

REQUEST FOR QUOTES (RFQ) SOLICITED BY
NEW YORK STATE OFFICE OF GENERAL SERVICES
FOR
PRE-MAINTENANCE SERVICES FOR EXTERIOR
SUSPENDED SCAFFOLDS
FOR AGENCY BUILDINGS 1 THROUGH 4 LOCATED AT
THE EMPIRE STATE PLAZA
IN
ALBANY, NEW YORK



QUOTES DUE: OCTOBER 9, 2012 AT 2:00 PM

ISSUE DATE: SEPTEMBER 14, 2012

Designated Contact:

Tammy Rock

Voice: 518-474-5981

Fax: 518-473-2844

E-mail: tammy.rock@ogs.ny.gov

Alternate Contact:

Diane Robinson

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diane.robinson@ogs.ny.gov

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1. Introduction

1.1 Overview

The New York State Office of General Services (OGS) owns and operates approximately 18.6 million square feet of office space. To assist in their daily operations, OGS contracts with firms to provide various services.

The Office of General Services (OGS), Real Property Management and Facilities Group, is seeking a vendor to supply experienced staff to provide labor and materials to repair and operate exterior building suspended scaffolds located at Agency Building 1 through 4 located at the Empire State Plaza (ESP) in Albany, NY. The successful vendor may also be asked to operate the scaffold rigs located on the ESP Corning Tower building. This procurement is intended to enable operation of this equipment for the short term to affect building repairs that must be completed prior to seasonal weather changes. OGS is simultaneously soliciting bids (IFB # 1575) for services involving additional equipment and long term operation and maintenance.

Award value under this RFQ will be capped at eighty five thousand dollars (\$85,000.00).

The Real Property Management and Facilities administers maintenance contracts, sets policies, rules, regulations and guidelines at State facilities. The department also monitors the contractors' compliance to all Federal, State and local laws, rules and regulations and works with the contractor to ensure that the required services are provided satisfactorily and in a manner that will cause minimum interference with the normal use of the building and its tenants.

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Tammy Rock, Administrative Aide, 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.

Tammy Rock, Administrative Aide
NYS Office of General Services
Financial Administration
Corning Tower, 40th Floor, ESP
Albany, NY 12242
Voice: 1-518-474-5981
Fax: 1-518-473-2844
Email: tammy.rock@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, NY 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
 Office for Minority and Women Owned Business Enterprises
 Corning Tower, 35th Floor, ESP
 Albany, NY 12242
 Voice: 1-518-473-7083
 Fax: 1-518-486-2679
tryphina.ramsey@ogs.ny.gov

1.3 Key Events

The Table below outlines the schedule for important action dates. Please note that due to the time sensitive nature of the requirement (see Section 1.1). OGS is establishing an aggressive schedule for this project.

OGS Issues Request for Quotes (RFQ)	September 14, 2012
Mandatory Site Visit — Agency Buildings 1 through 4 located at the Empire State Plaza, Albany: Empire State Plaza Plaza Operations Concourse, Room 130 Albany, NY	September 28, 2012 @ 1:00 P.M.
Deadline for Submission of Vendor Questions	October 2, 2012
OGS Issues Responses to Written Questions (estimated)	October 3, 2012
Due Date for Quotes	October 9, 2012 @ 2:00 P.M.
Contract Start Date (estimated)	October 15, 2012

1.4 Minimum Bidder Requirements

The following minimum requirements must be met by each bidder:

- 1) Bidder has actively and normally been engaged, for at least the past three (3) years in the operation, maintenance, testing, service, repair, and replacement of materials and equipment on scaffolds of similar manufacture and capacity as those covered by this contract.
- 2) Bidder's main operating facilities are to be equipped with a machine and motor repair shop capable of rewinding field coils, brake coils, and armatures for use in scaffold similar to those included in this specification or bidder is to supply below the name and address of a separate business or company, which they will subcontract with for service they cannot complete within its own repair facilities.

The State of New York retains the right to request any additional information pertaining to the Contractor's ability, qualifications, and procedures used to accomplish all work under this contract, as it deems necessary to ensure safe and satisfactory work.

1.5 Mandatory Site Visits

Vendors intending to submit a quote will be required to attend a mandatory site visit at each facility included in this RFQ, which will include a tour of the building(s) on the date and time indicated in Section 1.3 - Key Events above. This will be 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 facility site visits will result in rejection of the bid.

Please note that vendors who attended the mandatory site visits for IFB 1575 – Suspended Scaffolds Operation and Maintenance Services, on Wednesday, July 25, 2012, are not required to attend this site visit.

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

Due to security procedures, all Bidders are strongly encouraged to pre-register with the OGS Plaza Manager's Office by contacting Andy Papale at (518) 474-8894 and/or e-mail at Andy.Papale@ogs.ny.gov at least 48 hours in advance of the site visit. It is recommended that attendees arrive at the building at least 30 minutes prior to the scheduled time with photo identification.

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

The site visits will provide an opportunity for Bidders to see firsthand the existing equipment, the tasks to be performed and the special needs of the facility. Questions during the site visits 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 1.3 - Key Events. Official answers to all questions will be distributed in the form of an addendum via email to all attendees of the mandatory site visits. Only answers provided by addendum are considered official.

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

2. Bid Submission

2.1 RFQ Questions and Clarifications

Questions and requests for clarification regarding RFQ 1776 shall only be directed to:

Tammy Rock, Administrative Aide
OGS Division of Financial Administration
Corning Tower, 40th Floor, ESP
Albany, NY 12242
Phone: 1-518-474-5981
Fax: 1-518-473-2844
e-mail: Tammy.rock@ogs.ny.gov

Questions and/or requests for clarification are only accepted via e-mail and in writing. Official answers to questions will be provided via addendum. Deadline for submission of questions will be as stated in Section 1.3 - Key Events.

2.2 Quote Format and Content

In order for the State to evaluate quotes 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 quote to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the quote.

1. **Cover Letter.** The cover letter must confirm that the **bidder understands all the terms and conditions contained in this RFQ and will comply with all the provisions of this RFQ.** Further, that should the contract be awarded to your company, you would be prepared to begin services upon the New York State Comptroller's contract approval. 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. **Experience & Operational Plan.** Bidders must describe their capabilities to provide the services requested in this RFQ by providing the following:
 - Indicate the number of consecutive years bidder has been actively in business in the operation and maintenance of building exterior suspended scaffolds. Indicate the type of scaffolds and a range of their vertical travel distance. Describe how bidder's experience is relevant to the scaffolds and services described herein this RFQ. Provide a current list of references with contact information and a description of contract services (a minimum of three references is required). Provide location and description of equipped facility as required in Section 1.4 – Minimum Bidder Requirements. Note that reference checks and/or site visits may be used to verify Section 1.4.
 - Staffing plan for this contract, including any subcontractors. Include the names of employees responsible for this contract, their role in servicing the contract, their function in the company, their title, and number of years with the Bidder's firm.
3. **Pricing.** Bidder shall submit a completed Quote Proposal Form (Attachment 1) listing all requested prices per service at each location and the hourly labor rate and material mark-up for additional services.
4. 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 Quote Preparation

All quotes must be completed in ink or machine produced. Quotes submitted handwritten in pencil will be disqualified.

2.4 Packaging of RFQ Response

Please submit **four (4) originals** of the **Quote Proposal Form (Attachment 1)**, the **Signature Page(s)** and the **Acknowledgement Page(s)** found in **Appendix B – Required Forms**. Please complete and submit one (1) original and three (3) copies of all other documents found in Appendix B.

The quote 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: RFQ 1776

Quote Due Date and Time: Same as in Section 1.3 - Key Events

Quote for: Pre-Maintenance Service for Exterior Suspended Scaffolds

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

2.5 Instructions for Quote Submission

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

Division of Financial Administration
NYS Office of General Services
Corning Tower, 40th Floor
Empire State Plaza
Albany, NY 12242
Attn: Tammy Rock
RFQ-1776

E-MAIL OR FAX QUOTE 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 quote or for any work performed prior to the formal execution of a contract. Quotes must be received in the above office on or before 2:00 PM on the date indicated in Section 1.3 - Key Events. **Bidders assume all risks for timely, properly submitted deliveries.**

3. Administrative Information

3.1 Issuing Office

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

3.2 Method of Award

OGS intends to award one contract to the lowest responsive and responsible bidder. The lowest bidder shall be determined by the Grand Total Quote as represented on the Quote Proposal Form (Attachment 1).

Award value under the RFQ shall be capped at eighty five thousand dollars (\$85,000.00). Bids exceeding this amount will not be considered.

The total quote consists of the following components:

Base Quote:

- Provide a price for service at each location. This price shall include all labor and materials needed to perform the specified services.

Additional Services:

For the purposes of the contract resulting from this Request for Quotes, Additional Services shall be defined as work including labor and materials as requested and approved by the Facility Manager, performed by the successful bidder, and not covered in the base scope of services pursuant to this Invitation for Bids

- Hourly Labor Rate for labor not covered in the base bid. Labor cost quotes will be considered straight time costs for work accomplished during regular hours between 7 AM and 5 PM, Mondays through Fridays, excluding State holidays. Any Additional Services work performed at times other than the scheduled time is considered to be overtime and would be allowed only when approved by the Facility Manager. Scheduling of all inspections and testing shall be approved by the Facility Manager and shall not be considered overtime rates as they are a part of the base bid, unless after hours is required.
- Material Percentage Mark-up over cost for materials needed for additional services. The Material Percentage Mark-up shall remain fixed for the contract term.

Upon determination of the lowest responsive and responsible bidder, the sample Contract Service Agreement found in Appendix C hereto, which appendix is hereby incorporated by reference and made a part hereof as fully as if set forth at length herein, will be completed with the successful bidder's information and appended to this RFQ and the successful bidder's quote to form the contract between the parties that will be processed for all necessary State approvals.

