Requirements	27
5.12	Background Checks	28
5.13	Security Procedures.....	30
5.14	Prevailing Wage Rate Advisory Notice	31
6.	CONTRACT CLAUSES AND REQUIREMENTS	32
6.1	Appendix A / Order of Precedence	32
6.2	Procurement Lobbying Requirement	32
6.3	Contractor Insurance Requirements	32
6.4	Tax and Finance Clause	35
6.5	M/WBE & EEO Requirements.....	36
6.6	Freedom of Information Law / Trade Secrets	37
6.7	General Requirements	38
6.8	Contract Terms.....	39
6.9	Subcontractors	39
6.10	Procurement Rights	40
6.11	Extent of Services	40
6.12	Debriefings	40
6.13	Termination	41
6.14	NYS Vendor Responsibility Questionnaire For-Profit Business Entity..... (hereinafter the “questionnaire”)	41
6.15	Ethics Compliance	42
6.16	Extension of Use	42
6.17	Indemnification	42
6.18	Force Majeure	42
	Appendix A.....Standard Clauses for New York State Contracts	
	Appendix B.....Required Forms	
	Appendix C.....Sample Contract	
	Appendix D.....Prevailing Wage Rates	
	Attachment 1.....Cost Proposal Form	

1. Introduction

1.1 Overview

The State of New York, Office of General Services (OGS), Real Property Management and Development (RPM) oversees and operates approximately 17 million square feet of office space throughout New York State. To assist in their daily operations, OGS RPM contracts with firms to provide various services. OGS is seeking a vendor to provide for full service operation and maintenance of the following building systems at the Adam Clayton Powell State Office Building located at 163 West 125th Street, New York, NY:

- Fire Pump(s)
- Sprinkler and Standpipes
- HVAC Systems
- Domestic Water System
- Sewage Discharge Pump(s)
- Energy Management System (EMS)
- Backup Diesel Generator
- Plumbing
- Electrical
- Carpentry

Refer to Section 5 – Detailed Scope of Work/Service Requirements for the detailed service requirements to be included under this contract.

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Beth Maus, Purchasing Officer, NYS Office of General Services, Division of Financial Administration has been designated as the PRIMARY contact for this procurement solicitation and may be reached by email, voice or fax for all inquiries regarding this solicitation.

Beth Maus, Purchasing Officer
NYS Office of General Services
Financial Administration
Corning Tower, 40th Floor, ESP
Albany, New York 12242
Voice: 1-518-474-5981
Fax: 1-518-473-2844
Email: beth.maus@ogs.ny.gov

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

Diane Robinson, Senior Purchasing Agent
NYS Office of General Services
Financial Administration
Corning Tower, 40th Floor, ESP
Albany, New York 12242
Voice: 1-518-474-5981
Fax: 1-518-473-2844
Email: diane.robinson@ogs.ny.gov

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

Tryphina Ramsey, Compliance Specialist 2
NYS Office of General Services

Request for Proposal No. 1691
Building Systems Operation & Maintenance
@ the Adam Clayton Powell SOB in Harlem, NY

Minority and Women-Owned Business Enterprises
Corning Tower, 35th Floor, ESP
Albany, NY 12242
Voice: 1-518-473-7083
Fax: 1-518-486-2679
Email: Tryphina.Ramsey@ogs.ny.gov

1.3 Minimum Bidder 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 qualified bidder for purposes of the solicitation.

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

1. Proposer must have experience including three (3) Office Buildings currently being serviced by the Proposer including one (1) of which must exceed **200,000 interior gross square feet**, which the Proposer has maintained for three (3) consecutive years. Services provided by Proposer for these buildings must be as a full building system's operations and maintenance contractor
2. Proposers minimum onsite staff must have the following qualifications:
Chief Engineer
Minimum ten (10) years of experience in facilities operations and administration, five (5) years of which must have been in a supervisory/management capacity.

Possess a current NYC Refrigeration Machine Operators License

Operating Engineer
Minimum five (5) years of experience in facilities operation(s) and maintenance.

Possess a current NYC Refrigeration Machine Operators License
3. Location of the bidder's organization/facility shall be located in proximity, such that the Bidder can respond onsite 24/7 to an emergency call within 1 hour.

1.4 Mandatory Pre-Bid Conference/Site Visit

Bidders intending to submit a bid will be required to attend a mandatory pre-bid 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. Attendees will be required to sign in and provide basic company and contact information. This information will be used to verify attendance and to communicate any changes to the solicitation (addenda). Therefore, it is imperative that the provided information be legible and accurate. **Failure to attend the mandatory pre-bid conference/site visit will result in rejection of the bid.** **The facilitator of the event will publicly announce the official start time of the pre-bid conference/site visit, which announcement shall be made no sooner than the time stated in Section 1.5 - Key Events below. Prospective bidders arriving after the official start time of the pre-bid conference/site visit will be precluded from attending the pre-bid conference/site visit, and therefore unable to submit a responsive bid.**

Due to security restrictions, all Bidders must pre-register 24 hours in advance with Mr. Willie Walker or Mr. Eric Miller at (212) 961 - 4390. You can also e-mail to willie.walker@ogs.ny.gov or eric.miller@ogs.ny.gov . It is

recommended that attendees arrive at the building 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-bid 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-bid conference/site visit (to arrange attendance, during the conduct of the visit and to pose questions regarding the site).

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

Verbal answers are not official answers. All questions asked at the conference or after the tour must be submitted via email to the designated contact for this solicitation no later than the date and time indicated in Section 1.5 - 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-bid conference/site visit. Only answers provided by addendum are considered official.

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

1.5 Key Events

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

Action	Date
OGS issues Request for Proposal (RFP) #1691	August 12, 2011
Mandatory Site Visit - Date and Time	September 6, 2011 @ 10:00 AM
Bidder Question Deadline	September 8, 2011
OGS Issues a Response to Questions	September 13, 2011
Bid Due Date to OGS	September 22, 2011
Contract Start Date	Upon OSC Approval

2. Bid Submission

2.1 RFP Questions and Clarifications

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

Beth Maus
OGS Division of Financial Administration
40th Floor, Corning Tower, ESP
Albany, NY 12242
Phone: 1-518-474-5981
Fax: 1-518-473-2844
e-mail: beth.maus@ogs.ny.gov

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

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

2.2 Bid Format and Content

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

1. **Cover Letter.** The cover letter must confirm that the bidder understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP. Further, that should the contract be awarded to your company, you would be prepared to begin services on the date indicated in Section 1.5 – Key Events. The cover letter must include the full contact information of the person(s) NYS OGS shall contact regarding the bid and must also include the name(s) of principal(s) of the company responsible for this contract, their function, title and number of years of service with company. A bidder representative authorized to make contractual obligations must sign the cover letter. The letter must also state whether or not subcontractors will be used, and the name and address of each proposed subcontractor.
2. **Minimum Qualifications.** Bidders must submit information to confirm their ability to meet the minimum qualifications to provide the services requested in this RFP as set forth in Section 1.3 – Minimum Bidder Qualifications.
 - a) Proposer shall provide a list of three (3) Office Buildings currently/recently being serviced by the Proposer including one (1) of which must exceed 200,000 interior gross square feet, which the Proposer has maintained for three (3) consecutive years. Services provided by Proposer for these buildings must be as a full building system's operations and maintenance contractor.

Bidder shall provide the following reference data for each of the listed facilities being maintained by the Bidder/Bidder's company.

The reference data must include:

- ✓ The type/usage of building;
- ✓ The building's interior gross square footage;
- ✓ Contract term/duration;
- ✓ Building owner/contract client name;
- ✓ Client contact person;
- ✓ Contact person's title, address, and telephone number.

- b) Bidder must provide adequate documentation that each engineer meets the requirements stated in Section 1.3 – Minimum Bidder Requirement. Provide the names of individuals proposed as Chief Engineer and Operating Engineer, a copy of the license(s) held by each individual and a resume or statement of experience for each individual.
 - c) Location information confirming the ability to meet the requirement of Section 1.3 (c).
3. **Plan of Operation/Staffing Plan.** Any additional engineers and / or mechanics the bidder's deem necessary should be included in their Plan of Operation / Staffing Plan.
- a) **Operational Plan**
 - **Methodologies - Provide a detailed outline of plans and approach for providing all services required by the Scope of Work section of this RFP. This detail should include specific information containing the following:**
 - What are the latest technologies and equipment being utilized by your company that you propose to utilize within this RFP?
 - Your plan of approach to the services described in this RFP
 - Will work be performed by specialized teams?
 - Computerized Maintenance Management System. Provide details of the system you proposed to use.
 - Detail the firm's capability and plan for responding to emergencies.
 - **Equipment/Supplies - List of equipment that will be utilized for this contract. Provide a complete inventory that will be stored on-site including:**
 - Equipment manufacturer's name, model number.
 - Describe any data and support you may require of the State.
 - b) **Staffing Plan**
 - **On-Site**
 - Provide proposed staffing plan, detailed to include scheduled shifts and hours of the required engineering staff as well as any additional staffing proposed. Plan must also detail how you propose coverage in the event of vacation, sick days, etc.
 - The plan must describe the role of each proposed staff.
 - Submit resumes for all proposed on-site staff.
 - Proposed plan for staffing after-hours events.
 - **Off-Site**
 - Provide description of how the on-site staff is supported by the company, including the roles and locations of the personnel providing support.
 - Provide a listing of key management personnel from the company that will oversee the contract. Include resumes and role of each.
 - Submit a description of corporate training programs provided to proposed staff.
 - c) **Subcontractors**
 - **Role of any proposed subcontractors and detail of the services they will provide.**
4. **Pricing.** Bidder shall submit a completed Attachment 1 - Cost Proposal Form.
5. All other required completed forms from Appendix B.

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

2.3 Bid Preparation

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

2.4 Packaging of RFP Response

Please submit four (4) originals of Attachment 1 - Cost Proposal Form clearly marked **“Cost Proposal” in a separate sealed envelope** from the technical proposal. No overt statements about costs shall be included in the technical proposal.

Submit a total of eight (8) copies of the technical proposal.

Also, submit one (1) original and three (3) copies of all other documents found in Appendix B – Required Forms, as well as any bid addenda.

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

- Bidder's complete name and address
- Solicitation Number – 1691 (this document)
- Bid Due Date and Time: (as indicated in Section 1.5 - Key Events)
- Bid for Building Systems Operation and Maintenance at the Adam Clayton Powell SOB, New York, NY

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

2.5 Instructions for Bid Submission

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

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

**OGS Financial Administration, Contract Unit
Empire State Plaza, Corning Tower, 40th Floor
Albany, NY 12242
Attn: Beth Maus
Bid # 1691**

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

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

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

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

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

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

transmittal, including couriers or agents of the bidding entity shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather, or security procedures for parking and building admittance shall not excuse late Bid submissions. Bidders are cautioned that receipt of bids in the 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.

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

Important Building Access Procedures for Delivered Bids:

Building Access procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering bids. Vendors are encouraged to pre-register by contacting the OGS Finance Office at 518-474-5981 at least 24 hours prior to the bid opening. Pre-registered visitors are to report to the visitor desk located at the Concourse level of the Corning Tower. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

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

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

<http://www.ogs.state.ny.us/parking/forVisitor/visitor.html>

3. Administrative Information

3.1 Issuing Office

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

3.2 Method of Award

Award shall be made to the responsive and responsible vendor who has the best value proposal.

Upon determination of the best value proposal, a contract will be delivered to the successful proposer for signature and shall be returned to the issuing office all necessary State approvals. Upon final approval, a completely executed contract will be delivered to the contractor.

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

3.3 Price

The Base Bid amounts shall be inclusive of all preventative maintenance labor, material, equipment and appurtenant costs including travel, licenses, insurance, administrative, background checks, profit and other ancillary costs.

Base Price (Part A) shall be represented as a monthly charge for all services identified herein.

Additional Services (Part B) shall be represented as an hourly rate for labor, and markup percentage to be applied to material costs.

3.4 Term of Contract

This contract will commence upon OSC approval and will be in effect for five (5) years.

The State of New York retains the right to cancel this contract for convenience, provided that the Contractor is given at least thirty (30) days written notice of OGS' intent to cancel. Any cancellation by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this RFP and no liability shall be incurred by or arise against OGS, its agents and employees therefore for lost profits or any other damages resulting there from. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. See Section 6.13 – Termination.

3.5 Price Adjustment (Escalation / De-escalation)

The Contractor is to submit a bid that will be fixed for one (1) year only. On each anniversary date of the contract, the Contractor will be granted an increase or decrease in their bid, dependent upon fluctuations in the Consumer Price Index for All Items, for New York State and Northern New Jersey as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at www.bls.gov/ro2/home.htm. The adjustment will apply to the monthly base bid price (Part A), and the hourly rate for additional services (Part B). The material markup percentage (Part B) will remain unchanged.

The 'base' month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month CPI for each applicable year and will become effective in the anniversary month. For example, if the contract is awarded in September 2006, the 'base' month will be June. If the contract allows for an adjustment after the first year, it would be based on the difference between the June 2006 CPI and the June 2007 CPI and become effective in September 2007. 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, 40th 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

1. Base Bid Payments

Invoices for payment shall be submitted at the end of each month for services satisfactorily completed during that month, on a Company Invoice or New York State Standard Voucher.

2. Additional Services Payments

Additional services shall be first pre-approved and a letter authorizing the work shall be provided by OGS. When the work is successfully completed and approved by the Facility Manager, Contractor shall submit an Invoice or a Standard Voucher for payment with the work authorization letter and any supporting documentation as required attached. (See Section 5.4 – Additional Services)

Invoices will be processed in accordance with established procedures of the Office of General Services and the Office of the State Comptroller (OSC) and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Each invoice **must** be itemized and include the following information: Contract ID number (i.e.: C00XXXX); Company FEIN; Date; Time and location; actual number of hours worked; a detailed description of services performed; and itemized costs for services provided. (Also see Reporting Requirements in Section 5.10)

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

All Invoices or Vouchers are to be submitted for payment to:

The Claims Unit
Office of General Services
Division of Financial Administration -or- claimsunit@ogs.ny.gov
Empire State Plaza Station
P. O. Box 2117
Albany, New York 12220-0117

Also, A copy of the Invoice/Voucher must be forwarded to the Facility Manager.