3.3 Price

The **Prices Bid** shall be inclusive of all costs including travel (Base Quote Scope of Services), licenses, insurance, administrative, profit and other ancillary costs. For the purposes of this contract, full service shall mean that the Contractor's bid price includes: all labor, all parts, material and equipment cost; all emergency work; complete preventive maintenance as recommended by the manufacturer or specified herein, whichever is greater; all repairs and replacement of major or minor parts as necessary; all administrative, reporting or other requirements, all overhead costs and profit. Details of service not explicitly stated in these specifications, but necessarily attendant thereto are deemed to be understood by the Contractor and included herein.

Bidders must submit pricing using the Quote Proposal Form (Attachment 1) contained in this document. Bidders must provide pricing for all items on the Quote Proposal Form. Prices bid shall be firm for the contract term.

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

3.4 Term of Contract

This contract will commence upon contract approval by OGS and will be in effect until award is made under IFB # 1575 or until the awarded contract value is reached.

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 RFQ and no liability shall be incurred by or arise against OGS, its agents and employees therefore for lost profits or any other damages resulting there from. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. See Section 5.14 – Termination.

3.5 Method of Payment

For the purposes of this contract an **invoice** or a Standard Voucher will be used. This **invoice** or voucher will contain the Contract ID number (i.e.: C000XXX) and, either in its body or as an attachment, that will **itemize work completed** during that month. Such itemization must include at a minimum: date of service, start and finish times, location where service was performed, actual number of hours worked and by how many technicians/mechanics, a detailed description of services performed (such as what equipment was serviced including the equipment ID number and details of repair or service), and an itemized cost for services provided.

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

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

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

Additional Services Payments

Additional Services shall be first pre-approved and a letter authorizing the work shall be provided by OGS Real Property Management and Facilities (RPM&F) Group. When the work is successfully completed and approved by RPM&F, Contractor shall submit a separate Invoice or a Standard Voucher for payment with the work authorization letter **and all supporting documentation** as required attached.

All invoices must be submitted for payment to:

THE CLAIMS UNIT
DIVISION OF FINANCIAL ADMINISTRATION -or- claimsunit@ogs.ny.gov
OFFICE OF GENERAL SERVICES
EMPIRE STATE PLAZA STATION
P. O. BOX 2117
ALBANY, NEW YORK 12220-0117

NOTE: A copy of all invoices and supporting documentation must be forwarded to each Facility Manager.

3.6 Electronic Payment

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

3.7 Prime Contractor Responsibilities

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

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this solicitation or the resultant contract. The Contractor accepts full responsibility for the actions of subcontractors who carry out any of the provisions of any contract resulting from this solicitation. Please also see Section 5.9 – Subcontractors.

4. Statement of Work

4.1 General

The Contractor will be required to provide pre-maintenance services on power-driven exterior suspended scaffolds and appurtenant equipment installed at the Governor Nelson A. Rockefeller Empire State Plaza (ESP) in Albany, NY; There are a total of four (4) scaffold rigs as listed in Section 4.2. The scaffolds are used for exterior window cleaning and light building maintenance. Generally, the services must include but not be limited to the following:

- 1) The Contractor shall comply with all provisions, applicable to the work required of this solicitation, of the New York State Department of Labor Board of Standards and Appeals (DOL) original Approval Resolution, or as such approval may have been subsequently modified by the DOL including but limited to Advisory Standards for Construction, Operation and Maintenance of Suspended Scaffolds Used for Window Cleaning and Light Maintenance as Advisory Standard 101 and Appendix 101A – Standard Conditions for Operation and Maintenance of Suspended Scaffold Used for Window Cleaning and Light Maintenance. For ease of reference, the following documents listed in Items a through c below are included in-Appendix E herein:
 - a. Appendix 101A – Standard Conditions for Operation and Maintenance of Suspended Scaffolds Used for Window Cleaning and Light Maintenance, as amended effective January 1, 2010,
 - b. SAC-1 Standard Conditions for Operation and Maintenance of Suspended Scaffolds Used for Window Cleaning and Light Maintenance. This document was appended and made a part of each of the following original DOL approvals:
 - c. DOL Approval No. 8024 for ESP Agency Building 4. At the time the equipment was installed for ESP Agency Buildings 1, 2, & 3, there was an interim period when Approvals were not given by the New York State Department of Labor (DOL). However, the equipment for these three buildings is similar to the equipment for Agency Building 4 which did receive a Resolution of Special Approval from the DOL as noted above. Therefore Contractor shall apply the same requirements stated in the aforesaid Approval for ESP Agency Building 4 to the equipment on ESP Agency Buildings 1,2, & 3,
 - d. AISC Steel Construction Manual,
 - e. American Welding Society (AWS) Structural Welding Code, and
 - f. National Electric Code or NYS Electrical Code.
- 2) Provide all labor, tools and equipment required to perform all contract services;
- 3) Contractor shall perform all necessary repairs including but not limited to those identified herein as “pre-maintenance repairs”, obtain the necessary New York State Department of Labor approval(s) in order to render the scaffold rigs usable by the state, and provide operators if requested by the State to operate the scaffold rigs for window replacements by others or otherwise.
- 4) Under a separate contract, the state will be contracting for ongoing maintenance of the rigs.

4.2 Equipment to Be Serviced

Building		Scaffold	
Location/Name	Building Height	No. of Rigs	Manufacturer
ESP Agency Building 1 Albany, NY	310'- 3" 20 Stories	1	Manning & Lewis Engineering Co.
ESP Agency Building 2 Albany, NY	310'- 3" 20 Stories	1	Manning & Lewis Engineering Co.
ESP Agency Building 3 Albany, NY	310'- 3" 20 Stories	1	Manning & Lewis Engineering Co.
ESP Agency Building 4 Albany, NY	310'- 3" 20 Stories	1	Manning & Lewis Engineering Co.

4.3 Pre-Maintenance Service

The following work will be done immediately at the start of the contract:

Building/Scaffold:	ESP Agency Building. No. 1, Albany, NY
Number of and Description of Deficiency / Repair	
1.	Clean, prime and paint steel members with rust inhibitive coatings to prevent future corrosion. Caulk all gaps and seams to prevent rust bleed. Have weld inspector check integrity of the welds on equipment, provide copy of report to Facility Manager, and repair welds if recommended by inspector.
2.	All limits switches to be tested and replaced accordingly.
3.	Check the operating condition of the two-way voice communication system between equipment operators and persons stationed within building being serviced. Report any defect in operation to the Facility Manager.
4.	Lubricate all moving components where applicable.
5.	Replace all rusted fasteners with stainless steel.
6.	Raise the screen inside the basket to the proper height.
7.	Close or repair all openings in the platform screen greater than 3/4 of an inch.
8.	Clean, prime and paint corroded areas of the steel tracks with rust inhibitive coating to prevent future corrosion. Lubricate moving portions of the track. Straighten the warped portions of the track steel. Place a washer under the head and nut of all fasteners. Replace the damaged diaphragm.
9.	Remove existing and install new wire ropes. New ropes to be furnished by others.

Building/Scaffold:	ESP Agency Building. No. 2, Albany, NY
Number of and Description of Deficiency / Repair	
1.	Clean, prime and paint steel members with rust inhibitive coatings to prevent future corrosion. Caulk all gaps and seams to prevent rust bleed. Have weld inspector check integrity of the welds on equipment, provide copy of report to Facility Manager, and repair welds if recommended by inspector.
2.	All limits switches to be tested and replaced accordingly.
3.	Check the operating condition of the two-way voice communication system between equipment operators and persons stationed within building being serviced. Report any defect in operation to the Facility Manager.
4.	Lubricate all moving components where applicable.
5.	Replace all rusted fasteners with stainless steel.
6.	Raise the screen inside the basket to the proper height.
7.	Close or repair all openings in the platform screen greater than $\frac{3}{4}$ of an inch.
8.	Clean, prime and paint corroded areas of the steel tracks with rust inhibitive coating to prevent future corrosion. Lubricate moving portions of the track. Place a washer under the head and nut of all fasteners.
9.	Remove existing and install new wire ropes. New ropes to be furnished by others.

Building/Scaffold:	ESP Agency Building. No. 3, Albany, NY
Number of and Description of Deficiency / Repair	
1.	Clean, prime and paint steel members with rust inhibitive coatings to prevent future corrosion. Caulk all gaps and seams to prevent rust bleed. Have weld inspector check integrity of the welds on equipment, provide copy of report to Facility Manager, and repair welds if recommended by inspector.
2.	All limits switches to be tested and replaced accordingly.
3.	Check the operating condition of the two-way voice communication system between equipment operators and persons stationed within building being serviced. Report any defect in operation to the Facility Manager.
4.	Lubricate all moving components where applicable.
5.	Replace all rusted fasteners with stainless steel.
6.	Raise the screen inside the basket to the proper height.
7.	Close or repair all openings in the platform screen greater than $\frac{3}{4}$ of an inch.
8.	Repair the broken extender retraction mechanism.
9.	Clean, prime and paint corroded areas of the steel tracks with rust inhibitive coating to prevent future corrosion. Lubricate moving portions of the track. Place a washer under the head and nut of all fasteners.
10.	Remove existing and install new wire ropes. New ropes to be furnished by others.

Building/Scaffold:	ESP Agency Building. No. 3, Albany, NY
Number of and Description of Deficiency / Repair	
1.	Clean, prime and paint steel members with rust inhibitive coatings to prevent future corrosion. Caulk all gaps and seams to prevent rust bleed. Have weld inspector check integrity of the welds on equipment, provide copy of report to Facility Manager, and repair welds if recommended by inspector.
2.	All limits switches to be tested and replaced accordingly.
3.	Check the operating condition of the two-way voice communication system between equipment operators and persons stationed within building being serviced. Report any defect in operation to the Facility Manager.
4.	Lubricate all moving components where applicable.
5.	Replace all rusted fasteners with stainless steel.
6.	Raise the screen inside the basket to the proper height.
7.	Close or repair all openings in the platform screen greater than ¾ of an inch.
8.	Repair the broken extender retraction mechanism.
9.	Clean, prime and paint corroded areas of the steel tracks with rust inhibitive coating to prevent future corrosion. Lubricate moving portions of the track. Place a washer under the head and nut of all fasteners.
10.	Remove existing and install new wire ropes. New ropes to be furnished by others.

4.4 Quality Assurance

A. Codes and Standards:

Contractor will in the performance of the services and the conduct of its operation comply with applicable laws, orders and regulations of any and all governmental authorities, presently in effect or hereinafter enacted including, but not limited to the following; (The most current edition of the below referenced codes would be relied upon).

- 1) OSHA 1910.66 (Effective 1/24/1999) – Powered Platforms for Exterior Building Maintenance,
- 2) NYS Industrial Code Rule 21, Section 21.3 (Amended 10/01/1966) – Protection of Persons Employed at Window Cleaning, Structural Requirements, Equipment and Procedures,
- 3) Advisory Standards 101, NYS Department of Labor, (Effective 1/01/2010) Construction, Operation and Maintenance of Suspended Scaffolds used for Window Cleaning and Light Maintenance,
- 4) ASME A120.1-2008 – Safety Requirements for Powered Platforms and Traveling Ladders and Gantries for Building Maintenance, and
- 5) Wherever there is any variance or disagreement between Federal OSHA 1910.66 and other codes or standards, the more stringent requirement shall apply.

B. Governmental Permits and Licenses:

If any government permit or license is required at any time during the term of this agreement for the proper and lawful conduct of the contractors business and if the failure to secure such license or permit would, in any way, affect the state, then in such case contractor, at contractors sole

expense, will duly procure and thereafter maintain such license or permit and submit the same to inspection by the state. Contractor, at contractor's sole expense, will at all times comply with the terms and conditions of each such license or permit.

C. Contractor's Obligation to Keep Premises Clean:

The premises shall be kept neat and clean by the contractor at all times and the contractor will furnish at contractor's expense all labor, supervision, uniforms, materials and equipment necessary to affect such intent.

D. Contractor's duty to inform Facility Manager:

The Contractor will report immediately to the Facility Manager any and all irregularities of any nature pertaining to the well being of premises. The Contractor will promptly advise the Facility Manager of all damages to State's property, or property of others, all injuries incurred by persons including employees of contractor in any manner relating, either directly or indirectly, to the work to be done or the services to be performed by contractor under this agreement.

E. Elevators:

The Contractor will use only those elevator(s) designated by the Facility Manager, which use will be subject to sharing of the use thereof with tenants and other occupants of the building and subject to such rules and regulations established and/or hereafter established by Facility Manager.

F. Storage:

The Contractor will use storage space at the premises assigned by Facility Manager for contractor's use, if any, only for storage of its equipment and materials relating to the services under this agreement.

4.5 Reporting

A. Tests/Inspections:

The Facility Manager shall be provided with a certification record, on the maintenance contractor's printed form, of each inspection and test provided by contractor. The certification shall include the date of inspection or test, the name of the employee in charge of the test/inspection, the name and signature of who performed the service, a brief description of the work required/performed including the equipment identification, and replacement parts installed.

B. The personnel performing the tests/inspections and maintenance shall make all required entries in the State of New York Department of Labor, "Maintenance Schedule and Log Sheet". Contractor shall provide such Maintenance Schedule and Log Sheet to the Facility Manager.

4.6 Inspections and Tests

A. A maintenance inspection and, where necessary, a test shall be made of the equipment installation prior to the start of work and, where the work cycle is more than 30 days, such inspection and/or test shall be made at least every 30 days during the work cycle. This inspection and test shall follow the procedures recommended by the manufacturer, and shall be made by a qualified person,

B. No hoist or part of an installation shall be subject to a load in excess of 125 percent of its rated load,

C. Overloads shall be set to trip at 125 percent of the rated capacity of the platform,

D. Governors and secondary brakes shall be thoroughly inspected and tested at intervals specified by the manufacturer/supplier but not to exceed every 12 months. The results of the inspection

and test shall confirm that the initiating device for the secondary braking system operates at the proper overspeed and the brake is functioning properly,

- 1) If adequate tests cannot be performed in the field, the initiating device may be removed from the equipment and sent to a shop equipped to make such tests, and
 - 2) If any hoisting machine or initiating device for the secondary brake system is removed from the equipment for testing, all reinstalled and directly related components shall be re-inspected prior to returning the equipment installation to service.
- E. Suspension wire ropes shall be maintained and used in accordance with the procedures recommended by the wire rope manufacturer. A thorough inspection of the wire rope for visible defects and gross damage shall be made once a month during a use cycle and ropes inactive for 30 days or more shall have a thorough inspection prior to being put into service,
- 1) Suspension wire ropes are to be removed and replaced immediately if any of the following conditions or combination of conditions exists;
 - a. Broken wires exceeding two wires in one strand in three lays or four randomly distributed broken wires in three rope lays,
 - b. Distortion of rope structure such as would result from crushing or kinking or bird-caging,
 - c. Evidence of heat damage,
 - d. Evidence of rope deterioration form corrosion,
 - e. A broken wire within 18 inches of the end attachments,
 - f. Noticeable rusting and/or pitting,
 - g. Evidence of core failure (a lengthening of rope lay, protrusion of the rope core and a reduction in rope diameter suggests core failure),
 - h. More than one valley breaks (broken wire), and
 - i. Reduction of the original wire rope diameter by more than the following amounts;
 - i. 1/64 inch for 5/16 inch diameter rope,
 - ii. 1/32 inch for 3/8 inch to and including 1/2 inch diameter ropes,
 - iii. 3/64 inch for 9/16 inch to and including 3/4 inch diameter ropes.
- F. Inspect any overspeed rope grab to ensure that the wire rope is free to slide through and that the device functions properly at overspeed conditions,
- G. All parts of the equipment, including related support structures, shall be inspected by a qualified person at least once every three months and, where necessary, tested to determine that they are in safe operating condition,
- 1) Ensure no cracks in welds or surface rusting,
 - 2) Ensure no rust or deformations in components, fasteners, pins, clips, etc., and that all rivets, bolts, and screws are securely in place, and
 - 3) Look for excessive wear in bearing surfaces, wheels, rollers, and rotational devices.
- H. Perform electrical tests to ensure all limit switches, motor controls, and safeties are functioning properly. All covers and enclosures are to be water tight and all terminals securely fastened, and inspect electrical system and cords for wear, damaged insulation and defective plugs or receptacles.

4.8 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. 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.

4.15 Staffing Expectations

The Office of General Services expects that all Contractor services will be conducted diligently and effectively with appropriate supervision. 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.
- Contractor's staff shall conduct themselves in a professional manner with OGS staff and with the General Public,
- 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.
- Failure to comply with any of the requirements of this solicitation may result in the removal from the premises,
- All personnel provided, shall have adequate experience for the function 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.

4.16 Security Procedures

Please note that some locations may have security policies which must be followed. The Contractor will work with the OGS Facilities Manager's 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 Manager's Office.

4.19 Prevailing Wage Rate Advisory Notice

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

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

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

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

4.20 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. Contract Clauses and Requirements

5.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated December 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 Service Agreement (Appendix C)
3. OGS Request for Quote number 1776 (this document) with any addendum(a)
4. Selected Contractor's Bid

5.2 Procurement Lobbying Requirement

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

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

5.3 Contractor Insurance Requirements

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The People of the State of New York, Office of General Services (hereinafter referred to as "OGS"), Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements contained in this 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 licensed to do business in New York State, and acceptable to OGS; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; shall be endorsed to provide written notice be given to OGS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to Office of General Services, Tower Building, G.N.A.R. 40th Floor, Empire State Plaza, Albany, New York 12242 and shall name The People of the State of New York, Empire State Development Corp. and Moynihan Station Development Corp. and their 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 26 11 85** and a copy of the endorsement

should accompany the certificate). The additional insured requirement does not apply to Workers Compensation, Disability or Employee Dishonesty Coverage.

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

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

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

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

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

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

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

1. If such insurance contains an aggregate limit, it shall apply separately on a per-job or per-project basis.
2. Coverage for the use of reasonable force to protect persons and property must be included.

b) Commercial 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, or if subcontracting professional services, shall certify that Subcontractor maintain, Errors and Omissions Liability Insurance with a limit of not less than \$5,000,000 per loss.

1. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract.
2. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.

d) 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:

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) *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).

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

5.4 Tax and Finance Clause

TAX LAW § 5-A:

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

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

Contractor certification forms and instructions for completing the forms are attached to this RFQ. 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>

5.5 MWBE & EEO REQUIREMENTS

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

NEW YORK STATE LAW

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

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of

these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establishes goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

Equal Employment Opportunity Requirements

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

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

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Business Participation Opportunities for MWBEs

For purposes of this procurement, OGS has conducted a comprehensive search and has determined that the contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to the awarded contractors. Contractors are however encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (MWBE) on this contract for the provision of services and materials. To locate New York State Certified MWBEs, the directory of Certified Businesses can be viewed at: <http://www.empire.state.ny.us/MWBE/directorySearch.html>

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

ALL FORMS ARE AVAILABLE AT: <http://www.ogs.ny.gov/MWBE/Forms.asp>

5.6 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each bid/bid will be held in confidence and details of any bid/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/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 EXEMPTED 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/BID FROM DISCLOSURE HAVE GENERALLY NOT BEEN FOUND TO BE MERITORIOUS AND ARE DISCOURAGED. KINDLY LIMIT ANY REQUESTS FOR EXEMPTION OF INFORMATION FROM DISCLOSURE TO BONA FIDE TRADE SECRETS OR SPECIFIC INFORMATION, THE DISCLOSURE OF WHICH WOULD CAUSE A SUBSTANTIAL INJURY TO THE COMPETITIVE POSITION OF YOUR FIRM.