3.7 Electronic Payments

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at

www.osc.state.ny.us/epay/index.htm , by e-mail at epunit@osc.state.ny.us , or by phone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Please note that in conjunction with New York State's implementation of a new Statewide Financial System, the Office of the State Comptroller requires all vendors doing business with New York State agencies to complete a substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

3.8 Liquidated Damages

Should the Contractor fail to supply the minimum number of worker hours during a weekly period, as enumerated in terms detailed in the accepted proposal , Contractor may be assessed liquidated damages against the amount invoiced 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 meets or 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 the additional services hourly rate for each of the deficient worker hours.
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 accepted proposal. . It is advised that the Contractor include additional qualified staff on its roster in order to insure that the minimum daily work hours are provided.

3.9 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.

3.10 Bid Exceptions

The Issuing Office will consider all requests to waive any bid requirement. However, bidders should be aware that failure to obtain a waiver of any bid requirement in advance of bid submission could result in rejection of Bidder's bid and disqualification from the bidding process. Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the 'Questions Due Date' as identified in Section 1.5 – Key Events. The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either via addendum (if the response results in a change to the RFP), or directly to the requesting vendor.

3.11 Dispute Resolution

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

3.12 Examination of Contract Documents

- Each Bidder is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
- Each Bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the state as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. The Bidder, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed itself prior to bidding.
- Any addendum issued prior to the bid due date must be acknowledged by signature, dated and be submitted on or before the bid due date. In awarding a contract any written addenda will become a part thereof.
- Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, shall become a part of the contract.

3.13 Prime Contractor Responsibilities

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

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

3.14 Inspection of Books

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

3.15 Glossary of Terms

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

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

"Request for Proposal" or "RFP" shall mean this document.

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

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

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

3.16 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

Request for Proposal No. 1691
Building Systems Operation & Maintenance
@ the Adam Clayton Powell SOB in Harlem, NY

persons. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this RFP, refer to this RFP.

4. Evaluation and Selection Process

4.1 Proposal Evaluation

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

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 proposals provide oral presentations in Albany, NY, covering the major points of their proposals. The presentations 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 technical evaluation committee will subsequently evaluate and score each responsive proposal for items a–c listed below. OGS reserves the right to check references.

OGS Division of Financial Administration will evaluate all cost proposals from responsive Proposers. The cost proposal with the lowest total fee encompassing Part A plus Part B of the Cost Proposal 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 technical evaluation committee for items a-c.

The final 10 possible points, (refer to item E listed below) will be awarded to the responsive Proposers, by an OGS Executive Management Review Committee, the membership of which will be designated by the OGS Commissioner or his designated representative. The points awarded by the Executive Management Review Committee will be added to each Proposer's score based on items a–d.

Scores from each of the Proposers, including items a-e 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 (15%)

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 (40%)

Each Proposal will be evaluated as to the completeness of and the extent to which the operational information 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.

e. EXECUTIVE REVIEW (10%)

This will be based upon factors that include the Executive Management Review Committee's appraisal of the Proposer's level of experience, flexibility, presentation format of the proposal and acceptability of proposed plan of operation. In addition, consideration will be made to whether the Proposer can perform for the proposed costs while maintaining adequate levels of service and quality service over the full term of the contract.

Proposers are encouraged to include all information that may be deemed pertinent to their proposal. Proposers may be requested to provide clarification based on the State's evaluation procedure. Any clarification will be considered a formal part of the Proposer's original

proposal. If further clarification is needed during the evaluation period, OGS will contact the Proposer.

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 approval from the Issuing Office.

5. Detailed Scope of Work/Service Requirements

5.1 Scope of Contract

The purpose of this Request for Proposal (RFP) is to provide for **Full Service Operation and Maintenance** of the following building systems at the **Adam Clayton Powell State Office Building, 163 West 125th Street, New York, NY:**

- ❖ Fire Pump(s)
- ❖ Sprinklers/Standpipes
- ❖ HVAC Systems
- ❖ Domestic Water System
- ❖ Sewage Discharge Pump(s)
- ❖ Energy Management System (EMS)
- ❖ Backup Diesel Generator
- ❖ Plumbing
- ❖ Electrical
- ❖ Carpentry

The Contractor shall furnish and install (provide) all labor, materials, parts, and equipment necessary to properly and completely operate and perform preventative maintenance on the building systems included herein. Contractor shall be compensated for such services as bid herein under base bid operation and maintenance services.

In addition, the Contractor shall provide repairs and upgrades (remedial maintenance), as well as emergency services as required to maintain the integrity of the systems and shall be compensated as Additional Services as bid herein where applicable.

It is common for activities to be scheduled in the building beyond Normal Hours of Operation, as noted above. Contractor shall provide appropriate staff coverage (as previously approved by the facility manager) during these additional hours of operation and shall be compensated as Additional Services as bid herein.

5.2 List of Equipment to be Serviced

The building systems and equipment listed below consists of the major components and parts of the building system(s) to be serviced. The Contractor shall also be responsible for all other components not specifically listed that are supplemental to and a part of the operation of the overall system(s) for the Facility. Bidders must personally verify all of equipment listed.

Contractor shall be responsible for compiling a complete list of facility equipment categorized by system within the first ninety (90) days of the contract. This list must be maintained on Contractor's computerized maintenance management system and updated throughout the contract term. The equipment list shall also include preventive maintenance schedules for each item and be easily accessible for the OGS facility manager's review and approvals.

Building Systems To Be Maintained:

- ❖ Fire Pump(s), Sprinklers/Standpipes
- ❖ Testing as required

HVAC System(s)

- | | |
|------------|-------------------------|
| ❖ Chillers | ❖ Plumbing |
| ❖ Boilers | ❖ Electrical |
| ❖ Pumps | ❖ Electronic Contactors |

- ❖ Cooling Tower(s)
- ❖ Air Handlers
- ❖ Induction Units
- ❖ Water Treatment Equipment
- ❖ Fuel Lines
- ❖ Electronic Controls
- ❖ Energy Management System (EMS)
- ❖ Motor Starters
- ❖ Vibration Eliminators
- ❖ Instrumentation Components
- ❖ Pneumatic Controls
- ❖ Duct Work & Flex Connections

Part of the preventive maintenance will be setting up and maintaining approved water treatment programs for the Facilities hot/chilled and condenser water systems.

Domestic Water System

- ❖ Domestic Water Heater(s)
- ❖ Domestic Water Pumps
- ❖ Domestic Water Piping
- ❖ Domestic Gravity Tank (draining and refilling)
- ❖ Electrical Controls

Sewage Discharge Pump(s)

- ❖ Electrical Controls

Energy Management System (EMS)

- ❖ Electronic Controls – Not limited to normal calibration, repair and/or replacement (purchase by State),
- ❖ Contractor is expected to attend quarterly energy meetings and is expected to affect any change in operation of a control system(s) to accommodate change.

Backup Diesel Generator

- ❖ Emergency Generator - The diesel generator used for emergency power purposes shall be operated, maintained and exercised as per its operating manual under this contract.

5.3 Service Requirements

1. If, while inspecting or servicing a piece of equipment the Contractor finds that a major repair is required, the Contractor shall immediately notify the Facility Manager of such requirements and shall effect repair only after authorized to do so by the Facility Manager. Any such repairs will be done on a time and material basis as specified herein and shall be noted on a timely written report. (Also see Section 5.4)
2. Minimum time and scheduling requirements shall be determined by the manufacturer's maintenance and repair recommendations, the latest edition of the Maintenance Engineering Handbook, and available historical data.
3. All maintenance and repairs will interfere as little as possible with State operations. It is the Contractor's responsibility to schedule any work under this contract with the Facility Manager.
4. The State acknowledges that some major repairs, if required and parts therefore, may be difficult to obtain. However, the contractor must make every effort to keep equipment downtime to a minimum. This shall include, but not necessarily be limited to:
 - a. The use of substitute parts or other modifications to keep the equipment running until the appropriate replacement parts can be obtained. (requires OGS approval)
 - b. Expeditious transport at **no cost** to the State of parts that may be available elsewhere.

5. All parts and materials shall be completely guaranteed for ninety (90) calendar days. Any additional replacement of parts within the ninety (90) day guarantee period shall be done at no cost to the State for either parts or labor.
 6. The Contractor agrees to provide full operation and maintenance services to the State for all the building systems indicated herein this solicitation. These services shall include:
 - a. Operation maintenance of existing building systems,
 - b. Perform scheduled preventive maintenance, as per equipment manufacturer's guidelines.
 - c. Unscheduled service/repairs and other services as required to; diagnose, prevent, or repair/replace all malfunctions, breakdowns, or worn out parts in the system.
 - d. Provide emergency service, on an as needed/requested basis. When requested, onsite 24/7 – 365 emergency services required.
 7. The Company agrees to implement and maintain a Computerized Maintenance Management System at the Company's sole cost and expense. The system will be used by the Company to include but not be limited to work order management (including preventative maintenance schedules), project tracking, inventory tracking and report generation. If OGS requires the Company to use the OGS Computerized Maintenance Management System – AiM (Intelligence in Asset Management) by Asset Works, Inc; OGS will provide the necessary computer, the connections, the software installation, the licensing, and training for the Company's staff.
 8. Contractor shall formulate a preventive maintenance schedule in accordance with manufacturer's printed literature and applicable codes, rules and regulations.
- Note: All equipment inventories, maintenance schedules, and parts inventories are subject to the approval of the Facility Manager after which a copy will be provided to the Facility Manager.***
9. The Contractor will develop and maintain a log on the general conditions of all the system(s) equipment. The log shall include:
 - a. All schematic drawings for the system equipment, showing changes, additions, or modifications to the original configuration which changes, additions, or modifications have been made or performed by the Contractor since the equipment was originally installed at the building,
 - b. All maintenance efforts performed on the system pursuant to this agreement,
 - c. Regular written notations by the Contractor's onsite personnel which shall specifically document changes in the condition of that equipment as referenced to past operating reports.
 - d. The log shall remain at the building in the possession of the Facility Manager and shall be updated by the Contractor/Contractor's representative with each service call. The log and all schematic drawings shall at all times be deemed to be the property of the State.
 10. Details of service not explicitly stated in this solicitation, but necessarily attendant thereto, is deemed to be understood by the Contractor as included herein. All work shall be performed in accordance with applicable laws, codes, rules, regulations, standards, and manufacturer recommendations, whichever are more restrictive.

Note: Contractor is expected to service equipment in accordance with the printed maintenance literature for each service component. As previously stated, the responsibility for obtaining this literature is the Contractor's.

11. Minimum Chiller Maintenance

- a. Monthly water treatment as required shall include:
 - i. Analyze water in each of the water systems - hot/chilled and condenser systems - and prescribe a water treatment to be approved by the Facility Manager.
 - ii. This treatment is required to minimize scale and corrosion of these systems.
 - iii. It is understood that if the prescribed treatment proves to be inadequate, the Contractor is responsible for modifying the plan accordingly.

12. Annual Oil and Refrigerant analysis as required

Used Oil and Refrigerant:

Annual Oil and Refrigerant Analysis Report which will include the current conditions and recommendations of each.

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

13. Eddy Current Test:

- a. Testing must be performed within the first 90 days of contract award and every 3 years thereafter. The primary objectives of the Eddy Current Test for the condenser and cooler tubes in the chillers are:
 - iv. To monitor the existence of damaging mechanism like corrosion, erosion, stress cracking, vibration wear, fatigue, or chemical attacks inside and outside of the tubes;
 - v. To detect existence of inside diameter pitting, tube support wear, stress, corrosion cracks, fatigue cracking, or freeze bulging and cracking;
 - vi. To analyze the findings of the test and determine necessary corrective measures to be taken to prevent possible tube failures, which could disable the chiller.

The Eddy Current instrument, the oscilloscope and the recorder shall have been calibrated within 12 months prior to the inspection. Contractor shall have an established calibration procedure and make calibration records available, if requested by OGS.

- b. Personnel Required for Test:

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

- c. Analysis of Results and Reporting:

- vii. The data for each tube shall be evaluated and recorded on suitable data sheets, as the tubes are inspected, to assure timely corrective action. An approximate percent and thousandths of an inch wall loss shall be determined for each tube inspected and entered in the data sheets, together with the type of damage (i.e.: pitting, wear, external corrosion, etc.) recorded, and the location of the damage along the tube length. This information is considered vital in defining cause and corrective actions.
- viii. Tubes considered potential leakers shall be marked on the unit at the time of inspection to facilitate corrective action.
- ix. At the time of this analysis and data accumulation the State of New York may have the Contractor effect any repairs or replacement of defective tubes.
- x. A final report shall be submitted, in duplicate, within 15 days of the completion of the inspection. The report shall include, as a minimum:
 - ❖ An introductory statement, identifying the serial number of the unit inspected, date of inspection, location and any other pertinent background data.
 - ❖ A numerical, tabulated summary of the inspection results and a written summary descriptive of the results.
 - ❖ A plot of the results, on a tube sheet layout drawing or sketch.
 - ❖ Typical Eddy Current records (strip-charts), illustrating the type and distribution of damage encountered.
 - ❖ Detailed descriptions of the tube numbering system, sufficient that any future damage can be easily related to prior inspection results.
 - ❖ Detailed inspection equipment calibration information such that the results of re-inspections can be correlated with previous inspections. This will include specifying equipment used, calibration tube details, instrument setting, and sensitivities utilized.
 - ❖ Data sheets for all tubes inspected. Original copies of the strip-chart records for all tubes shall be forwarded with the report, but need not be bound with the reports.
 - ❖ Recommendations for corrective measures to prevent tube failures.
 - ❖ A list of those tubes, which may have been replaced. The reports shall be approved by the Level III person or professional engineer who supervised the onsite.