5.7 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 RFQ it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- The Bidder agrees that any contract resulting from this RFQ 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 RFQ, 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 RFQ, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
- The Commissioner of General Services will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be

assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of General Services.

- INSPECTION – For purposes of any contract resulting from this RFQ, 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 RFQ and any contract(s) resulting there from at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the existing Contractor shall be liable to the State of New York for any such costs on account thereof. In the event that the Office of General Services issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.
- It is the Contractor's responsibility to maintain all equipment and materials provided for the work consistent with applicable public safety and health codes.
- The Office of General Services reserves the right to reject any employee hired by the Contractor.

5.8 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 RFQ, 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 RFQ, 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 RFQ.

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

5.9 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 RFQ 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 RFQ.

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 OGS Real Property Management and Facilities (RPM&F) 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 RPM&F Group may require concerning the proposed subcontractor's ability and qualifications.

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

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

5.10 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.

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

5.11 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. (Note: prior to the contract award, all disputes must be sent to the designated contact.) All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Financial Administration Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified on the front of the bid document.

5.12 Right To Know

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

5.13 Termination

A. Termination

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

B. Procurement Lobbying Termination

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

5.14 NYS Standard Vendor Responsibility Questionnaire

OGS conducts a review of prospective contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A 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.

5.15 Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

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

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

Attachment 1

Quote Proposal Form

Request for Quotes No. 1776

QUOTE PROPOSAL

PROPOSAL NO: 1776
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

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

_____ agrees to perform the work required as outlined in the specifications of this RFQ to provide Pre-Maintenance Service for Exterior Suspended Scaffolds for Agency Buildings 1 through 4 located at the Empire State Plaza. Albany, NY, for the prices indicated below:

LOT A. BASE SERVICES QUOTE

Item 1. Pre-Maintenance Service - Work will be done immediately at the start of the contract. Please refer to RFQ 1776, Section 4.3, for details:

Building	Bid Price
ESP Agency Building #1	\$
ESP Agency Building #2	\$
ESP Agency Building #3	\$
ESP Agency Building #4	\$
Total Base Bid:	\$

TOTAL FOR LOT A – BASE SERVICES QUOTE \$ _____

LOT B. ADDITIONAL SERVICES

Item 1. Work will only be done if pre-approved by the Facility Manager:

Material Mark-Up (the Material Percentage Mark-up shall remain fixed for the contract term):

(Example: 5% x \$5,000 = \$250 + \$5,000 = \$5,250)

ESP Agency Buildings 1-4	Percentage of Mark-Up	Estimated Annual Materials	Annual Bid Price
<i>Example</i>	5 %	\$ 5,000	\$ 5,250.00
Total Material Mark-Up:	%	\$ 5,000	\$

Item 2. Labor Rate for work not included in Base Bid such as but not limited to; perform over the side drops, operation of rigs (including ESP Corning Tower rigs), and for maintenance/repairs:

ESP Agency Buildings 1-4			
Tradesman Title (please list below):	Hourly Labor Rate	Estimated Annual Hours	Annual Bid Price (labor rate times estimated hours)
	\$	40 hours	\$
	\$	40 hours	\$

Total Labor Rate:	\$
--------------------------	----

Item 3. Travel Expenses (All Inclusive, e.g., transportation, lodging, meals, etc.):

2 People, 1-overnight stay @ \$ _____ times est. 2 events = \$ _____

2 People, 2-consecutive overnight stays @ \$ _____ times est. 2 events = \$ _____

Total Travel Expenses = \$ _____

Item 4. Provide consecutive monthly maintenance and inspection services once the rigs have been certified for use by NYSDOL. (Cost per month to be inclusive of all labor, travel, parking, permits, licenses, insurance and ancillary costs.):

Maintenance / Inspections / Month \$ _____

TOTAL FOR LOT B – ADDITIONAL SERVICES \$ _____
(Items B1+B2+B3+B4)

GRAND TOTAL QUOTE \$ _____
(Lots A + B)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, 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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a

contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without

discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to

service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
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 Quotes No. 1776

Table of Contents

CONTRACTOR INFORMATION

ST-220 -TD TAXATION & FINANCE CONTRACTOR CERTIFICATION

ST-220 - CA TAXATION & FINANCE COVERED AGENCY CERTIFICATION

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

NON-COLLUSIVE BIDDING CERTIFICATION

SUBSTITUTE W-9

Contractor Information

SOLICITATION NUMBER 1776

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

(Authorized Signature)

(Date)

(Print Name)

(Title)

(Company Name)

(Federal I.D. Number)

(NYS Vendor I.D. Number)

(Address)

(City, State, Zip)

(County)

(Telephone Number) Ext. _____

(Toll Free Phone) Ext. _____

(Fax Number)

(Toll Free Fax Number)

(E-mail)

New York State Small Business

Circle One: Yes No

New York State Certified Minority Owned Business

Circle One: Yes No

New York State Certified Woman Owned Business

Circle One: Yes No

Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State?

Circle One: Yes No

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?

_____ YES _____ NO

If yes, please answer the following question:

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?

_____ YES _____ NO

If yes, please provide details regarding the finding of non-responsibility:

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?

_____ YES _____ NO

If yes, please provide details:

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)

ST-220-TD

(6/06)

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

Contractor name			
Contractor's principal place of business		City	State
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 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: 1 800 462-8100
- Sales Tax** information Center: 1 800 698-2909
- 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.

Page 2 of 4 ST-220-TD (6/06)

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)

ST-220-CA
 (6/06)

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

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

I, _____, hereby affirm, under penalty of perjury, that I am _____
 (name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
 (insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 ____

 (sign before a notary public)

 (title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. 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).

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)

AC 3237-S (11/11)

	NEW YORK STATE OFFICE OF THE STATE COMPTROLLER SUBSTITUTE FORM W-9: REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION										
<i>TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.</i>											
Part I: Vendor Information											
1. Legal Business Name:	2. If you use a DBA, please list below:										
3. Entity Type (Check one only): <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Business Corporation <input type="checkbox"/> Unincorporated Association/Business <input type="checkbox"/> Federal Government <input type="checkbox"/> State Government <input type="checkbox"/> Public Authority <input type="checkbox"/> Local Government <input type="checkbox"/> School District <input type="checkbox"/> Fire District <input type="checkbox"/> Other _____											
Part II: Taxpayer Identification Number (TIN) & Taxpayer Identification Type											
1. Enter your TIN here: (DO NOT USE DASHES)											
<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>											
2. Taxpayer Identification Type (check appropriate box): <input type="checkbox"/> Employer ID No. (EIN) <input type="checkbox"/> Social Security No. (SSN) <input type="checkbox"/> Individual Taxpayer ID No. (ITIN) <input type="checkbox"/> N/A (Non-United States Business Entity)											
Part III: Address											
1. Physical Address:	2. Remittance Address:										
Number, Street, and Apartment or Suite Number	Number, Street, and Apartment or Suite Number										
City, State, and Nine Digit Zip Code or Country	City, State, and Nine Digit Zip Code or Country										
Part IV: Exemption from Backup Withholding and Certification											
For payees exempt from Backup Withholding, check the box below. Valid explanation required for exemption. See instructions. <input type="checkbox"/> Exempt from Backup Withholding											
The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. Under penalties of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number (TIN).											
Sign Here:											
Signature	Date										
Print Preparer's Name	Phone Number										
	Email Address										
Part V: Contact Information – Individual Authorized to Represent the Vendor											
Vendor Contact Person: _____	Title: _____										
Contact's Email Address: _____	Phone Number: _____										
DO NOT SUBMIT FORM TO IRS — SUBMIT FORM TO NYS ONLY AS DIRECTED											
FOR OSC USE ONLY											

Appendix C

Sample Contract Service Agreement

Request for Quotes No. 1776



ANDREW M. CUOMO
GOVERNOR

STATE OF NEW YORK
EXECUTIVE DEPARTMENT
OFFICE OF GENERAL SERVICES
MAYOR ERASTUS CORNING 2ND TOWER
THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA
ALBANY, NEW YORK 12242

ROANN M. DESTITO
COMMISSIONER

SERVICE AGREEMENT

Contract No. _____

Solicitation #1776

Term: _____

This agreement made this ____ day of _____ 2012 by and between THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as "STATE", acting by and through Roann M. Destito, the Commissioner of General Services, thereinafter referred to as "Commissioner", whose office is in the Mayor Erastus Corning II Tower, Empire State Plaza, the City and County of Albany, State of New York and; _____ hereinafter referred to as "Contractor."

WHEREAS, the State has formally requested contractors for proposals for the following described PROJECT: Pre-Maintenance Services for Exterior Suspended Scaffolds located at Agency Buildings 1 through 4, Empire State Plaza, Albany NY, a copy of which is hereto annexed and made a part thereof, hereinafter referred to as the "Request for Quotes" or "RFQ", and;

WHEREAS, the Commissioner has determined that the contractor is the successful bidder, and the contractor is willing to undertake the services and to provide the necessary materials, labor, and equipment in connection therewith.