NOTE: Strip charts are required only for tubes where wall loss is estimated to be 20% or greater.

14. Electronic Controls - Energy Management System:

- a. This Contract calls for, but is not limited to normal calibration and repair and/or replacement (purchase by State) of the controls in accordance with the printed literature.

- b. Personnel from the Contractor are required to attend quarterly energy strategy meetings with appropriate OGS representatives.
- c. Contractor's personnel are expected to affect any changes in operation of the control systems to reasonably accommodate new energy strategies developed at these meetings.

5.4 Additional Services

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

The contractor shall prepare a quote for the facility manager. For Additional Service work performed by Contractor's on-site staff, the quote must detail the scope of services, whether any subcontractors will be used, proposed timeline for completion, number of hours times hourly rate bid, materials times % markup bid, and any other information or options that the state should consider. If subcontractors are to be used, the process detailed in the Subcontractors clause (See Section 6.9) herein must be followed.

The facility manager will request approval from the OGS Real Property Management Group Director or designated representative. Upon approval, a letter authorizing the work will be issued. A copy of the authorization letter must accompany the invoice for any Additional Services

Prior authorization by the Facility Manager or his/her designee is required for all work considered as Additional Services. Documentation is required to verify costs. Unauthorized repairs shall at the Contractor's expense.

The building hosts events on a regular basis some of which will continue after the end of the normal hours of operation. Building manager will notify the contractor of days where the building systems will need to be operated and staffed after the hours listed in Section 5.6 – Staffing Requirements and Responsibilities.

5.5 Emergency Services

Emergency service shall be provided, as needed on a twenty-four (24) hour, seven (7) days a week basis. Any emergency responses are to be handled by the same operating engineers as outlined herein. To ensure the State that the Contractor will respond promptly, the Contractor agrees to provide an emergency telephone service on a twenty-four (24) hour, seven (7) days a week basis. From the time of the call by OGS, the Contractor has a maximum of one (1) hour to respond onsite to this call.

Upon resolution of the emergency, if Contractor determines that the service rendered should be considered as an Additional Service, Contractor shall submit documentation to OGS stating their position. OGS shall review and provide an OGS determination to the Contractor. If OGS deems that all or part of the emergency service is in fact considered an Additional Service, then payment provisions for Additional Services shall apply.

5.6 Staffing Requirements and Responsibilities

The building operating hours are typically Monday – Sunday from 7 AM through 10 PM, except State Holidays. The building's peak business hours are typically Monday – Friday from 9 AM through 5 PM. Contractor shall provide operating engineers during typical operating hours. At least one chief engineer shall be provided during typical peak business hours. Contractor shall adjust Contractor's staff's shifts where requested and approved by the Facility Manager to meet the needs of the facility.

These engineers will be responsible for all operational and maintenance duties as directed by the Facility Manager. These duties may include, but are not limited to such things as starting and stopping system equipment, monitoring gauges or alarms, and reporting changes in operating conditions to the Facility Manager and, if necessary, taking appropriate action to react to these conditions. There may be a need for coverage outside of the 7 AM – 10 PM coverage times. Any such coverage will be billable as additional services. (See Section 5.4 – Additional Services)

Note: The Facility Manager shall have the discretion to manage and adjust the shift times to provide this coverage. Adjustments must stay within the total number of weekly hours.

In order to fulfill the responsibilities of the position, all operating engineering staff must be experienced in operation and/or maintenance of the following systems:

- ❖ Central refrigeration plant operations
- ❖ Cooling towers
- ❖ Generators
- ❖ UPS systems
- ❖ Automatic Transfer Switching systems (elec)
- ❖ General electrical application
- ❖ Automated Building Management Systems
- ❖ Fire panel / fire safety systems (i.e. standpipe, sprinklers, etc)
- ❖ Boilers
- ❖ Air Handling Units / VAV applications
- ❖ Direct expansion systems
- ❖ Lighting systems
- ❖ Plumbing systems (fixtures, ejectors, etc)
- ❖ Basic carpentry, electrical, plumbing, etc

The Chief Engineer shall be additionally responsible for:

- a) Generate monthly status reports including but not limited to:
 - ❖ Equipment status
 - ❖ Work order management reports
 - ❖ Operating, emergency, evacuation plans (updates)
 - ❖ Preventive Maintenance (accomplished and forecast)
 - ❖ Other Reports as requested by OGS
- b) Subcontractor Management
- c) The Chief Engineer will be designated as point of contact, supervise all other contractors staff, and have full authority to act on the behalf of the contractor.

Contractor's employees, including but not limited to supervisors, 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, shall be understood to mean that service was not performed. Also see Section 3.8 – Liquidated Damages.

The OGS expects that all Contractor services will be conducted diligently and effectively. Further, it is expected that:

- Contractors staff assigned any work shall conduct themselves in a professional manner with OGS staff and with the General Public.
- All contractor staff shall comply with all rules and requirements of this solicitation, including prohibiting the use of drugs and alcohol prior to or during any work performed under this contract (See Section 5.7 – General Requirements).

- All personnel provided, shall have adequate experience, training and license, if applicable, for the function(s) being performed. If OGS determines that the personnel provided are not of adequate experience, then OGS has the right to request, and the contractor shall provide satisfactory substitute personnel.
- Contractors staff assigned for any work are considered employees of that contractor, and as such are not State employees and not eligible for any NYS benefits.

Uniforms and Security Badges

All Contractor employees must be provided with company uniforms containing an identifiable company logo. The uniform requirement will at a minimum be an identifiable shirt or smock and must be worn at all times while on premises performing duties.

OGS ID badges will be strictly required and must be prominently displayed at all times by all employees performing work on State premises. OGS will provide the ID badges to the Contractor at a cost of \$10.00 per employee. If a replacement badge is needed for one which is lost there is a \$20.00 replacement cost. These badges are obtained from the Department of Motor Vehicles system for all employees with a driver license or non driver ID. Employees who do not have either a New York State Driver's license or non driver ID will be required to obtain one in order to process the ID.

Note – There is a process for obtaining ID Badges, which will be discussed at the initial job meeting upon award.

5.7 Drawings and Wiring Diagrams

1. Prospective Contractors are advised that the Office of General Services may have in its possession some wiring diagrams or drawings of the system outlined herein.
2. During the course of this contract, in instances where the Contractor is aware of misrepresented drawings or the lack thereof, the Contractor is required to notify OGS and to provide the correct detailed information so that OGS can update the drawings.

5.8 Preventive Maintenance

1. Preventive maintenance shall be provided for entire system components as generally described and which includes but is not limited to the following services:
 - a. Checking performance of all systems and components.
 - b. Examining adjusting, calibrating and cleaning all system components.
 - c. Lubrication as required.
 - d. Replacement of components or parts that are part of routine maintenance, ie replacement of an oil filter is part of routine maintenance and not a system repair or replacement.
 - e. Performing all services to keep the systems operating.
2. All maintenance tasks should be performed in accordance with a Preventive Maintenance Program based on the specific equipment, age of equipment, and hours of system operation. The Preventive Maintenance Program will also include the following items to be performed annually:
 - a. One (1) spring start-up inspection to be **completed by April 1st**.
 - b. Eight (8) operating inspections.
 - c. One (1) fall maintenance inspection.

All maintenance reference above must be followed in accordance with the operating and procedure manual(s) for all related equipment.

3. In addition to semi-annual maintenance inspection of each piece of equipment, all Preventive Maintenance required by manufacturer must be performed. Master records of such maintenance schedules shall be kept by the Contractor and adhered to. A copy of the maintenance schedule shall be provided to the Facility Manager within 90 days after award of contract.
4. The Contractor shall have in his possession the manufacturer's specified maintenance and repair procedures and complete parts list for all equipment to be maintained and produce same when requested.
5. It will be the Contractor's responsibility to obtain specific literature for each piece of equipment and to develop equipment specific forms that detail the preventive maintenance. These forms and schedules are subject to approval by OGS Real Property Management and must be submitted within two (2) months after commencement of contract. Once initial approval is obtained, these forms shall be filled out as work is performed including but not limited to emergency repair service work, and shall be submitted to the Facility Manager as a permanent record.
6. It is expected that the Contractor will inventory the equipment prior to submitting the bid. It is required that the Contractor will perform all maintenance and inspections on the equipment in accordance with the recommendations for frequency and procedure according to applicable laws, codes and standards including but not limited to manufacturers recommendations.
7. It is the intent of these specifications to provide all maintenance complete in every respect. The Contractor understands that details of service not explicitly stated in these specifications, but are necessarily attendant thereto, are included herein.
8. The Contractor shall be compensated as Additional Services for repairs or replacements necessitated by proven negligence or misuse by persons other than the Contractor. In addition, Contractor shall be compensated as Additional Services for service and parts required as a result of acts of God or for modifications or alterations to the system(s). Such repairs or replacements shall be paid for at the time and materials rate bid. No such repairs shall be made unless authorized in writing per Section 5.4 – Additional Services. The State retains the right to accomplish such repairs and/or replacements or modifications by other means, such as competitive bidding, if deemed in the best interest of the State.
9. The Contractor is responsible for notifying the Facility Manager of the existence or development of any defects in, or repairs required to, any systems included in this scope of work, which it does not consider to be its responsibility under the terms of the contract resulting from this Request for Proposal. The Commissioner reserves the right to make the final determination concerning the responsibility for such defects, corrections, or repairs

5.9 Parts and Device Inventory and Replacement

The Contractor will work with OGS facility management to ensure there is sufficient replacement parts and devices to satisfactorily maintain each system described herein in order to prevent periods of inoperability of any equipment or system. The Contractor is responsible for doing an equipment inventory in the first thirty (30) days of the contract. The Contractor shall have at his disposal the original manufacturer's replacement parts list, specified maintenance and repair procedures and produce same when requested.

It is understood that there may be some equipment turnover during the term of this contract with old equipment removed and/or new equipment added. Contractor shall modify their preventative maintenance schedules accordingly.

5.10 OSHA

Occupational Safety & Health Administration Training Requirements

OGS Facility Manager's Obligations

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

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

Contractor / Contract Employee Obligations

A. General Contract Obligations:

Prior to or upon first reporting to the work location for assignment, the Contractor/Contractor employee(s) and employees of Sub-Contractors must present to the OGS Facility Manager proof of completion of the OSHA required training for the following six (6) topic areas including but not limited to:

- 1) Asbestos Awareness,
- 2) Lead Awareness,
- 3) Affected Person Lockout/Tagout,
- 4) Hazard Communication,
- 5) Confined Space Awareness,
- 6) The use of Personal Protective Equipment.

B. Specific Field-of-Work Requirements:

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

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

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

5.11 Administrative and Reporting Requirements

1. Contract Meetings:

- a. The Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of it shall be included in the base bid price.
- b. 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. This meeting shall include:

- i. The Contractor's submission of a schedule of work to be reviewed and approved by the Facility Manager.
 - ii. A review of all Facility use rules.
 - iii. An introduction for each respective organization, chain of command, etc.
- c. Unless otherwise directed, there shall be periodic job meetings for the following purposes:
 - i. Review job progress, quality of work, and approval and delivery of materials.
 - ii. Identify and resolve problems, which impede planned progress.
 - iii. Coordinate the efforts of all concerned so that the contract progresses on schedule to on-time completion.
 - iv. Maintain a sound working relationship between the Contractor and the Facility Manager, and a mutual understanding of the contract.
 - v. Maintain sound working procedures.

2. Reporting Requirements:

- a. Unless otherwise directed, the Contractor shall provide an updated report, which shall be attached to each invoice. This report shall detail all work completed during the invoice period and shall compare scheduled work versus actual work completed. The format and content of all reports shall be subject to the approval of OGS.
- b. The above monthly work schedule report shall include:
 - i. Schedule of when work is done - date, time, etc.
 - ii. Specific information of what work was done.
 - iii. The number of workers utilized and hours worked.
 - iv. Copies of each worker's time cards and log sheets
- c. All reports must be available in electronic format within five (5) days following the reporting period unless otherwise directed by the Facility Manager.
- d. Copies of each fire system (sprinklers, fire pumps, standpipes, etc.) testing reports will be given to the Facility Manager upon completion. All fire system testing will be performed by New York City codes, rules, and regulations.

5.12 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. <http://www.treas.gov/offices/enforcement/ofac/sdn/index.html>. The following link has a PDF file of a list of SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - 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 immediately. 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.

5.13 Security Procedures

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

5.14 Prevailing Wage Rate Advisory Notice

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

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

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

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

Prevailing wage rates schedule applicable to this contract (PRC# 2011006946) are attached hereto as Appendix D. The actual rates are subject to change throughout the contract term. The Contractor will be required to pay the rates in effect on the date services are performed. The current schedule is effective from July 2011 through June 2012. 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.

6. Contract Clauses and Requirements

6.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated June 2011, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix A
2. Contract
3. OGS RFP Number 1691 (This Document) Including any addenda
4. Selected Contractor's Bid

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/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <http://www.ogs.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, 40th Floor, Empire State Plaza, Albany, New York 12242 and shall name The People of the State of New York, its officers, agents, and employees as additional insureds there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 10 11 85). The additional insured requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

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

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

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

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

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

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

a) Commercial General Liability Insurance with a limit of not less than **\$5,000,000 each occurrence**. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

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) 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.

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.

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.

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.

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.

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.

f) WORKERS' COMPENSATION / DISABILITY INSURANCE:

Workers' Compensation, Employer's Liability, and Disability Benefits meeting all New York State statutory requirements are required. If coverage is obtained from an insurance company through an insurance policy, the policy shall provide coverage for all states of operation that apply to the performance of the contract. In addition, if employees will be working on, near or over navigable waters, coverage provided under the US Longshore and Harbor Workers' Compensation Act must be included. Also, if the contract is for temporary services, or involves renting equipment with operators, the Alternate Employer Endorsement, WC 00 03 01A, must be included on the policy naming the People of the State of New York as the alternate employer.

PROOF of COMPLIANCE WITH WORKERS' COMPENSATION COVERAGE REQUIREMENTS:

ACORD forms are NOT acceptable proof of workers' compensation coverage.

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, contractors shall:

A) Be legally exempt from obtaining workers' compensation insurance coverage;

or

B) Obtain such coverage from insurance carriers;

or

C) Be a Board-approved self-insured employer or participate in an authorized self-insurance plan.

Contractors seeking to enter into contracts with the State of New York shall provide one of the following forms to the Office of General Services at the time of bid submission or shortly after the opening of bids:

Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required which is available on the Workers' Compensation Board's website (www.wcb.state.ny.us);

or

B) Certificate of Workers' Compensation Insurance:

1) Form C-105.2 (9/07) if coverage is provided by the contractor's insurance carrier, contractor must request its carrier to send this form to the New York State Office of General Services;

or

2) Form U-26.3 if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to the New York State Office of General Services;

or

C) Certificate of Workers' Compensation Self-Insurance - Form SI-12, available from the New York State Workers' Compensation Board's Self-Insurance Office;

or

D) Certificate of Participation in Workers' Compensation Group Self-Insurance Form GSI-105.2, available from the contractor's Group Self-Insurance Administrator.

PROOF of COMPLIANCE WITH DISABILITY BENEFITS COVERAGE REQUIREMENTS:

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, contractors shall:

A) Be legally exempt from obtaining disability benefits coverage;

or

B) Obtain such coverage from insurance carriers;

or

C) Be a Board-approved self-insured employer.

Contractors seeking to enter into contracts with the State of New York shall provide one of the following forms to the Office of General Services at the time of bid submission or shortly after the opening of bids:

A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required which is available on the Workers' Compensation Board's website (www.wcb.state.ny.us);

or

B) Form DB-120.1, Certificate of Disability Benefits Insurance. Contractor must request its business insurance carrier to send this form to the New York State Office of General Services;

or

C) Form DB-155, Certificate of Disability Benefits Self-Insurance. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

All forms must name the Office of General Services – Financial Administration, 40th 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).

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

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

6.5 M/WBE & EEO Requirements

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

In accordance with Article 15-A of the New York State Executive Law and regulations adopted pursuant thereto, OGS may establish separate goals for participation of New York State Certified minority and women-owned business enterprises, at the time of the acquisition, if the acquisition will result in a State contract (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. As a condition of award of the Contract, the Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women and for the facilitation of minority-and women-owned business.

Equal Employment Opportunity Requirements

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

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

Business Participation Opportunities for New York State Certified Minority- and Women-Owned Business Enterprises (MWBE)

For purposes of this procurement, OGS hereby establishes a goal of 10% for Minority-owned Business Enterprises (MBE) participation and 10% for Women-owned Business Enterprises (WBE) participation (collectively referred to as MWBE). A Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this contract and Contractor agrees that OGS may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/MWBE.html>

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

In accordance with 5 NYCRR §142.13, Offeror/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, Offeror/Contractor agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Offerors are required to submit a Utilization Plan on Form MWBE 100 with their 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 M/WBEs after the Contract Award and during the term of the Contract must be reported on a revised M/WBE Utilization Plan and submitted to OGS.

- B. OGS will review the submitted MWBE Utilization Plan and advise the Offeror of OGS' acceptance or issue a notice of deficiency within 20 days of receipt.
- C. If a notice of deficiency is issued, Offeror agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the OGS Office of Minority and Women-Owned Enterprises, [35th Floor, Corning Tower, Empire State Plaza, Albany, New York 12242 Phone: (518) 473-7083 Fax: (518) 486-2679], 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 Offeror and direct the Offeror to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form MWBE101/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 an Offeror as being non-responsive under the following circumstances:
 - a) If an Offeror fails to submit a MWBE Utilization Plan;
 - b) If an Offeror fails to submit a written remedy to a notice of deficiency;
 - c) If an Offeror fails to submit a request for waiver; or
 - d) If OGS determines that the Offeror has failed to document good faith efforts.

An Offeror who documents good faith efforts to meet the goal requirements may submit a request for a partial or total waiver on form MWBE 101/BDC 333, at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses B-D above, will apply.

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 Compliance & Payment Report on Form MWBE 102 to the OGS Office of Minority and Women-Owned Enterprises, [35th Floor, Corning Tower, Empire State Plaza, Albany, New York 12242 Phone: (518) 473-7083 Fax: (518) 486-2679], by the 10th day of each month during the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

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.state.ny.us/MWBE/Forms.asp>

6.6 Freedom of Information Law / Trade Secrets

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

6.7 General Requirements

- The Bidder agrees to adhere to all State and Federal laws and regulations in connection with the contract.
- The Bidder agrees to notify the Office of General Services of any changes in the legal status or principal ownership of the firm, forty five (45) days in advance of said change.
- The Bidder agrees that in any contract resulting from this RFP it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- It shall be mutually agreed that the Contractor has included cost to remedy all deficient items in their proposal and they will be responsible for satisfactory functioning of the equipment without extra compensation. The Contractor may at their option provide with their bid, a detailed explanation of work intended to be performed under this clause.
- The Bidder 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.
- For reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- For purposes of any contract resulting from this RFP, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor. It is understood that travel expenses will not be allowed.
- The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
- The Commissioner of General Services will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of General Services.
- INSPECTION – For purposes of any contract resulting from this 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.
- 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 Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Bidder shall be liable to the State of New York for any such costs on account thereof. In the event that the Office of General Services issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective. Provided, however, that if an emergency situation exists, as reasonably determined by the Office of General Services, then the stop work order shall be effective immediately.
- It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- 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 RFP, and will be binding upon the parties to such contract.

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

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

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

6.9 Subcontractors

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

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

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

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

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the Assistant to the Director of OGS Real Property Management Group or their designee, Governor Nelson A. Rockefeller Empire State Plaza, 39th Floor, Albany, New York 12242, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the Assistant to the Director may require concerning the proposed subcontractor's ability and qualifications.

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

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

- 3) 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.

6.10 Procurement Rights

The State of New York reserves the right to:

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

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.

6.11 Extent of Services

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

6.12 Debriefings

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

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

6.13 Termination

Termination

The Office of General Services may, upon thirty (30) days notice, terminate the contract resulting from this RFP 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 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, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

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

Procurement Lobbying Termination

The 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.

6.14 NYS Vendor Responsibility Questionnaire For-Profit Business Entity

(hereinafter the "questionnaire")

OGS conducts a review of prospective contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A 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, the Bidder should 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 found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, OGS may terminate the Contract. 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.

6.15 Ethics Compliance

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

6.16 Extension of Use

Any contract resulting from the solicitation may be extended to additional State Agencies upon mutual agreement between the requesting agency, OGS, and the contractor, and subject to applicable approvals. OGS reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

6.17 Indemnification

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

6.18 Force Majeure

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	5
12. Equal Employment Opportunities For Minorities and Women	5
13. Conflicting Terms	6
14. Governing Law	6
15. Late Payment	6
16. No Arbitration	6
17. Service of Process	6
18. Prohibition on Purchase of Tropical Hardwoods	6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	7
22. Compliance with New York State Information Security Breach and Notification Act	7
23. Compliance with Consultant Disclosure Law	7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	8

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or

reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital 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) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of Accounting Operations, 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
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the

New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

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

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

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

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

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

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

Appendix B

Required Forms

Request for Proposal No. 1691

Table of Contents

CONTRACTOR INFORMATION

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

ST-220 -TD TAXATION & FINANCE CONTRACTOR CERTIFICATION

ST-220 - CA TAXATION & FINANCE COVERED AGENCY CERTIFICATION

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

NON-COLLUSIVE BIDDING CERTIFICATION

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

BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

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

A. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?
If yes, please answer the following question:

_____ YES _____ NO

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

_____ YES _____ NO

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

_____ YES _____ NO

Governmental Entity:

Date of Finding of Non-responsibility:

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

D. Has any governmental agency terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?
If yes, please provide details:

_____ YES _____ NO

Governmental Entity:

Date of Termination or Withholding of Contract:

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

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

General information

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

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)(i).

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

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

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

This information is maintained by the 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.

To order forms and publications: 1 800 698-2931
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)



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*).

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

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 a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. 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 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 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)(i).

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

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

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

This information is maintained by the 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.

To order forms and publications: 1 800 698-2931
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) 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) 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; an) 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)

Appendix C

Sample Contract

Request for Proposal No. 1691

SAMPLE

Sample Contract

**STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
AGREEMENT FOR
BUILDING SYSTEMS OPERATION AND MAINTENANCE
AT THE ADAM CLAYTON POWELL STATE OFFICE BLDG.
IN NEW YORK, NY
WITH
(CONTRACTOR)**

CONTRACT # C00XXXX

THIS AGREEMENT, made this ____ day of _____ 2011 by and between the People of the State of New York, acting by and through the Commissioner of General Services, whose office is on the 41st Floor, Corning Tower Building, the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter "Commissioner", "OGS" or "State"), and (Company Name), (hereinafter "Contractor"), with an office at _____.

WITNESSETH:

WHEREAS, the OGS is responsible for the management and operation of the Adam Clayton Powell State Office Building located at 163 West 125th Street, New York, 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 building 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 annual building systems operation and maintenance 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. 1691, 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 RFP attached hereto as Appendix B hereof.

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 "RFP" and/or Appendix C "Proposal", or between any Appendices, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

- (i) Appendix A
- (ii) This contract agreement
- (ii) Appendix B – Solicitation # 1691 including Addenda
- (iii) Appendix C – Contractor's Proposal

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

15. FORCE MAJEURE

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

16. ASSIGNMENT BY STATE

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

17. NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other

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

18. CAPTIONS

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

19. SEVERABILITY

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

20. INFORMATION SECURITY BREACH

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

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

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

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

Contract No. C00XXXX

Agency Certification

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

(Company Name)

THE PEOPLE OF THE STATE OF NEW YORK

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

By _____
Name:
Title:
Date:

APPROVED AS TO FORM
Eric Schneiderman
Attorney General

APPROVED
Thomas P. DiNapoli
State Comptroller

Appendix A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

Appendix B

Request for Proposal

SAMPLE

Appendix C

Contractor's Proposal

SAMPLE

Appendix D

Prevailing Wage Rate Schedule

SAMPLE

Appendix D

Prevailing Wage Rate Schedule

Request for Proposal No. 1691

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4883	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

New York County General Construction

Asbestos Worker **08/01/2011**

JOB DESCRIPTION Asbestos Worker **DISTRICT 9**

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

WAGES

Per hour:	07/01/2011	12/01/2011
Asbestos Worker	\$35.95	Add.\$3.00*
Removal & Abatement Only*		

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

**Increase to be allocated at a later date.

SUPPLEMENTAL BENEFITS

Asbestos Worker	
Removal & Abatement Only	\$10.00

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

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8) on HOLIDAY PAGE
 NOTE: Easter Paid at Time and One-half IF worked

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

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

Supplemental Benefits :
 (per Hour worked)
 Apprentice
 Removal & Abatement Only \$10.00

9-12a - Removal Only

Boilermaker **08/01/2011**

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:	07/01/2011	01/01/2012
Boilermaker	\$ 47.32	\$ 47.98
Repairs & Renovation	\$ 47.32	\$ 47.98

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2011	01/01/2012
BoilerMaker	39.1% of Hourly Wage Paid + \$19.33	39.1% of Hourly Wage Paid + \$21.80

Repairs & Renovation-Same as Boilermaker (Includes replacement of parts and repairs & renovation of an existing unit).

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

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

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

Supplemental Benefits Per Hour:

	07/01/2011	01/01/2012
--	------------	------------

Boilermaker	39.1% of Hourly	39.1% of Hourly
Apprentice(s)	Wage Paid	Wage Paid
	+ \$ 19.33	+ \$ 21.80

4-5

Carpenter

08/01/2011

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, SlateHill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchoque Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour: 07/01/2011

Core Drilling:

Driller	\$ 35.46
Assistant Driller	\$ 28.89

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.

1st Year 70%	2nd Year 80%	3rd Year 90%	4th Year 100%	9-1536-CoreDriller
-----------------	-----------------	-----------------	------------------	--------------------

Carpenter **08/01/2011**

JOB DESCRIPTION Carpenter **DISTRICT 9**

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

WAGES
 Per Hour: 07/01/2011

Timberman \$ 44.03

SUPPLEMENTAL BENEFITS
 Per hour paid: 07/01/2011

Timberman \$ 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.
 Apprentices See (5,6,11,13,16,18,19,25)

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

REGISTERED APPRENTICES
 Wages per hour is Percentage of Journeymans Wage.

(1) year terms:

1st 40%	2nd 50%	3rd 65%	4th 80%
------------	------------	------------	------------

Supplemental benefits per hour:

Apprentices \$ 25.14

9-1536

Carpenter **08/01/2011**

JOB DESCRIPTION Carpenter **DISTRICT 9**

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

WAGES
 Per hour: 07/01/2011

Building
 Millwright \$ 47.86

SUPPLEMENTAL BENEFITS
 Per hour paid:

Millwright \$ 44.75

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour is Percentage of Journeyworkers wage

(1) year terms:

1st.	2nd.	3rd.	4th.
55%	65%	75%	95%

Supplemental benefits per hour:

(1) year terms:

1st.	2nd.	3rd.	4th.
\$28.19	\$31.29	\$35.51	\$40.62

9-740.1

Carpenter

08/01/2011

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2011

Marine Construction:

Marine Diver	\$ 56.32
M.D.Tender	40.17

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 40.86
------------	----------

OVERTIME PAY

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

HOLIDAY

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

Paid: for 1st & 2nd yr.
Apprentices See (5,6,10,11,13,16,18,19)

Overtime: See (5,6,10,11,13,16,18,19) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wager per hour is Percentage of Journeymans Wage

(1) year terms:

1st	2nd	3rd	4th
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices	\$ 26.97
-------------	----------

9-1456MC

Carpenter

08/01/2011

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2011

Carpet/Resilient
Floor Coverer

\$ 45.34

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:

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices \$ 25.83

9-2287

Carpenter

08/01/2011

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2011

Piledriver \$ 48.33
Dockbuilder \$ 48.33

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 40.86

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour is Percentage of Journeyworkers Wage

(1)year terms:

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices \$ 26.97

9-1456

Carpenter

08/01/2011

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Nassau: That portion of the county that lies west of Seaford Creek and south of the Southern State Parkway.