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the covenants and obligations moving to each party hereto from the other, the parties hereto do hereby agree as follows:

- 1) The Contractor agrees to perform this contract and to furnish the services, labor and materials required in connection therewith, in accordance with all of the conditions, covenants and representations contained in the proposal and specifications which are hereto annexed and incorporated herein and which are deemed to be a part of this contract with the same force and effect as herein set forth separately, specifically and at length, and the State agrees to pay to the Contractor therefore those rates specified in the proposal.
- 2) It is understood by and between the parties hereto that this agreement shall be deemed executory to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purpose thereof.
- 3) The established maximum value of this contract shall be set at \$ _____, and shall not be exceeded.

4) Inconsistencies:

In the event of any discrepancy, disagreement or ambiguity between this contract agreement and its Appendices, or between any Appendices, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

- (i) Appendix A
- (ii) This Contract Agreement
- (iii) Request for Quote including any Addenda
- (iv) The Contractor's Quote

5) Termination:

A.) Termination

The Office of General Services may, upon thirty (30) days notice, terminate this Agreement in the event of the Contractor's failure to comply with any of the bid's requirements unless the Contractor obtained a waiver of the requirement. In addition, OGS may also terminate this Agreement upon ten (10) days written notice if the Contractor makes any arrangement or assignment for the benefit of creditors. Furthermore, OGS shall have the right, in its sole discretion, at any time to terminate this Agreement, 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 this Agreement and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

B.) Procurement Lobbying Termination

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

- 6) By signing this Service Agreement, Contractor certifies that all information provided to OGS with respect to State Finance Law §139-k is complete, true and accurate.
- 7) In accordance with 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of contract and the Contractor shall be liable to OGS for liquidated or other appropriate damages, as set forth in the solicitation.

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

CONTRACT NO. _____
(To be completed by Agency)

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.)

AGENCY SIGNATURE

SIGNATURE

PRINT NAME

TITLE

DATED _____

CONTRACTOR'S SIGNATURE

SIGNATURE

PRINT NAME

TITLE

DATED _____

COMPANY

ADDRESS

CITY STATE / ZIP

TELEPHONE NUMBER

FEDERAL I.D. NUMBER

NYS Vendor I.D. Number

ATTORNEY GENERAL'S SIGNATURE
Approved:

DATED _____

COMPTROLLER'S SIGNATURE

DATED _____

Appendix D

New York State Prevailing Wage Rate Schedule

Request for Quotes No. 1776



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

NYS Office of General Services
Kathleen Gallagher, Purchasing Agent
40th Floor - Financial Admin.
Corning Tower
Empire State Plaza
Albany NY 12242

Schedule Year 2012 through 2013
Date Requested 08/23/2012
PRC# 2012007389

Location Albany
Project ID# 1776
Project Type Pre-maintenance services on power-driven exterior suspended scaffolds.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2012 through June 2013. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

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

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

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

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

NYS Office of General Services
Kathleen Gallagher, Purchasing Agent
40th Floor - Financial Admin.
Corning Tower
Empire State Plaza
Albany NY 12242

Schedule Year 2012 through 2013
Date Requested 08/23/2012
PRC# 2012007389

Location Albany
Project ID# 1776
Project Type Pre-maintenance services on power-driven exterior suspended scaffolds.

Notice of Contract Award

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

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

Contractor Information
All information must be supplied

Form with fields for Federal Employer Identification Number, Name, Address, City, State, Zip, Amount of Contract, Approximate Starting Date, Approximate Completion Date, and Contract Type (General Construction, Heating/Ventilation, Electrical, Plumbing, Other).

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

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

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Construction Industry Fair Play Act

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

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

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

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

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



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

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

The law says that you are an employee unless:

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

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

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

Employee rights. If you are an employee:

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

Independent Contractors: If you are an independent contractor:

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

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

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

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

Employer Name:

WORKER NOTIFICATION

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

Effective February 24, 2008

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

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

Attention Employees

THIS IS A: PUBLIC WORK PROJECT

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

Chapter 629 of the Labor Laws of 2007:

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

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

Albany	(518) 457-2744	Patchogue	(631) 687-4886
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

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

Contractor Name: _____

Project Location: _____

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

Effective July 18, 2008

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

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

Where to find OSHA 10-hour Construction Course

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

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

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

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

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

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

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: mailto:japs@buffalo.edu

(716) 829-2125

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

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingletin@keene.edu

(800) 449-6742

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

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

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

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

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS Reform 2008

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

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

IMPORTANT INFORMATION

Regarding Use of Form PW30R

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

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

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

AND

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

REMEMBER...

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

Do not write in any additional Classifications or Counties.

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

Instructions for Completing Form PW30R

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

Before completing Form PW30R check to be sure ...

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

Instructions (Type or Print legibly):

Contractor Information:

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

Project Information:

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

Do not write in any additional Classifications or Counties.

Requestor Information:

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

Return Completed Form:

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



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

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

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

Please Type or Print the Requested Information

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

Contractor Information

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

Project Information

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

Requestor Information

Name: _____
 Title: _____ Date : _____

Job Classification Checklist

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

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

Job Classification	Tag #	Applicable Counties	Check Box
Carpenter - Building	1042	Clinton, Essex, Franklin	<input type="checkbox"/>
Carpenter - Building	370	Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie	<input type="checkbox"/>
Carpenter - Building	370Z2	Hamilton, Warren, Washington	<input type="checkbox"/>
Carpenter - Building	370Z3	Saratoga	<input type="checkbox"/>
Carpenter - Heavy&Highway	370Saratoga	Saratoga	<input type="checkbox"/>
Carpenter - Heavy&Highway	370/1042H/H	Clinton, Essex, Franklin, Hamilton	<input type="checkbox"/>
Carpenter - Heavy&Highway	370H/H	Albany, Fulton, Montgomery, Rensselaer, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Carpenter - Building	85	Livingston, Monroe, Ontario, Wayne, Wyoming	<input type="checkbox"/>
Carpenter - Building	281B	Cayuga, Seneca, Yates	<input type="checkbox"/>
Carpenter - Heavy/Highway	281HH	Cayuga, Seneca, Yates	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	280	Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	9	Erie, Cattaraugus	<input type="checkbox"/>
Carpenter - Heavy&Highway	66h	Allegany, Chautauqua, Cattaraugus	<input type="checkbox"/>
Carpenter - Building	66	Allegany, Chautauqua, Cattaraugus	<input type="checkbox"/>
Carpenter - Building	277 CST	Cortland, Schuyler, Tompkins	<input type="checkbox"/>
Carpenter - Building	277 JLS	Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Carpenter - Building	277 omh	Herkimer, Madison, Oneida	<input type="checkbox"/>
Carpenter - Building	277 On	Onondaga	<input type="checkbox"/>
Carpenter - Building	277 Os	Oswego	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h CST	Cortland, Schuyler, Tompkins	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h JLS	Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h On	Onondaga	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	277CDO	Chenango, Delaware, Otsego	<input type="checkbox"/>
Carpenter - Heavy/Highway	277oneidah	Herkimer, Madison, Oneida	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h Os	Oswego	<input type="checkbox"/>
Electrician	25m	Nassau, Suffolk	<input type="checkbox"/>
Electrician	43	Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne	<input type="checkbox"/>
Electrician	840Teledata and 840 Z1	Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>

Job Classification Checklist

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

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

Job Classification	Tag #	Applicable Counties	Check Box
Electrician	86	Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming	<input type="checkbox"/>
Electrician	910	Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	Nassau, Suffolk	<input type="checkbox"/>
Electrician Lineman	1249a	Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates	<input type="checkbox"/>
Elevator Constructor	138	Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	<input type="checkbox"/>
Elevator Constructor	14	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Elevator Constructor	27	Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates	<input type="checkbox"/>
Elevator Constructor	35	Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Elevator Constructor	62.1	Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>
Glazier	660	Allegany, Cattaraugus, Chautaugua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Glazier	660r	<u>Allegany, Cattaraugus, Chautaugua, Erie, Genesee, Niagara, Orleans, Wyoming</u>	<input type="checkbox"/>
Glazier	677.1	Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates	<input type="checkbox"/>
Glazier	667.Z-2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego	<input type="checkbox"/>
Glazier	677z3	Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins	<input type="checkbox"/>
Glazier	667r.2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego	<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>

Job Classification Checklist

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

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

Job Classification	Tag #	Applicable Counties	Check Box
Laborers - Residential Deconstruction, Demolition	601	Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Essex, Franklin, Genesee, Jefferson, Lewis, Livingston, Monroe, Onondaga, Ontario, Orleans, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Wayne, Wyoming, Yates	<input type="checkbox"/>
Laborer - Building	621b	Allegany, Cattaraugus, Chautauqua	<input type="checkbox"/>
Laborer - Residential	621r	Allegany, Cattaraugus, Chautauqua	<input type="checkbox"/>
Mason - Building/Heavy&Highway	780	Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	832H	Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates	<input type="checkbox"/>
Operating Engineer - Heavy/Highway	137H/H	Putnam, Westchester	<input type="checkbox"/>
Painter	178 B	Broome, Chenango, Tioga	<input type="checkbox"/>
Painter	178 E	Chemung, Schuyler, Steuben	<input type="checkbox"/>
Painter	178 O	Delaware, Otsego	<input type="checkbox"/>
Painter	31	Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca	<input type="checkbox"/>
Painter	38.O	Oswego	<input type="checkbox"/>
Painter	4-Buf,Nia,Olean	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming	<input type="checkbox"/>
Painter	4-Jamestown	Cattaraugus, Chautauqua	<input type="checkbox"/>
Painter	150	Livingston, Monroe, Ontario, Wayne, Yates	<input type="checkbox"/>
Sheetmetal Worker	46	Livingston, Monroe, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	294h/h	Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Teamster - Heavy&Highway	317a.hh	Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	693.H/H	Broome, Chenango, Delaware, Otsego, Tioga	<input type="checkbox"/>
Teamster - Building/Heavy&Highway	456	Putnam, Westchester	<input type="checkbox"/>

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Albany County General Construction

Asbestos Worker **08/01/2012**

JOB DESCRIPTION Asbestos Worker **DISTRICT 9**

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

WAGES

Per hour 7/01/2012

Asbestos Worker
 Removal & hazardous
 abatement Only \$ 30.00

Only for the removal of insulation materials from mechanical systems which are not going to be scrapped.