WAGES

Per hour: 07/01/2011

Show Exhibit/
Carpenter \$ 46.15

SUPPLEMENTAL BENEFITS

Per hour paid:

Show Exhibit/
Carpenter \$ 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

Wages per hour is Percentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

Supplemental benefits per hour:
Apprentices \$ 25.83

9-EXHIB

Carpenter - Building / Heavy&Highway

08/01/2011

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2011

Building:
 Carpenter \$46.15
 Heavy&Highway:
 Carpenter \$48.33

SUPPLEMENTAL BENEFITS

Per hour paid:

Building:
 Carpenter \$ 34.56
 Heavy&Highway:
 Carpenter \$ 36.06

OVERTIME PAY

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wage per hour:

(1) year terms:	1st	2nd	3rd	4th
Building				
Heavy&Highway	40%	50%	65%	80%

Supplemental benefits per hour for all Apprentices:

\$ 25.83

9-NYC

Electrician

08/01/2011

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2011

Tree Trimmer \$23.92
 Ground Person \$15.80

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

SUPPLEMENTAL BENEFITS

Per hour paid:

35.3% of wages*(INCLUDING OVERTIME)

Note: *Plus paid vacation & 4 days sick leave. Vacation based on continuous service as follows:

- * 40 hours after 1 year
- * 80 hours after 2 years
- * 120 hours after 5 years
- * 160 hours after 15 years

Note: Employee must work atleast 1800 hours in employee's anniversary year . An employee who workes 900 in the employee anniversary year but did not actually worked 1800 hours during that period shall be entitled to a pro rata share of vacation on the basis of 900 hours or more actually worded as a percentage based on 1800 hours.

OVERTIME PAY

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

*Worked performed on Sundays & Holidys outside of 7.00am - 4.00pm shall be paid at double time, in addition to the holiday pay if applicable.

HOLIDAY

HOLIDAY:

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

(An additional floating holiday after four years' service)

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

9-3T

Electrician **08/01/2011**

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour:	07/01/2011	01/01/2012	05/01/2012
Electrician			
H - Telephone	\$ 25.30	\$ 25.30	\$ 25.30

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

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

SUPPLEMENTAL BENEFITS

Journeyworker	\$ 16.26	\$ 16.77	\$ 18.02
---------------	----------	----------	----------

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 12, 16) on HOLIDAY PAGE

9-3m

Electrician **08/01/2011**

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour Paid:	07/01/2011
Service Technician	\$ 28.89

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker:	38.72% of wage + \$12.00 per day

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

REGISTERED APPRENTICES

9-3H

Electrician

08/01/2011

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:

	07/01/2011	11/09/2011	01/01/2012	05/09/2012
Electrician	\$49.00	\$51.00	\$51.00	\$51.00
Audio/Sound	49.00	51.00	51.00	51.00

SUPPLEMENTAL BENEFITS

Per Hour:

Journey Worker	\$40.16	\$41.31	\$42.33	\$43.46
----------------	---------	---------	---------	---------

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages Per Hour:

Apprentices registered
 before 05/10/2007

One (1) year terms.

	07/01/2011	11/09/2011	01/01/2012	05/09/2012
1st term...	\$14.25	\$14.25	\$14.25	\$14.25
2nd term...	\$17.05	\$17.05	\$17.05	\$17.05
3rd term..	\$19.15	\$19.15	\$19.15	\$19.15
4th term...	\$21.10	\$21.10	\$21.10	\$21.10
MIJ (5th term)	\$25.30	\$25.30	\$25.30	\$25.30

Apprentices registered
 after 05/10/2007

One (1) year terms

1st term...	\$11.50	\$11.50	\$11.50	\$11.50
2nd term...	\$13.50	\$13.50	\$13.50	\$13.50
3rd term...	\$15.50	\$15.50	\$15.50	\$15.50
4th term...	\$17.50	\$17.50	\$17.50	\$17.50
MIJ (5th term)	\$21.50	\$21.50	\$21.50	\$21.50

Supplemental Benefits:

Per Hour for Apprentices
 registered before 05/10/2007

1st term...	\$10.19	\$10.19	\$10.51	\$11.51
2nd term...	\$11.54	\$11.54	\$11.93	\$12.93
3rd term...	\$12.55	\$12.55	\$13.00	\$14.00
4th term...	\$13.50	\$13.50	\$13.98	\$14.98
MIJ (5th term)	\$16.26	\$16.26	\$16.77	\$18.02

Supplemental Benefits:

Per hour for Apprentices
 registered after 05/10/2007

1st term...	\$ 8.86	\$ 8.86	\$ 9.12	\$10.12
-------------	---------	---------	---------	---------

2nd term...	\$ 9.82	\$ 9.82	\$10.13	\$11.13
3rd term...	\$10.79	\$10.79	\$11.15	\$12.15
4th term...	\$11.76	\$11.76	\$12.16	\$13.16
MIJ (5th term)	\$14.50	\$14.50	\$14.92	\$16.14

9-3

Elevator Constructor

08/01/2011

JOB DESCRIPTION Elevator Constructor

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour:

	07/01/2011	03/17/2012	03/17/2013
Elevator Constructor	\$ 53.27	\$ 55.20	\$57.01
Elevator Modernization & Service/Repair	\$ 42.31	\$ 43.79	\$45.14

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2011	03/17/2012	03/17/2013
Elevator Constructor	\$ 31.30	\$ 32.76	\$34.46
Modernization & Service/Repair	\$ 29.94	\$ 31.35	\$33.00

OVERTIME PAY

Constructor. See (C, O) on OVERTIME PAGE.

Modern./Service See (B, H) on OVERTIME PAGE.

HOLIDAY

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: Per Hour	07/01/2011	03/17/2012	03/17/2013
-----------------	------------	------------	------------

One (1) year terms at the following rate

1st Term	\$23.90	\$24.75	\$25.54
2nd Term	29.30	30.36	31.36
3rd Term	34.63	35.88	37.06
4th Term	39.95	42.40	42.76

Modernization & Service/Repair:

1st Term	\$23.90	\$24.75	\$25.54
2nd Term	23.27	24.08	24.83
3rd Term	27.50	28.46	29.34
4th Term	31.73	32.84	33.86

Supplemental Benefits per hour paid:

Elevator Constructor:

1st Term	\$ 21.52	\$ 22.65	\$24.02
2nd Term	\$ 21.91	\$ 23.05	24.44
3rd Term	\$ 22.68	\$ 23.85	25.26
4th Term	\$ 23.46	\$ 24.64	26.08

Modernization &
 Service/Repair:

1st Term	\$ 21.45	\$ 22.57	\$23.95
2nd Term	\$ 21.83	\$ 22.97	24.35
3rd Term	\$ 22.59	\$ 23.75	25.16
4th Term	\$ 23.34	\$ 24.53	25.97

9-1

Glazier **08/01/2011**

JOB DESCRIPTION Glazier

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2011

Glazier \$ 46.55

Scaffolding \$ 47.55

Repair & Maintenance:

Glazier \$ 26.85

Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$100,000.00.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker... \$ 24.99

Repair & Maintenance:

Glazier \$14.04

OVERTIME PAY

OVERTIME: See (C*,D*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 (5, 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.

1st term...	\$ 15.60
2nd term...	\$ 23.28
3rd term...	\$ 27.93
4th term...	\$ 37.24

Supplemental Benefits:
 (Per hour worked)

1st term....	\$ 11.72
2nd term....	\$ 16.93
3rd term....	\$ 18.54
4th term....	\$ 21.77

9-1281 (DC9 NYC)

Insulator - Heat & Frost **08/01/2011**

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT 9**

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

WAGES
 Per hour: 07/01/2011

Heat, Frost & Asbestos \$58.88

Insulator(s)

SUPPLEMENTAL BENEFITS
 Per Hour: 07/01/2011

Insulator(s) \$ 25.29

OVERTIME PAY
 See (*C, O, V) on OVERTIME PAGE
 If an 8th hour is worked during the week, Wages and benefits are to be paid at time and one half.

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

REGISTERED APPRENTICES
 Wages:

Apprentice Insulator(s)

1 year terms at the following wage rate.

1st	2nd	3rd	4th
\$23.55	\$35.33	\$41.22	\$47.10

Supplemental Benefits per hour:

Apprentice Insulator(s)	1st	2nd	3rd	4th
	\$10.12	\$15.17	\$17.71	\$20.23

9-12

Ironworker **08/01/2011**

JOB DESCRIPTION Ironworker **DISTRICT 9**

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

PARTIAL COUNTIES

Rockland: Southern section.

WAGES

Per hour:	07/01/2011	07/01/2012
Reinforcing & Metal Lathing	\$ 49.52+\$ 3.45*	Add.\$ 3.45*

* May be allocated between wages and benefits later.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2011
Journeyworker	\$ 36.23

OVERTIME PAY

OVERTIME PAY

See (*A, E, Q, **V) on OVERTIME PAGE

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

*,** All overtime in excess of ten (10)hours shall be paid at double wage

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:	07/01/2011
----------------	------------

(1) year terms at the following wage rates:

1st	2nd	3rd
\$28.20	32.80	37.86

Supplemental Benefits per hour paid:

1st	2nd	3rd
\$26.48	28.13	29.28

9-46Reinf

Ironworker

08/01/2011

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2011
Ornamental	\$ 41.00
Chain Link Fence	\$ 41.00
Guide Rail Installation	\$ 41.00

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2011
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 da (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:

1st	2nd	3rd	4th	5th	6th
50%	50%	55%	60%	70%	80%

Supplemental Benefits per hour paid:

07/01/2011

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

9-580-Or

Ironworker

08/01/2011

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

.Per hour: 07/01/2011

Derrickman/Rigger \$ 51.50

SUPPLEMENTAL BENEFITS

Journeyworker 07/01/2011

\$ 33.38

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 hours on any regular work day (the eighth (8th) and ninth (9) 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) on HOLIDAY PAGE

HOLIDAY:

Paid:.....See (1) on HOLIDAY PAGE.
Overtime:.....See (5*, 6*, 8**, 24***, 25**) on HOLIDAY PAGE.

*No work shall be performed on this day, except in cases of emergency. Such work shall be done at double time rate of pay.

**Double time rate of pay.

***Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES

Wage per hour:

(1/2) year terms at the following percentage of journeyman's wage.

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

GROUP 16: Tunnel workers *

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

GROUP 17: Powder Watchmen, Top Laborers and Changehouse Attendants.

Wages: (per hour)	07/01/2011
Laborer (Tunnel)-FREE AIR:	
Group 14	\$39.18
Group 16	37.48
Group 17	34.63
Small Bore Micro Tunnel Machines	80% of rates above
For Repairs on Existing Water Tunnels	90% of rates above
For Repairs of Sewer & Drainage Tunnels	85% of rates above
For Repair & Maintenance of all Subway & Vehicular Tunnels	80% of rates above

SUPPLEMENTAL BENEFITS

Per hour paid:

GROUP 14 \$ 36.75 per hour paid +
0.63 per hour worked +
3.00 per day

GROUP 16 \$ 35.14 per hour paid +
0.63 per hour worked +
3.00 per day

GROUP 17 \$ 32.43 per hour paid +
0.63 per hour worked +
3.00 per day

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

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE

9-147Tnl/Free

Laborer **08/01/2011**

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2011

Laborer/Excavation:

**Asbestos and Lead Abatement & Removal,
Hazardous Waste Removal
(including soil)

Basic	\$38.20
Flagman	\$38.20
Pipelayer	\$38.20
*Tree Work, *Landscape	\$38.20

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

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 30.37

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

++ Except for Independence Day, holidays which fall on a Saturday will not be observed on the preceding Friday. When an observed holiday falls on a Saturday, work done shall be paid at double time.

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

1000 hour terms at the following wage rate.

07/01/2011

1st	2nd	3rd	4th	5th
19.10	22.92	28.65	34.38	38.20

Supplemental Benefits per hour paid:

All Apprentices \$ 27.99

9-731Ex

Laborer

08/01/2011

JOB DESCRIPTION Laborer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2011

Laborer:

Laborer-Concrete(including flag person)
\$ 37.55

SUPPLEMENTAL BENEFITS

(Per Hour Worked)

\$ 25.62

OVERTIME PAY

OVERTIME: See (A,E,Q) on OVERTIME PAGE attached.

See (B,E,Q,) for work below street level to top of foundation.

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

HOLIDAY

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits:
 (Per Hour Worked)

0-1000 hrs	Over 1000 hrs
\$17.49*	\$ 22.87*

Additional Benefits:

Add the following benefits based on the criteria below:

501-2000 hours	2001-4000 hours
\$0.83*	\$1.65*

*For work on Saturdays add the following amount per term to hourly supp. benefits:

1st	2nd	3rd
\$ 1.38	\$ 1.79	\$ 2.20

*For work on Sundays & Holidays add the following amount per term to hourly supp. benefits:

1st	2nd	3rd
\$ 2.75	\$ 3.58	\$ 4.40

9-6A/18A/20-C

Laborer - Building

08/01/2011

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2011

Laborer - Building	
Basic Laborer	\$ 34.94
Mason Tender	34.94

Laborer:	
Interior Demolition	\$ 33.85

SUPPLEMENTAL BENEFITS

Per Hour Paid: 07/01/2011

Journeyworker:	
Basic & Mason Tender	\$ 22.70
Interior Demolition	\$17.75

OVERTIME:

See (B,H) on OVERTIME PAGE.
 (Time & One-half after 8 hours or after forty hours per week)

HOLIDAY:

Paid: See (1) on HOLIDAY PAGE.