SUPPLEMENTAL BENEFITS

Per hour paid

 Journeyman \$ 11.00

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (2, 4, 6, 25) on HOLIDAY PAGE

*Code Q applies to 4,6,25.

**Code T applies to 2.

9-12a - Removal Only

Boilermaker **08/01/2012**

JOB DESCRIPTION Boilermaker **DISTRICT 1**

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

WAGES

Per hour	07/01/2012	01/01/2013 An additional	01/01/2014 An additional
Boilermaker	\$ 30.00	\$ 1.25*	\$ 1.15*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

 Journeymen \$ 22.87*
+ 0.89

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

65% 65% 70% 75% 80% 85% 90% 95%

Supplemental Benefits per hour worked

All Apprentices get same benefits as Journeyman.

1-197

Carpenter - Building

08/01/2012

JOB DESCRIPTION Carpenter - Building

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2012	06/01/2013 An Additional	06/01/2014 An Additional
Carpenter	\$ 27.74	\$ 1.45*	\$ 1.61*
Floor Coverer	27.74	1.45*	1.61*
Carpet Layer	27.74	1.45*	1.61*
Dry-Wall	27.74	1.45*	1.61*
Lather	27.74	1.45*	1.61*
Piledriver	27.99	1.45*	1.61*
Diver-Wet Day	61.25	1.45*	1.61*
Diver -Dry Day	28.74	1.45*	1.61*
Diver Tender	28.74	1.45*	1.61*

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:

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

(*)To be allocated at a later date

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 16.85

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked:

Carpenter	
1st year term	\$ 9.11
2nd year term	9.11
3rd year term	11.61
4th year term	11.61

1-291B-Alb

Carpenter - Building / Heavy&Highway **08/01/2012**

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT 1**

ENTIRE COUNTIES

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

WAGES

Wages per hour:

	07/01/2012	07/01/2013 An Additional	07/01/2014 An Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface Installer	\$ 27.21	\$ 0.80*	\$ 0.73*

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

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour Paid:

	07/01/2012
Journeyman	\$ 18.09

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE
 Overtime: See (5, 6, 16) on HOLIDAY PAGE

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour paid:

	07/01/2012
Carpenter	
1st year term	\$ 9.09
2nd year term	14.49
3rd year term	15.39
4th year term	16.29

1-42AtSS

Carpenter - Heavy&Highway **08/01/2012**

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

ENTIRE COUNTIES

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

WAGES

Per hour

07/01/2012	07/01/2013	07/01/2014
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		An Additional	An Additional
Carpenter	\$ 27.00	\$ 0.76*	\$ 0.77*
Millwright	28.50	0.76*	0.77*
Piledriver	27.00	0.76*	0.77*
Diver-Wet Day	62.50	0.76*	0.77*
Diver-Dry Day	28.00	0.76*	0.77*
Diver-Tender	28.00	0.76*	0.77*
Diver-Slurry and Effluent	93.75	0.76*	0.77*

(*)To be allocated at a later date.

State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
 Certified welders when required to perform welding work will receive an additional \$1.25 per hour.

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

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

Diver rates applies to all hours worked on dive day. Additional pay based upon the deepest depth or penetration on the day of the dive:

Depth Pay	0' to 80' no additional. 81' to 100' an additional \$0.50 per foot 101' to 150' an additional \$0.75 per foot 151' and deeper an additional \$1.25 per foot
Penetration pay for divers	0' to 50' no additional. 51' to 100' an additional \$0.75 per foot 101' and deeper an additional \$1.00 per foot

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 18.30

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

1st year terms	\$ 9.09
2nd year terms	9.09
3rd year terms	11.59
4th year terms	11.59

1-291HH-Alb

Electrician

08/01/2012

JOB DESCRIPTION Electrician

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour

	07/01/2012	05/01/2013 Additional	05/01/2014 Additional
Electrician	\$33.50	\$1.95*	\$1.95*
Audio/Sound	33.50	1.95*	1.95*
Video	33.50	1.95*	1.95*
Tele-Data	33.50	1.95*	1.95*

Notes: An additional 5% above rate for work over 30' above floor when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.

An additional 10% above rate on towers & smoke stacks over 100' high.

An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

An additional 5% above rate when Journeymen are required to work as Lead(Pb) cable splicers.

An additional 10% above rate when Journeymen Welders are required to have ASME verification.

(*) To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 19.02
	+3% of wage

OVERTIME PAY

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

* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Saturday, it shall be celebrated on Friday. If the holiday falls on Sunday, it shall be celebrated on Monday.

REGISTERED APPRENTICES

Wages per hour

Terms at the following percentage of Journeyman's wage.

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

Notes: An additional 5% above rate for work over 30' above floor when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.

An additional 10% above rate on towers & smoke stacks over 100' high.

An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

Supplemental Benefits per hour worked

1st term	\$ 9.41*
2nd term	9.41*
All others	19.02*

*Plus additional 3% of wage

1-236

Elevator Constructor

08/01/2012

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour	07/01/2012	01/01/2013	01/01/2014	01/01/2015
Mechanic	\$40.09*	\$ 40.36*	\$ 40.90*	\$ 41.51*
Helper	70% of Mechanic Wage Rate			

(**)To be allocated at a later date

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

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

SUPPLEMENTAL BENEFITS

Per hour worked	07/01/2012	01/01/2013	01/01/2014	01/01/2015
Journeyman/Helper	\$ 23.535*	\$ 25.185*	\$ 26.785*	\$ 28.385*

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

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

Supplemental Benefits per hour worked

Same as Journeyman/Helper

1-35

Glazier

08/01/2012

JOB DESCRIPTION Glazier

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour	07/01/2012	05/01/2013
Glazier base wage	\$ 24.80	\$1.50**
	+ additional \$1.55 per hour for all hours worked	

*High Work Base Wage 28.00
 + additional \$3.55 per hour for all hours worked

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

(**)To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked	
Journeyman	\$ 14.28
Journeyman High Work	19.63

OVERTIME PAY

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

HOLIDAY

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

Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

REGISTERED APPRENTICES

Wages per hour

Apprentice Glazier One Half Year (900 hr) terms at the following percentage of Journeyman's base wage.

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

+ additional \$1.55 per hour for all hours worked for all terms

Apprentice Glazier Hi-Work One Half Year (900 hr) terms at the following percentage of Journeyman's Hi-Work base wage.

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

+ additional \$3.55 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

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

Apprentice	
1st-4th term	\$12.93
5th-8th term	14.28
Apprentice High Work	
1st-4th term	\$ 15.08
5th-8th term	19.63

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

Apprentice	\$ 14.28
Apprentice High Work	19.63

1-201

Insulator - Heat & Frost

08/01/2012

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Wages per hour 07/01/2012

Asbestos Worker*	\$ 29.64
Insulator*	29.64
Firestopping Worker*	25.19

(*On Mechanical Systems only.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 18.95

OVERTIME PAY

See (*B1, **Q) on OVERTIME PAGE

*B1=Double time begins after 10 hours on Saturday

**Q=Triple time on Labor Day if worked.

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked:

Apprentices \$ 18.95

1-40

Ironworker **08/01/2012**

JOB DESCRIPTION Ironworker

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown.

Hamilton: Only the Townships of Hope, Benson and Wells.

Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

Otsego: Only the Towns of Unadilla, Butternut, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

WAGES

Per hour	07/01/2012	05/01/2013 An Additional	05/01/2014 An Additional
Ornamental	\$ 28.00	\$1.45*	\$1.55*
Reinforcing	28.00	1.45*	1.55*
Rodman	28.00	1.45*	1.55*
Structural & Precast	28.00	1.45*	1.55*
Mover/Rigger	28.00	1.45*	1.55*
Fence Erector	28.00	1.45*	1.55*
Stone Derrickman	28.00	1.45*	1.55*
Sheeter	28.25	1.45*	1.55*
Curtain Wall Installer	28.00	1.45*	1.55*
Metal Window Installer	28.00	1.45*	1.55*

*To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked

JOURNEYMAN \$ 23.11

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2012
1st yr	\$ 16.00
2nd yr	18.00
3rd yr	20.00
4th yr	22.00

Supplemental Benefits per hour worked

1st year	\$ 9.00
2nd year	17.68
3rd year	18.92
4th year	20.16

1-12

Laborer - Building **08/01/2012**

JOB DESCRIPTION Laborer - Building **DISTRICT 1**

ENTIRE COUNTIES
 Albany, Rensselaer, Washington

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

WAGES

Per hour		07/01/2012	07/01/2013 An Additional
Group #1:			
All Classifications except as noted in Groups 2 & 3	\$ 23.71		\$ 1.40*
Group #2:			
Blaster, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Metal Formsetter sidewalk),Well Pointing & Laser Operator	24.21		1.40*
Group #3:			
Handling of Asbestos or Toxic Materials	25.06		1.40*

(*)To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 17.19

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour worked

	07/01/2012
Apprentices	\$ 17.19

1-190

Laborer - Heavy&Highway **08/01/2012**

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

ENTIRE COUNTIES
 Albany, Rensselaer, Washington

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

WAGES

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

GROUP # B:

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

GROUP # C:

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

GROUP # D:

Blasters, Metal Form Setters(sidewalk), Stone or Granite Curb Setters.

GROUP # E:

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

WAGES per hour

07/01/2012

Group # A	\$ 26.39
Group # B	26.59
Group # C	26.79
Group # D	26.99
Group # E	28.39

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

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 17.45
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

Apprentices	\$ 17.45
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1-190 h/h

Lineman Electrician

08/01/2012

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

NOTE: Includes Teledata Work within Ten feet of High Voltage Transmission Lines

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

07/01/2012

Lineman /Techician	\$ 42.72
Welder/Cable Splicer	42.72
Digging Machine Operator	38.45
Tractor Trailer Driver	36.31
Groundman/Truck Driver	34.18
Mechanic 1st Class	34.18
Flagman	25.63

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

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

Lineman/Technician	\$ 42.72
Cable Splicer pipe type cable	46.99
Certified Welder pipe type	44.86
Digging Machine Operator	38.45
Tractor Trailer Driver	36.31
Mechanic 1st Class	34.18
Groundman/Truck Driver	34.18
Flagman	25.63

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

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

Lineman/Technician/Welder	\$ 44.01
Digging Machine Operator	39.61
Tractor Trailer Driver	37.41
Groundman/Truck Driver	35.21
Mech. 1st Class	35.21
Flagman	26.41
Certified WelderPipe Type Cable	46.21
Cable Splicer pipe type cable	48.41

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

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

Lineman/Tech./Welder	\$ 45.23
Cable splicer	45.23
Digging Machine Operator	40.71
Tractor Trailer Driver	38.45
Groundman/Truck Driver	36.18
Mechanic 1st Class	36.18
Flagman	27.14

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

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

\$ 18.25

*plus 7.5% of
 hourly wage paid

OVERTIME PAY

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

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

1st shift	8:00 AM to 4:30 PM REGULAR RATE
2nd shift	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3rd shift	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

HOLIDAY

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

SUPPLEMENTS for holidays paid at straight time

REGISTERED APPRENTICES

(1000) hr terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour worked:

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

\$ 18.25
 *plus 7.5% of
 hourly wage paid

*NOTE: The 7.5% is based on the hourly wage paid, straight time rate or premium rate.

6-1249a

Lineman Electrician - Teledata

08/01/2012

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

FOR WORK OUTSIDE BUILDING PROPERTY LINES.

	07/01/2012	01/01/2013	01/01/2014
Cable Splicer	\$ 27.99	\$ 28.55	\$ 29.12
Installer/Repairman	26.57	27.10	27.64
Teledata Lineman	26.57	27.10	27.64
Technician/Equip Oper	26.57	27.10	27.64
Groundman	14.09	14.37	14.66

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

SUPPLEMENTAL BENEFITS

Per hour worked:

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

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting

08/01/2012

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

07/01/2012

Lineman/Technician	\$ 38.25
Certified Welder	40.16
Digging Mach	34.43
Tractor trailer driver	32.51
Groundman Truck Driver	30.60
Mechanic 1st Class	30.60
Flagman	22.95

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

SUPPLEMENTAL BENEFITS

Per hour worked:

All classifications	\$18.25
	*plus 7% of
	hourly wage paid

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

OVERTIME PAY

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

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

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

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: (1000) hour terms at the following percentage of Journeymans Wage.

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

SUPPLEMENTAL BENEFITS: Same as Journeyman/Technician.

6-1249a-LT

Lineman Electrician - Tree Trimmer

08/01/2012

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

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

07/01/2012

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

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 7.88
 *plus 3% of
 hourly wage paid

Supplements paid at STRAIGHT TIME rate for holidays.

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249TT

Mason - Building

08/01/2012

JOB DESCRIPTION Mason - Building

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour	07/01/2012	06/01/2013	06/01/2014
		An Additional	An Additional

Tile/Marble/Terazzo

Setter	\$ 28.88	\$1.30*	\$1.35*
Finisher	22.94	1.03*	1.07*

(*) To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 17.53
Journeyman Finisher	14.83

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:

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

Finisher:

1st term 0-500 hours	70%
2nd term 501-1500 hours	80%
3rd term 1501-2500 hours	90%
4th term 2501-3700 hours	95%

Supplemental Benefits per hour worked

Setter:

1st term 0-500 hours	\$ 10.18
2nd term 501-1500 hours	10.18
3rd term 1501-2500 hours	13.86
4th term 2501-3500 hours	13.86
5th term 3501-4500 hours	15.69
6th term 4501-6000 hours	17.53

Finisher:

1st term 0-500 hours	\$ 9.68
2nd term 501-1500 hours	9.68
3rd term 1501-2500 hours	12.26
4th term 2501-3700 hours	12.26

1-2TS.1

Mason - Building **08/01/2012**

JOB DESCRIPTION Mason - Building

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour	07/01/2012	05/01/2013 An Additional	05/01/2014 An Additional
Bricklayer	\$ 30.36	\$ 1.25**	\$1.25**
Cement Mason(Bldg)	30.36	1.25**	1.25**
Plasterer/Fireproofing*	30.36	1.25**	1.25**
Pointer/Caulker/Cleaner	30.36	1.25**	1.25**
Stone Mason	30.36	1.25**	1.25**
Acid Brick	30.86	1.25**	1.25**

(*)Fireproofing of Structural only.

(**)To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 18.18
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OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

0-500 Hours	\$10.48
All others	18.18

1-2b.1

Mason - Heavy&Highway

08/01/2012

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour

07/01/2012

Mason &
Bricklayer

\$ 31.82

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

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 17.24

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

0-500 Hours	\$ 10.14
All others	17.24

1-2hh.1

Millwright

08/01/2012

JOB DESCRIPTION Millwright

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour:

07/01/2012

07/01/2013
An Additional

07/01/2014
An Additional

Millwright

\$ 28.53

\$1.14*

\$1.28*

Note: WELDER/HAZMAT - A Certified Welder shall received \$ 1.25 per hour in addition to the current journeyman's rate provided he/she is directed to perform certified welding. If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that Employee shall receive a \$ 1.25 premium per hour.

(*) To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked:

Millwright \$ 16.94

OVERTIME PAY

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

*Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire or natural disaster prevent the performance of work on a regularly scheduled work day. If a make-up day is utilized, a minimum of eight hours must be scheduled.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour worked:

1st Year Term	\$ 7.94
2nd Year Term	14.24
3rd Year Term	15.14
4th Year Term	16.04

1-1163b

Operating Engineer - Building

08/01/2012

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

CLASS A1:

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

CLASS A:

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

CLASS B:

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

CLASS C:

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

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

WAGES per hour	07/01/2012	07/01/2013	07/01/2014
Class # A1	\$ 35.20	\$ 36.55	\$ 37.90
Class # A	34.76	36.11	37.46
Class # B	33.85	35.20	36.55
Class # C	31.28	32.63	33.98

Additional \$0.50 per hr for Tower Cranes.
 Additional \$1.00 per hr for Cranes with Boom length & jib 150ft. and over.
 Additional \$2.00 per hr for Cranes with Boom length & jib 200ft. and over.
 Additional \$2.00 per hr over B rate for Nuclear Leader work.
 Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 22.37	\$ 23.12	\$ 23.87
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday. Employees who work a Saturday holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

	07/01/2012	07/01/2013	07/01/2014
All terms	\$ 17.80	\$ 18.55	\$ 19.30

1-158 Alb

Operating Engineer - Heavy&Highway

08/01/2012

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

CLASSIFICATION A:

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

CLASSIFICATION B:

Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vermeer saw (ride on, any size or type), Welder

CLASSIFICATION C:

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

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

WAGES per hour

	07/01/2012	07/01/2013	07/01/2014
Master Mechanic	\$ 36.32	\$ 37.67	\$ 39.02
Class A*	34.71	36.06	37.41
Class B	33.80	35.15	36.50
Class C	31.23	32.58	33.93

Additional \$2.00 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 22.60	\$ 23.35	\$ 24.10
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

	07/01/2012	07/01/2013	07/01/2014
All Terms	\$ 18.00	\$ 18.75	\$ 19.50

1-158H/H Alb

Operating Engineer - Marine Construction **08/01/2012**

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

DREDGING OPERATIONS CLASS A Operator, Leverman, Lead Dredgeman	07/01/2012 \$ 32.89
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CLASS A1 Dozer, Front Loader Operator	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.
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CLASS B Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	\$ 28.49
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Certified Welder, Boat Operator(licensed)	\$ 26.84
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CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	\$ 26.14
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Welder (please add)\$ 0.06

Boat Operator	\$ 25.29
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CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	\$ 21.09
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Oiler(please add)\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2012 \$ 8.45 plus 7% of straight time wage overtime hours add \$ 0.63
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All Class C \$ 8.10 plus 8%
of straight time
wage overtime hours
add \$ 0.48

All Class D \$ 7.85 plus 8%
of straight time
wage overtime hours
add \$ 0.33

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

4-25a-MarConst

Operating Engineer - Survey Crew

08/01/2012

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: : The Northern portion of the county from the Northern boundry line of the City of Poughkeepsie North.

Genesee: Only that portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia

WAGES

Per hour:

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

07/01/2012

Survey Rates:

Party Chief \$ 32.62
Instrument/Rod person 29.85

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 21.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: (1 yr. or 1000 hrs.) terms at the following wage rates.

1st year 60% \$ 17.91
2nd year 70% 20.89
3rd year 80% 23.88

SUPPLEMENTAL BENEFITS:

\$ 21.75

6-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

08/01/2012

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundry line of the City of Poughkeepsie north.