Overtime See (5,6,*) on HOLIDAY PAGE.

OVERTIME PAY

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

HOLIDAY

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

*Easter is paid at thime and one-half if worked.

REGISTERED APPRENTICES

Wage per hour:
 1000 hour terms at the following wage rate.

07/01/2011	1st	2nd	3rd	4th
Basic & Mason Tender	\$ 20.50	\$ 21.50	\$ 23.00	\$ 25.50
Interior Demolition	\$ 20.41	\$21.41	\$ 22.91	\$ 25.41

Supplemental Benefits: Per Hour Paid

	07/01/2011
Basic Laborer & Mason Tender	\$ 15.46
Interior Demolition	\$ 14.09

9-MTDC(79)

Laborer - Building

08/01/2011

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2011

Building: Plasterer Tender and Spray Fireproofing.	\$ 33.74
--	----------

SUPPLEMENTAL BENEFITS

Per hour paid:
 Journeyworker \$ 21.70

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:
 1000 hours terms at the following wage.

01/01/2011	1st	2nd	3rd	4th
	\$19.75	\$20.75	\$22.25	\$24.75

Supplemental Benefits per hour paid:

Apprentices \$13.41**

** Applies to all Apprentices.

9-30 (79)

Laborer - Building **08/01/2011**

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2011

Laborer:

Asbestos,lead,toxic

and hazardous material

abatement

\$33.00

* Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Per Hour Paid: 07/01/2011

Journeyworker:

Asbestos Abatement....

\$14.20

OVERTIME:

See (B,H) on OVERTIME PAGE.

(Time & One-half after 8 hours or after forty hours per week)

HOLIDAY:

Paid: See (1) on HOLIDAY PAGE.

Overtime See (5,6,*) on HOLIDAY PAGE.

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

*Easter is paid at time and one-half if worked.

REGISTERED APPRENTICES

Wage per hour:

1000 hours terms at the following wage rate.

Asbestos Abatement

07/01/2011

1st term \$25.74

2nd term \$26.40

3rd term \$27.40

4th term \$29.38

Supplemental Benefits: Per Hour Paid

\$14.15

9-NYDC(78)

Laborer - Building **08/01/2011**

JOB DESCRIPTION Laborer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour: 07/01/2011

Building Laborer-Demolition: \$ 34.10

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

SUPPLEMENTAL BENEFITS

Per hour paid:
 Journeyworker: \$ 22.05

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage.

1st	2nd	3rd	4th
\$20.50	21.50	23.00	25.50

Supplemental Benefits per hour paid:

Apprentices: \$ 14.31

9-79/95

Laborer - Concrete & Asphalt Paving

08/01/2011

JOB DESCRIPTION Laborer - Concrete & Asphalt Paving

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

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

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

Per hour: 07/01/2011

Concrete Formsetter	\$ 42.21
Asphalt Screedman / Micro Paver	44.86
Asphalt Raker	44.37
Group 1	38.34
Group 2	41.08

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2011

Journeyman \$ 30.90

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

HOLIDAY:
 Paid: See (5,11,12,20)* on HOLIDAY PAGE.
 Overtime: See (21,22)** on HOLIDAY PAGE.

*If an employee does not work on said holiday, he will receive single time pay rate for the said day, provided that the said employee has worked one (1) day in the calendar week in which the said holiday occurs. If an employee works on said holiday, he will be paid only for the single time rate, plus one (1) days pay for the holiday.

**If an employee does not work on these holidays he shall receive no pay.
 If an employee works on any of these holidays he will receive the single rate plus 15% of same.

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms at the following wage rate.

1st	2nd	3rd
\$25.00	\$26.50	\$28.00

Supplemental Benefits per hour paid:

07/01/2011

1st year	\$15.55
2nd year	\$15.55
3rd year	\$15.55

9-1010H/H

Laborer - Trac Drill **08/01/2011**

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

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

WAGES
 Per Hour Paid: 07/01/2011

Hydraulic Trac Drill.....	\$ 46.22
Hydraulic Trac Drill Chuck Tender...	\$ 40.00
Air Trac, Wagon, Quarry Bar.....	\$ 45.52
Power Tool (Chipper & Jackhammer)...	\$ 44.59
Chuck Tender & Nipper.....	\$ 39.33
Blaster.....	\$ 50.34
Blaster Hydraulic.....	\$ 51.07
Powder Carrier.....	\$ 41.13
Magazine Keeper.....	\$ 27.05

SUPPLEMENTAL BENEFITS
 Per Hour Paid: 07/01/2011

All Classifications \$28.04

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

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

HOLIDAY
 HOLIDAY:
 Paid: For Blaster See (5,6,11,13) on HOLIDAY PAGE.

FOR ALL OTHERS SEE (1) ON HOLIDAY PAGE.

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

9-29

Laborer - Tunnel **08/01/2011**

JOB DESCRIPTION Laborer - Tunnel **DISTRICT 9**

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

WAGES

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

GROUP 7: Top Nipper

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

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

WAGES: (per hour)

07/01/2011

Laborer(Compressed Air):

GROUP 6	39.62
GROUP 7	38.89
GROUP 8,9	38.19
GROUP 10	33.01

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS :

GROUP 6	\$37.21	per hour paid +
	0.63	per hour worked +
	3.00	per day

GROUP 7	\$36.55	per hour paid +
	0.63	per hour worked +
	3.00	per day

GROUP 8,9	\$35.85	per hour paid +
	0.63	per hour worked +
	3.00	per day

GROUP 10	\$34.05	per hour paid +
	0.63	per hour worked +
	3.00	per day

OVERTIME PAY

See (D, M, *R) on OVERTIME PAGE

NOTE: Time and one-half to be paid for all overtime repair-maintenance work on existing equipment and facilities.

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

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE

9-147Tnl/Comp Air

Mason

08/01/2011

JOB DESCRIPTION Mason

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2011

Brick/Blocklayer \$ 50.75

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2011

Brick/Block Layer \$ 23.42

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour:

All Apprentices \$ 14.24

9-1Brk

Mason - Building

08/01/2011

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2011 12/05/2011 06/04/2012

Building:

Tile Finisher \$40.13 Add. \$1.18* Add. \$1.18*

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$22.45
 Overtime* \$38.30
 Overtime** \$49.82

* Applies to weekdays & Saturdays

** Applies to overtime hours on Sunday & Holidays, and work on Saturdays over 10 hours.

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages:
 (per hour paid)

(750 hour) terms at the following percentages of Journeyworkers wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	65%	70%	75%	85%	90%	95%

Supplemental Benefits:
 (per hour paid)

(750) hour terms at the following percentages of Journeyworkers wage:

Apprentices.

1st	2nd	3rd	4th	5th	6th	7th	8th
-----	-----	-----	-----	-----	-----	-----	-----

50% 55% 65% 70% 75% 85% 90% 95% 9-7/88-tf

Mason - Building **08/01/2011**

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:

	07/01/2011	11/01/2012	07/12/2012
Building:			
Marble Cutters&Setters	\$52.30	\$53.30	\$54.30

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker	\$26.53	\$26.83	\$27.13
---------------	---------	---------	---------

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.

1st	2nd	3rd	4th	5th	6th	7th	8th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-
750	1500	2250	3000	3750	4500	5250	6000
\$25.77	28.34	30.92	33.49	36.07	38.65	43.80	48.95

Supplemental Benefits per hour paid
 at the following term:

1st	2nd	3rd	4th	5th	6th	7th	8th
20.31	20.87	21.45	22.03	22.61	23.19	24.34	25.49

9-7/4

Mason - Building **08/01/2011**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

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

WAGES

Per hour:

	07/01/2011	01/01/2012	07/01/2012
Building-Marble Restoration:			
Marble, Stone, etc & Polisher	\$37.01	\$37.26	\$37.51

SUPPLEMENTAL BENEFITS

Journeyworker:
 Per Hour:

Marble,Stone,etc Polisher	\$20.94	\$21.32	\$21.82
------------------------------	---------	---------	---------

OVERTIME PAY

See (A, E, Q, V) on OVERTIME PAGE

15th and successive hours in a continuous period shall be paid at double time.

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:

0-900	901-1800	1801-2700	over 2700
\$25.73	\$29.41	\$33.08	\$37.01

Observed holidays are paid holidays for the 1st term apprentice

Supplemental Benefits:
 (Per Hour)

\$18.79	\$19.37	\$19.98	\$20.94
---------	---------	---------	---------

9-7/24-MP

Mason - Building

08/01/2011

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2011 12/05/2011 06/04/2012

Building:

Tile Setters \$ 49.01 Add \$1.43* Add \$1.43*

*May be distributed between wages& benefits

SUPPLEMENTAL BENEFITS

Journeyworker: \$26.71

Per Hour.

Overtime * \$44.20

Overtime** \$56.43

*Applies to overtime on weekdays & Saturdays

** Applies to Sundays& Holidays, & over 10 hours on Saturdays

OVERTIME PAY

See (A, *E, Q, **V) on OVERTIME PAGE

* Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(750 hr)terms at the following wage rates.

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
Hours:	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750
Wages:	\$24.99	27.75	31.54	33.11	35.74	36.99	42.35	47.53	49.01

Supplemental Benefits per hour paid:									
Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
Hours:	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750
Supps.	\$12.87	13.89	13.89	16.11	17.26	19.80	22.01	24.40	26.71

9-7/52

Mason - Building **08/01/2011**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building:
 Per Hour: 07/01/2011 01/01/2012 07/01/2013

Mosaic & Terrazzo Mechanic \$45.41 Add.\$1.07 Add.\$1.25

Mosaic & Terrazzo Finisher \$43.86 Add.\$1.05 Add.\$1.05

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Journeyworker:
 Mechanic \$29.10

Finisher \$29.10

OVERTIME PAY

See (A, E, Q, V) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:
 (750 Hour) terms at the following percentage of the Terrazzo Mechanic's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-
750	1500	2250	3000	3750	4500	5250	6000
50%	55%	65%	70%	75%	85%	90%	95%

Supplemental benefits per hour paid:
 (750 hour) terms at the following percentage of Terrazzo Mechanic's benefit.

1st	2nd	3rd	4th	5th	6th	7th	8th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-
750	1500	2250	3000	3750	4500	5250	6000
50%	55%	65%	70%	75%	85%	90%	95%

9-7/3

Mason - Building **08/01/2011**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2011 01/01/2012 07/01/2012

Marble, Stone, etc. Finishers	\$19.97	\$20.19	\$20.51
----------------------------------	---------	---------	---------

SUPPLEMENTAL BENEFITS

Journeyworker:
 Per Hour.

Marble, Stone, etc Finisher	\$10.64	\$10.82	\$11.00
--------------------------------	---------	---------	---------

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: 07/01/2011

1st term 0-750	\$13.83
2nd term 750-1500	\$14.62
3rd term 1501-2250	\$15.41
4th term 2251-3000	\$16.20
5th term 3001-3750	\$17.38
6th term 3751-4500	\$18.96

Supplemental Benefits:
 (Per Hour)

1st term	\$10.43
2nd term	\$10.43
3rd term	\$10.44
4th term	\$10.44
5th term	\$10.45
6th term	\$10.46

9-7/24M-MF

Mason - Building / Heavy&Highway **08/01/2011**

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

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

WAGES

Per hour:	07/01/2011	01/01/2012	07/01/2012
Marble-Finisher	\$42.65	\$43.10	\$43.55

SUPPLEMENTAL BENEFITS

Journeyworker	\$ 25.83	\$26.33	\$26.93
---------------	----------	---------	---------

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.

REGISTERED APPRENTICES

Wages:

750 hour terms at the following percentage of Journeyworkers wage.
 1st 2nd 3rd 4th 5th 6th 7th 8th

1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000
50%	55%	65%	70%	75%	85%	90%	95%

Supplemental Benefits: 07/01/2011
 1st-6th terms \$14.50 + term wage % of \$9.83
 7th and 8th terms \$24.33

9-7/20-MF

Mason - Building / Heavy&Highway **08/01/2011**

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

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

WAGES
 WAGES

NOTE: Shall include but not limited to Precast concrete slabs (London Walks)
 Marble and Granite pavers 2'x 2' or larger.
 Per Hour:

07/01/2011

Stone Setter \$ 57.36
 Stone Tender \$ 39.04

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2011

Stone Setter \$ 24.96
 Stone Tender \$ 16.01

OVERTIME PAY

See (*C, **E, Q) on OVERTIME PAGE
 * On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.
 ** The first seven (7) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY

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

REGISTERED APPRENTICES

Per Hour:
 Stone Setter(750 hour) terms at the following wage rate per hour:

1st	2nd	3rd	4th	5th	6th
\$28.77	\$32.15	\$36.58	\$41.02	\$45.45	\$49.89

Supplemental Benefits:
 All Apprentices \$15.53

9-1Stn

Mason - Heavy&Highway **08/01/2011**

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

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

WAGES

Per Hour: 07/01/2011

(MASON)
 Pointer, Cleaner & Caulkers \$ 44.56

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2011

Pointer, Cleaners & Caulkers \$ 23.33

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages:
 (Per hour)

One (1) year terms at the following wage rates.

07/01/2011

	1st	2nd	3rd	4th
	\$25.00	\$27.25	\$32.23	\$38.66

Apprentices Supplemental Benefits:
 (per hour paid)

	\$3.45	\$8.51	\$11.26	\$11.26
--	--------	--------	---------	---------

9-1PCC

Mason - Heavy&Highway

08/01/2011

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2011

Cement Mason \$ 49.50

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2011

Cement Mason \$ 32.06

OVERTIME PAY

See (D, O, V) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

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

Supplement Benefits per hour paid:

Apprentices:

1st term	\$ 21.96
2nd term	23.98
3rd term	26.00

9-780

Operating Engineer - Building

08/01/2011

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

NOTE: For Building Construction Only/ All others refer to Heavy Highway

Wages:
(Per Hour) 07/01/2011

Building Constr:

Party Chief	\$58.68
Instrument Man	\$46.94
Rodman	\$32.41

Steel Erection:

Party Chief	\$59.50
Instrument Man	\$47.63
Rodman	\$33.84

Heavy Construction(
Foundation, Excavation., etc)

Party Chief	\$58.40
Instument man	\$43.23
Rodman	\$37.72

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2011

All Catorgories \$ 21.95

OVERTIME PAY

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

* Doubletime paid on the 8th hour on Saturday.

Note:Overtime code "A" applies to Building Construction Category.

HOLIDAY

Paid: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 25) on HOLIDAY PAGE

** Applies to Building Construction category

9-15Db

**Operating Engineer - Building, Maintenance, Steel Erection
& Heavy Construction**

08/01/2011

JOB DESCRIPTION Operating Engineer - Building, Maintenance, Steel Erection & Heavy Construction

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

STEEL ERECTION:

Group 1: Derrick, travelers, tower, crawler tower & climbing cranes

Group 2: Oiler (Truck Crane)

Group 3: Oiler (Crawler Crane)

BUILDING CONSTRUCTION:

Group 1: Installing, repairing, maintaining, dismantling of all equipment including Steel cutting& bending machines, mechanical heaters, mine hoists, climbing cranes, tower cranes, Linden Peine, Lorain, Liebherr, Mannes and machines of a similar nature;Well Point system, Deep Well pumps, Concrete mixers with loading devices, Concrete plants, motor generators (When used for temporary power and lights(Driving maintenance trucks and mounted-welded machines)-All Pumps(excluding River Cofferdam Pumps and Well Point Pumps), Motorized Concrete Buggies(When three or more are on jobsite), Skid-Steer and similar machines

Group 2:Maintenance of: Pumps, Generators,Mixers,Heaters

Group 3: Oilers of all gasoline, electric, deisel or air operated Gradalls; Concrete Pumps, Overhead Cranes in Power Houses, Assist in oiling, greasing and repairing of all machines, including: Driving Truck Cranes, Driving and operating Fuel and Grease Trucks, Cherry Pickers(Hydraulic Cranes) over 70,000 GVW and machines of a similar nature

Group 4: Oiler on Crawler Cranes, Backhoes, Trenching Machines, Gunite Machines, Compressors(3 or more in battery)

Group 5: Master Mechanic

HEAVY CONSTRUCTION (Excavation, Foundations, etc)

Group 1: Maintenance of: Generators, Light Towers

Group 2: Maintenance of: Pumps, Mixers including mudsucking

Group 3: Base Mounted Tower Cranes

Group 4: Installing, repairing, maintaining, dismantling(of all equipment including Steel cutting & Bending machines, Fusion Coupling Machines, Vermeer Trenching machines, on-site crushing plant, mechanical heaters(1 through 7), Mine hoists, Tower Cranes, Linden Peine, Lorrain, Lebherr, Mannes or machines of a similar nature, Wellpoints)-Driving maintenance trucks and truck mounted welding machines, burning, welding-operating of accumulator for shield-driven tunnels, in addition to the performance of other duties: Handling, installation, jointing, coupling of all permanent steel and plastic pipe. RIDE UPON MOLES-tunnel boring machines-MICRO TUNNELING SYSTEMS, All temporary pipefitting; When three or more motorized concrete buggies(Ride type) are utilized on the jobsite they shall be serviced, maintained and repaired by the maintenance engineer. The Operating Engineer on autogrades(C.M.I.) is to be assisted by the maintenance engineer who shall in addition perform other duties.

WAGES:

Per hour 07/01/2011

Steel Erection:

Group 1	\$ 58.51
Group 2	55.20
Group 3	43.70

Building Construction:

Group 1	56.06
Group 2	45.11
Group 3	53.63
Group 4	41.62
Group 5	55.59 +\$6.50 per day

Heavy Construction:

Group 1	38.43
Group 2	39.28
Group 3	71.35
Group 4	55.54

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2011

All Classifications \$ 22.90

Premium Time \$ 40.15

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages Per Hour:

(1) year terms at the following wage rates:

Apprentices:	1st	2nd	3rd	4th.
--------------	-----	-----	-----	------

STEEL ERECTION:

Three Drum Derricks	\$68.77
Cranes, Two Drum Derricks, Hydraulic Cranes & Fork Lifts, Boom Trucks	66.22
Compressors, Welding Machines, Bridge Inspection Machines, (Moog and machines of a similar nature)	40.88
Compressors(Not combined with welding machines)	39.13

BUILDING CONSTRUCTION:

Cranes, Stone Derrick, Boom Trucks, Hydraulic Cranes	66.79
Double Drum	62.43
4 Pole Hoists and Single Drum Hoists	60.43
Fork Lifts, Plaster(Platform Machine) Plaster Bucket, Concrete Pumps and all other equipment used for hoisting	55.32
House Cars and Rack & Pinion	55.32
Erecting and dismantling of Cranes	61.03
Compressors, Welding Machines(Cutting Concrete-Tank Work), Paint Spraying, Sand Blasting, Pumps(With the exclusion of concrete pumps), House Car (Settlement basis only), All Engines irrespective of power(Power-Vac) used to drive auxiliary equipment Air, Hydraulic, etc., Boilers, Jacking System	42.41

APPLICABLE TO ALL CATEGORIES:

CRANES: Crawler Or Truck

	In Addition To Above Crane Rates
100' to 149' Boom	\$1.75/hr
150' to 249' "	2.00/hr
250' to 349' "	2.25/hr
350' to 450' "	2.75/hr
Tower Crane	2.00/hr

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2011
All Operator Classes	\$ 23.10
Premium Time	\$ 40.75

OVERTIME PAY

See (*C, **D, O) on OVERTIME PAGE

*Note: Applies to Building Construction category

**Note: Applies to Steel Erection

HOLIDAY

Paid: See (5, 6, 7, 8, 11, 12, 16) on HOLIDAY PAGE
 Overtime: See (5, 6, 7, 8, 11, 12, 16) on HOLIDAY PAGE

Note:
Codes 8 and 12 apply ONLY to Steel Erection
Code 16 applies ONLY to Building Construction

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following rates:

Apprentices:

	07/01/2011		
	1st	2nd	3rd
	\$28.66	\$34.36	\$40.06

Supplemental Benefits:
Per Hour:

Straight Time \$ 13.35

Premium Time \$ 21.25

9-14 B&S

Operating Engineer - Heavy Construction

08/01/2011

JOB DESCRIPTION Operating Engineer - Heavy Construction

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per Hour:

Group 1: Tower Crane/Climbing Crane

Group 2: Backhoes (Including all track and rubber tire backhoes over 37,000 lbs), Power Shovels, Steel Erection:Hydraulic Clam Shells,Moles and machines of a similar nature

Group 3: Mine Hoists, Cranes, etc, used as Mine Hoists

Group 4: Gradalls, Keystones, Cranes (With digging buckets), Bridge Cranes, Trenching Machines, Vermeer Cutter and machines of a similar nature

Group 5: Pile Drivers and Rigs (Employing Dock-Builders Foreman), Derrick Boats, Tunnel Shovels,

Group 6: All Drills and machines of a similar nature

Group 7: Back-Filling Machines and Cranes, Mucking Machines, Dual Drum Pavers

Group 8: Mixers (Concrete with loading attachment), Concrete Pavers, Cableways, Land Derricks, Power House (Low pressure units)

Group 9: Concrete Pumps, Concrete Plant, Stone Crushers, Double Drum Hoists, Power Houses (Other than above)

Group 10: Concrete Mixer

Group 11: Elevators

Group 12: Concrete Breaking Machines, Single Drum Hoists, Load Masters, Locomotives and Dinkies (Over 10 tons), Hydraulic Crane-Second Engineer

Group 13: On-Site Concrete Plant Engineers, On-Site Asphalt Plant Engineer and Vibratory Console

Group 14: Barrier Mover, Barrier Transport and machines of a similar nature

Group 15: Compressors (Portable, 3 or more), Truck Compressor (Engineer Driver), Tugger Machines, Well Point Pumps, Chum Drill

Group 16: Boilers(High pressure),Compressors, Pumps(River Cofferdam) and Welding Machines(except where arc is operated by another Operating Engineer) Push Button Machines, All Engines,irrespective of power(Power Pac) used to drive auxiliary equipment, Air, Hydraulic, etc.

Group 17: Utility-Horizontal Boring Rig

Group 18: Utility Compressors

Group 19: Paving-Asphalt Spreader, Autogrades (C.M.I.), Roto-Mill

Group 20: Paving-Asphalt Roller

Group 21 Paving-Asphalt Plant

Group 22: Master Mechanics

Group 23: Cherry Picker (Over 20 tons), Loader (Over 6 yards)

Group 24: Backhoes and Loaders (Up to 37,000lbs), Bulldozers, Scrapers, Turn-A-Pulls, Tugger Hoists, Tractors, Hysters, Rooustabout Cranes, Conveyers, Balast Regulators (Ride On), Track Removal Machine or similar, Motor Graders, Locomotives (10 tons and under),Curb & Gutter Pavers and machines of a similar nature

Group 25:Post Hole Digger,Ditch Winch, Road Finishing Machines, Rollers (5 tons and under, Dual Purpose Trucks,Forklifts, Dempsey Dumpsters, Fireman

Group 26: Oiler (Gradalls, Concrete Pumps, Cold Planers Grader)

Group 27: Oiler (Crawler Cranes, Backhoes, Trenching Machines, Compressors (3 or more in battery)

WAGES:(per hour)

	07/01/2011	07/01/2012 Additional
Group 1	\$ 83.29	\$3.98*
Group 2	69.51	\$3.47*
Group 3	71.59	\$3.55*
Group 4	70.00	\$3.49*
Group 5	68.70	\$3.44*
Group 6	66.12	\$3.34*
Group 7	67.27	\$3.39*
Group 8	65.47	\$3.32*
Group 9	64.15	\$3.27*
Group 10	61.54	\$3.17*
Group 11	57.75	\$3.03
Group 12	58.93	\$3.08*
Group 13	59.38	\$3.09*
Group 14	53.67	\$2.88*
Group 15	45.80	\$2.59*
Group 16	42.83	\$2.48*
Group 17	62.46	\$3.21*
Group 18	45.59	\$2.47*
Group 19	65.47	\$3.32*
Group 20	63.87	\$3.26*
Group 21	54.68	\$2.92*
Group 22	61.01	Plus \$65.00 per week
Group 23	57.34	
Group 24	55.77	
Group 25	53.19	
Group 26	50.59	
Group 27	36.58	

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2011

Groups 1-22
 Regular Time \$ 24.15

Premium Time \$ 49.07

Groups 23-27

Regular Time \$ 22.90

Premium Time \$ 40.15

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

(1) year terms at the following wage rates:

07/01/2011

Apprentices:	1st	2nd	3rd
	\$31.21	\$37.46	\$43.71

Supplemental Benefits:

Per Hour:

Apprentices:

Groups 1-22

Regular Time \$ 14.15

Premium Time \$ 22.85

Groups 23-27

Regular Time \$ 12.65

Premium Time \$ 19.65

9-14 HC

Operating Engineer - Marine Construction

08/01/2011

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

DREDGING OPERATIONS 07/01/2011

CLASS A

Operator, Leverman, \$ 32.89

Lead Dredgeman

CLASS A1

Dozer, Front Loader

Operator

To Conform to Operating Engineer
 Prevailing Wage in Locality where Work
 is being Performed including Benefits.

CLASS B

Spider/Spill Barge Operator,

\$ 28.49

Tug Operator(over1000hp),

OperatorII, Fill Placer,

Derrick Operator, Engineer,

Chief Mate, Electrician,

Chief Welder,

Maintenance Engineer

Certified Welder,
 Boat Operator(licensed) \$ 26.84

CLASS C
 Drag Barge Operator,
 Steward, Mate,
 Assistant Fill Placer,
 \$ 26.14

Welder (please add)\$ 0.06

Boat Operator \$ 25.29

CLASS D
 Shoreman, Deckhand,
 Rodman, Scowman, Cook,
 Messman, Porter/Janitor \$ 21.09

Oiler(please add)\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B
 07/01/2011
 \$ 8.05 plus 7%
 of straight time
 wage overtime hours
 add \$ 0.63

All Class C
 \$ 7.75 plus 7%
 of straight time
 wage overtime hours
 add \$ 0.48

All Class D
 \$ 7.45 plus 7%
 of straight time
 wage overtime hours
 add \$ 0.23

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

4-25a-MarConst

Painter

08/01/2011

JOB DESCRIPTION Painter

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

(Per hour) 07/01/2011

Brush \$ 35.00
 Spray & Scaffold 38.00
 Fire Escape 38.00
 Decorator 38.00
 Paperhanger/Wall Coverer 36.40

SUPPLEMENTAL BENEFITS

(per hour worked) 07/01/2011

Paperhanger \$ 29.23

All others	25.12
Premium	29.75*

* 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, 11, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Indentured after 5/31/93 (1) year terms at the following wage rate.
 (per hour)

Appr 1st term...	\$ 13.25
Appr 2nd term...	17.50
Appr 3rd term...	21.00
Appr 4th term...	28.00

Spplmental benefis:
 (per Hour worked)

Appr 1st term...	\$ 10.86
Appr 2nd term...	14.73
Appr 3rd term...	17.64
Appr 4th term...	23.02

9-NYDC9-B/S

Painter

08/01/2011

JOB DESCRIPTION Painter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: Atlantic Beach, Ceaderhurst, East Rockaway, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike & Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St. Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour: 07/01/2011

Drywall Taper \$ 47.17**

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker: \$ 18.30

OVERTIME PAY

See (A, H) on OVERTIME PAGE

**Premium pay calculated on hourly wage \$42.82

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 10, 11, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms at the following percentages of journeyworker rate (year consists of 1500 hours)

07/01/2011

1st term	\$ 17.13
2nd term	28.14
3rd term	37.51

Premium Pay:

1st term \$ 25.70

2nd term	38.55
3rd term	51.39

Supplemental Benefits per hour paid:

One (1) year term at the following dollar amount

1st term	\$ 9.75
2nd term	13.52
3rd term	15.50

9-NYC9-1974-DWT

Painter - Bridge & Structural Steel

08/01/2011

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 9

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

(Per Hour Worked) 07/01/2011

STEEL:

Bridge Painting	\$ 46.25
Power Tool/Spray	\$ 52.25

Shift Work: Where project specifications and/or contract provide for night work outside the regular hours of work, and said night work is performed on a second shift, which is separate from the first crew, the night shift employees shall be paid an additional 10% of the regular wage up to seven (7) hours, after which they shall be paid at time and one half the regular wage. If only a night shift is employed, the employees shall be paid at time and one half.

Note: 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: 07/01/2011

Journeyworker	\$ 31.04*
	\$ 31.04**

Hourly Rate after 40 hours
 from May 1st to Nov. 15th \$ 6.75 only

Hourly Rate after 50 hours
 from Nov. 16th to April 30th \$ 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

*Note: When calculating overtime pay for the Power Tool/ Spray classification, add Six dollars to the hourly overtime rate calculated for the "Bridge Painting" classification.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(Wage per hour Worked):

(1) year terms at the following percentage of Journeyworkers wage.

Apprentices:	1st	2nd	3rd
07/01/2011	40%	60%	80%

Supplemental Benefits:

1st Term: Same percentage as used for wage

2nd and 3rd term: Same percentage as used for wage

9-DC-9/806/155-BrSS

Painter - Line Striping**08/01/2011****JOB DESCRIPTION** Painter - Line Striping**DISTRICT 9****ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2011
Striping-Machine Operator*	\$26.61
Linerman Thermoplastic	\$31.87

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

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2011
Journeyworker:	\$13.06

OVERTIME PAY

See (B, E, P, 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

9-8A/28A-LS

Painter - Metal Polisher**08/01/2011****JOB DESCRIPTION** Painter - Metal Polisher**DISTRICT 9****ENTIRE COUNTIES**

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

WAGES

	07/01/2011
Metal Polisher	\$ 25.60*

*Note: All workers shall be paid an additional premium in an amount equal to twenty (20%) percent of their basic straight time rate of pay for all time worked on hanging scaffolds and on standing scaffolds while working more than 34 feet off the ground. Such premium are to be paid on top of their straight time or overtime, whichever is applicable. This also applies to employees erecting scaffolding.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2011
Journeyworker:	\$ 11.12

OVERTIME PAY

See (B, E, Q, 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

55% of Basic Polisher Rate

9-8A/28A-MP

Plasterer

08/01/2011

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

Kings, Nassau, Queens, Suffolk

PARTIAL COUNTIES

New York: Includes work in all Islands in New York City, except Manhattan.

WAGES

Per hour:

07/01/2011

Building:

Plasterer/Traditional

\$ 35.53

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyworker

\$ 21.80

OVERTIME PAY

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

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 8, 11, 13, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

(per hour)

(1) year terms at the following % Journeyworkers wage rate.

First year:	1st 6 months	2nd 6 months
	40%	45%
Second year:	1st 6 months	2nd 6 months
	55%	60%
Third year:	1st 6 months	2nd 6 months
	70%	75%

Supplemental Benefits:

(per hour paid):

(1) year term broken down into six month periods:

1st year:

1st six months	\$8.37
2nd six months	9.35
3rd six months	11.35
4th six months	12.33
5th six months	14.33
6th six months	15.33

9-530-Z1

Plasterer

08/01/2011

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

Bronx, New York, Richmond

WAGES

Per hour:

07/01/2011

Building:

Plasterer/Traditional

\$ 35.53

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyworker \$ 25.19

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 13, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

(per hour paid):

(1) year terms at the following percentage of Journeyworkers wage.

First year:	1st 6 months	2nd 6 months
	40%	45%
Second year:	1st 6 months	2nd 6 months
	55%	60%
Third year:	1st 6 months	2nd 6 months
	70%	75%

Supplemental Benefits:

(per hour paid):

(1) year term broken down into six months period:

First year:	
1st six months	\$ 9.35
2nd six months	\$10.58
Second year:	
1st six months	\$12.58
2nd six months	\$13.59
Third year:	
1st six months	\$15.61
2nd six months	\$16.64

9-530-Z2

Plumber

08/01/2011

JOB DESCRIPTION Plumber

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

WAGES

Per hour worked:	07/01/2011	01/01/2012
Plumber	\$ 51.44	\$52.44
Residential**	\$ 36.55	\$37.25
Repairs & Alterations*	\$ 32.49	

*Repair & alteration work is any repair and/or replacement of present plumbing system that does not change existing roughing or water supply lines.

** (RESIDENTIAL RATES FOR 1, 2 AND 3 FAMILY HOME CONSTRUCTION)

THERE ARE NO HELPERS UNDER THIS CLASSIFICATION; WHEN USING APPRENTICES, MUST FOLLOW RATIO FOR PLUMBERS.

On tower work, bridges, elevated highway, or buildings, where pipe is being installed, fifty (50) or more feet vertically in a free drop from its base,

an additional \$1.00 per hour.

SHIFT WORK:

Shift work, when directly specified in public agency or authority contract documents, and continues for a period of not less than ten (10) consecutive work days. A shift shall consist of seven(7) hours with one-half (1/2) hour for lunch after the first four (4) hours of each shift. A premium of thirty percent (30%) for wages and supplemental benefits on shift work performed Monday through Friday on the 4 P.M. and midnight shifts.

For shift work performed on weekends the shift premium shall be fifty percent (50%) of wages and supplemental benefits.

For shift work performed on holidays designated below, double time wages and supplemental benefits shall be paid. Also noted that the normal workday Monday through Friday 8:00 A.M. to 3:00 P.M. is not considered shift work, and therefore not subject to shift premium.

SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2010

Straight Time:

Plumber: Journeyworker	\$37.01
Residential	\$25.66
Repairs&Alterations	\$15.35

Premium Time:

Plumber: Journeyworker	\$ 60.18
Repairs & Alterations	\$ 25.80
Residential	\$ 41.76

OVERTIME PAY

OVERTIME:

Plumber:..... See (C, O, V) on OVERTIME PAGE.
 Repairs & Alterations..See (B, H) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:

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

Plumber-Repairs & Alterations..Paid: See (1) on HOLIDAY PAGE.
 Overtime: See (5, 6, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages:

(Per Hour)

(1/2) year terms at the following wage:

*Apprentices:	1st&2nd	3rd&4th	5th&6th	7th&8th	9th	10th
07/01/2009	\$14.28	\$17.42	\$19.52	\$22.37	\$23.77	\$35.84

Supplemental Benefits per hour paid:

(1/2) year term at the following dollar amount:

07/01/2009	1st	2nd	3rd-10th
	\$.33	\$2.58	\$15.23

*Note: The Repairs & Alterations Category has NO Apprentices.

Roofer

08/01/2011

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2011

Roofer/Waterproofeer	\$ 37.50
----------------------	----------

SUPPLEMENTAL BENEFITS

Journeyworker \$ 27.37

OVERTIME PAY

See (B, H) on OVERTIME PAGE

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.

1st	2nd	3rd	4th
35%	50%	60%	75%

Supplemental Benefits:

Per hour paid at the following term percentage of Journeyworkers.

Apprentice:

1st	2nd	3rd	4th
\$3.87	\$13.86	\$16.50	\$20.50

9-8R

Sheetmetal Worker

08/01/2011

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2011

Sheetmetal Worker

\$48.15

For Temporary Operation or
Maintenance of Fans

\$39.17

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2011

Sheetmetal Worker

\$36.06

OVERTIME PAY

See (A, O) on OVERTIME PAGE

For Fan Maintenance See Codes B & O

HOLIDAY

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

REGISTERED APPRENTICES

Per Hour:

(1/2) Year Term:

1st	\$16.38
2nd	\$18.71
3rd	\$19.84
4th	\$21.46
5th	\$22.96
6th	\$24.93
7th	\$24.93
8th	\$28.72

Supplemental Benefits per hour:

1st	\$16.57
2nd	\$18.20
3rd	\$19.84

4th	\$21.46
5th	\$22.96
6th	\$24.93
7th	\$24.93
8th	\$28.72

4-28

Sheetmetal Worker **08/01/2011**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT 9**

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2011 07/16/2012

SIGN ERECTOR \$47.20 Add.\$1.75

*NOTE: Overhead Highway Signs and Structurally Supported Signs
 (See IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

PER HOUR 07/01/2011 07/16/2012

\$37.94 Add.\$2.10

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

Wage per hour: 07/01/2011

Half (1/2) year terms at the following rate(s):

1st \$16.45	2nd \$18.80	3rd \$21.15	4th \$23.50	5th \$25.84
6th \$28.19	7th 30.54	8th \$32.89	9th \$35.23	10th \$37.58

Supplemental Benefits per hour paid:
 Half (1/2) year terms at the following dollar amount.

07/01/2011

1st	\$ 9.29
2nd	\$ 9.82
3rd	\$10.96
4th	\$12.45
5th	\$17.64
6th	\$19.20
7th	\$20.09
8th	\$22.97
9th	\$25.28
10th	\$27.33

9-137-SE

Steamfitter **08/01/2011**

JOB DESCRIPTION Steamfitter **DISTRICT 9**

ENTIRE COUNTIES

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

WAGES

Per Hour 07/01/2011

Steamfitter, Sprinkler Fitter \$ 52.40
 *Additional \$3.00/Hr

For Work on Temporary Heat & Air Conditioning \$ 40.54
 *Additional \$3.00/Hr

*Increase to be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour

Steamfitter, Sprinkler Fitter \$ 45.91
 For Work on Temporary Heat & Air conditioning \$ 37.03

OVERTIME PAY

See (C, *D, O, V) on OVERTIME PAGE

(*D) ON ALL HVAC AND MECHANICAL CONTRACTS THAT DO NOT EXCEED \$15,000,000.00
 and ON ALL FIRE PROTECTION/SPRINKLER CONTRACTS THAT DO NOT EXCEED \$ 1,500,00.00

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour worked:

(1) year terms at the following percentage of Journeyworkers wage.

Apprentices:	1st	2nd	3rd	4th	5th
	40%	50%	65%	80%	85%

Supplemental Benefits:

(1) year term at the following dollar amounts:

Apprentices:	1st	2nd	3rd	4th	5th
07/01/2011	\$18.73	\$23.14	\$29.75	\$36.35	\$38.56

9-638A-StmSpFtr

Steamfitter

08/01/2011

JOB DESCRIPTION Steamfitter

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2011

Steamfitter/Maintenance & AC Service Work \$ 34.55
 *Additional \$ 1.00

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
 Refrigeration Compressor installation up to 5hp (combined).
 Air Condition / Heating Compressor installation up to 10hp (combined).

*Increase to be allocated at a later date

SUPPLEMENTAL BENEFITS

Per Hour

Steamfitter/Maintenance & AC Service Work \$ 10.52

OVERTIME PAY

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

HOLIDAY

HOLIDAY:

Paid:.....See (2, 6, 9, 10, 11, 15, 17, 26,Memorial Day) on HOLIDAY PAGE.

Overtime:.... * (2, 6, 9, 15, 17)

** (10, 11, 26, Memorial Day)

9-638B-StmFtrRef

Survey Crew Consulting

08/01/2011

JOB DESCRIPTION Survey Crew Consulting

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: Only the portion south of the north city line in Poughkeepsie.

WAGES

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

Categories cover GPS & underground surveying.

WAGES: (per hour)

07/01/2011

Survey Rates:

Party Chief..... \$ 33.70
Instrument Man.. \$ 28.38
Rodman..... \$ 25.02

SUPPLEMENTAL BENEFITS

Per Hour 07/01/2011

All Crew Members: \$ 11.70

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.

*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Teamster - Building

08/01/2011

JOB DESCRIPTION Teamster - Building

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2011

Truck Driver (Building Demolition & Debris)

Trailers \$ 29.85

Straight Jobs 29.55

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2011

All Classifications \$ 24.35

OVERTIME PAY

See (B, L, S, S1) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 8, 11, 12, 26) on HOLIDAY PAGE

4-282

Teamster - Heavy&Highway

08/01/2011

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2011

Truck Driver/Chauffer (Debris Removal)

Trailers \$ 29.85

Straight Jobs \$ 29.55

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2011

All Classifications \$ 24.35

OVERTIME PAY

See (B, L, S, S1) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 8, 11, 12, 26) on HOLIDAY PAGE

4-282

Welder

08/01/2011

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2011

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.

- (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
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- (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
- (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
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked

- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

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

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day

Attachment 1

Cost Proposal

Request for Proposal No. 1691

PROPOSAL NO: 1691

CONTRACT NO. _____

(To be completed by Agency)

Division of Financial Administration
Corning Tower - 40th Floor
The Governor Nelson A. Rockefeller
Empire State Plaza
Albany, New York 12242

BID PROPOSAL FORM

(NOTE: Four (4) Bid Proposal Forms, must be completed, signed and submitted.)

_____ agrees to provide all operating and maintenance services as indicated in this Request for Proposal, for the **Adam Clayton Powell State Office Building located at 163 West 125th Street, New York, NY** for the price bid below:

Base Bid

A) Operation and Maintenance Monthly \$ _____ x 12 mos.= \$ _____

Additional Services

B1) Chief Engineer :

Estimated 500 hours x Rate of \$ _____ per hour = \$ _____
(Example: 500 hours x \$50.00 per hour = \$25,000.00)

B2) Operating Engineer :

Estimated 1500 hours x Rate of \$ _____ per hour= \$ _____
(Example: 1500 hours x \$45.00 per hour = \$67,500.00)

C) Material Percentage Markup:

Estimated \$25,000.00 x Mark up Percentage of _____ % = \$ _____
(Example: \$25,000.00 x 5% markup (1.05) = \$26,250.00)

TOTAL ANNUAL BID (A+B1 + B2+C) = \$ _____

(Print or Type Name)

Date

Signature