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

WAGES

Per hour:

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

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party.

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

Rodman- One who holds the rods and in general, assists the survey party.

07/01/2012

Survey Rates:

Party Chief \$ 32.62

Instrument/Rodperson 29.85

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 21.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

6-545 DCE

Operating Engineer - Tunnel

08/01/2012

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 5

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

Genesee: Only that portion of the county that lies east of a linedrawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

Crane 1: All cranes, including self erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton nad below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

MASTER MECHANIC/CHIEF TUNNEL ENG.:

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

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

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

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

Per hour:	07/01/2012	07/01/2013	07/01/2014
Crane 1	\$ 41.28	\$ 42.48	\$ 43.68
Crane 2	40.28	41.48	42.68
Crane 3	39.28	40.48	41.68
Master Mechanic	39.41	40.61	41.81
CLASS A	37.28	38.48	39.68
CLASS B	36.06	37.26	38.46
CLASS C	33.27	34.47	35.67
CLASS D	30.26	31.46	32.66

SUPPLEMENTAL BENEFITS

Per hour paid:			
Journeyman	\$ 22.75	\$ 23.65	\$ 24.55

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

(1000) hours terms at the following percentages.

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

Supplemental Benefits per hour paid:

\$ 22.75	\$ 23.65	\$ 24.55
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Painter **08/01/2012**

JOB DESCRIPTION Painter **DISTRICT 1**

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

WAGES
 Per hour
 07/01/2012

Brush, Roller, Spray	\$ 26.84
Dry Wall Taper	26.84
Paper Hanger	26.84
Epoxy, Scaffold	26.84
Sandblasting	26.84
Structural Steel*	27.84
Lead Abatement	27.84
Lead Abatement on Structural Steel	28.84

(*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate. Structural Steel rate also applies to tanks over 100,000 gallons or over 20 feet high or under 55 feet wall height, towers, smoke stacks, flag poles.

Bridge Painter
 See Bridge Painter rates for the following work:
 All Bridges, All Elevated Tanks and Shell Tanks over 55 feet wall height.

SUPPLEMENTAL BENEFITS
 Per hour worked

Journeyman \$ 9.32

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

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

Note: If any of the holidays herein are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law.

REGISTERED APPRENTICES
 Wages per hour

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

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

Supplemental Benefits per hour worked

All Terms \$ 9.32

1-466-Z1

Painter - Bridge & Structural Steel **08/01/2012**

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: 07/01/2012 10/1/2012

STEEL:

Bridge Painting	\$ 51.23	\$ 52.23
Power Tool/Spray	Additional \$6.00 per hour above hourly rate, whether straight time or overtime	

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

SUPPLEMENTAL BENEFITS

Per Hour Worked:

	07/01/2012	10/1/2012
Journeyworker	\$ 26.80* \$ 31.04**	\$ 27.05
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: Calculate overtime rate as follows: Bridge Painting and Power Tool/Spray titles subtract \$4.98 from the hourly rate.

HOLIDAY

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

REGISTERED APPRENTICES

(Wage per hour Worked):

Apprentices: (1) year terms

	1st	2nd	3rd
07/01/2012	\$ 20.55	\$ 30.78	\$ 41.00
10/01/2012	\$ 20.95	\$ 31.38	\$ 41.80

Supplemental Benefits per hour worked:

07/01/2012	\$ 8.35	\$ 19.00	\$ 22.90
10/01/2012	\$ 8.70	\$ 19.15	\$ 23.10

9-DC-9/806/155-BrSS

Painter - Line Striping

08/01/2012

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):	07/01/2012
Striping-Machine Operator*	\$26.61 plus an additional \$0.50**
Linerman Thermoplastic	\$31.87 plus an additional \$0.50**

** To be allocated at a future date

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: 07/01/2012
Journeyworker:

Striping-Machine operator \$ 14.18
Linerman Thermoplastic \$ 14.55

OVERTIME PAY

See (*B, **B2, E, E2, 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

08/01/2012

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

07/01/2012

Metal Polisher \$ 26.11
Metal Polisher** \$ 27.02
Metal Polisher*** \$ 29.61

**Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2012

Journeyworker:
All classification \$ 12.92

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

Wages per hour:
One (1) year term at the following wage rates:

1st	2nd	3rd
\$13.50	\$15.00	\$18.00

Supplementals benefits:

Per hour paid:		
1st	2nd	3rd
\$10.27	\$10.39	\$10.63

9-8A/28A-MP

Plumber

08/01/2012

JOB DESCRIPTION Plumber

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour:

07/01/2012

Plumber:

Pipefitter, Steamfitter \$ 34.52

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 22.26

OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Whenever a Holiday falls on Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked:

07/01/2012

Apprentices \$ 22.26

1-7-SF

Roofer

08/01/2012

JOB DESCRIPTION Roofer

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

	07/01/2012	06/01/2013
		An Additional
Roofer/Waterproofer	\$ 27.00	\$ 1.50*
Pitch & Asbestos	29.00	\$ 1.50*

(*)To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 13.52

OVERTIME PAY

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

* Saturday may be used as a make up day at straight time if employee misses 8 hrs or more during that week due to inclement weather.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

REGISTERED APPRENTICES

Wages per hour

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

1st yr 1st half	50%
1st yr 2nd half	58%
2nd yr 1st half	66%
2nd yr 2nd half	74%

3rd yr 1st half	82%
3rd yr 2nd half	90%

Supplemental Benefits per hour worked

1st yr 1st half	\$ 11.75
1st yr 2nd half	11.94
2nd yr 1st half	12.17
2nd yr 2nd half	12.37
3rd yr 1st half	12.65
3rd yr 2nd half	12.85

1-241

Sheetmetal Worker

08/01/2012

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

07/01/2012

Sheetmetal Worker \$ 30.86

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 22.53
+3% of
wage

OVERTIME PAY

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

* Double time after 8 hours on Saturdays.

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

6 Month Terms at the following rate:

1st term	\$ 16.25
2nd term	17.58
3rd term	18.24
4th term	18.91
5th term	19.13
6th term	20.06
7th term	21.60
8th term	23.15
9th term	24.69
10th term	26.23

Supplemental Benefits per hour worked

1st term	\$ 15.10
2nd term	15.54
3rd term	15.77
4th term	16.00
5th term	19.49
6th term	19.80
7th term	20.32
8th term	20.84

9th term	21.37
10th term	21.89

Sprinkler Fitter **08/01/2012**

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour	07/01/2012	01/01/2013
Sprinkler Fitter	\$ 29.83	\$ 29.83

SUPPLEMENTAL BENEFITS

Per hour worked		
Journeyman	\$ 20.37	\$ 20.52

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

For Apprentices HIRED PRIOR TO 04/01/2010:

One Half Year terms at the following wage

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

Supplemental Benefits per hour worked

	07/01/2012	01/01/2013
1st & 2nd Terms	\$ 8.60	\$ 8.60
3rd Term	14.72	14.87
4th Term	14.76	14.91
5th Term	20.06	20.21
6th Term	20.10	20.25
7th Term	20.15	20.30
8th Term	20.19	20.34
9th Term	20.24	20.39
10th Term	20.28	20.43

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

One Half Year terms at the following wage

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

Supplemental Benefits per hour worked

	07/01/2012	01/01/2013
1st Term	\$ 8.56	\$ 8.56
2nd Term	8.60	8.60
3rd Term	14.72	14.87
4th Term	14.76	14.91
5th Term	15.31	15.46
6th Term	15.35	15.50

7th Term	15.40	15.55
8th Term	15.44	15.59
9th Term	15.49	15.64
10th Term	15.53	15.68

1-669

Teamster - Building

08/01/2012

JOB DESCRIPTION Teamster - Building

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

GROUP # A:

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

GROUP # B:

Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

	07/01/2012	07/01/2013
Group A	\$25.27	\$25.27
Group B	\$25.57	\$25.57

SUPPLEMENTAL BENEFITS

Per hour worked

	07/01/2012	07/01/2013
Journeyman	\$ 15.66	\$ 17.06

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

1-294

Teamster - Heavy&Highway

08/01/2012

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

GROUP #1:

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

GROUP #2:

Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:

Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:

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

GROUP #5:

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

WAGES per hour	07/01/2012	07/01/2013	07/01/2014	07/01/2015
Group #1	\$ 26.42	\$26.67	\$26.91	\$26.91
Group #2	26.47	26.72	26.97	26.97
Group #3	26.56	26.81	27.06	27.06
Group #4	26.67	26.92	27.17	27.17
Group #5	26.82	27.07	27.32	27.32

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

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

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

SUPPLEMENTAL BENEFITS

Per hour paid:

\$ 16.39	\$17.77	\$19.26	\$20.90
+ \$1.00	+ \$1.00	+ \$1.00	+ \$1.00
per hour worked	per hour worked	per hour worked	per hour worked

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

1-294h/h

Welder

08/01/2012

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2012

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



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

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

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

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

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

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

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

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AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC		A & T IRON WORKS INC		25 CLIFF STREET NEW ROCHELLE NY 10801	12/21/2009	12/21/2014
DOL	DOL	****0711	A ULIANO & SON LTD		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL		A ULIANO CONSTRUCTION		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	NYC	****5804	AAR/CO ELECTRIC INC		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
DOL	NYC	****4486	ABBEY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	****0635	ABOVE ALL PUMP REPAIR CORP		360 KNICKERBOCKER AVENUE BATAVIA NY 11716	10/20/2008	10/20/2013
DOL	NYC	****5022	ACE DRYWALL SYSTEMS INC.		194 ASHLAND PLACE BROOKLYN NY 11217	03/06/2008	03/06/2013
DOL	AG	****8219	ACTIVE CABLING INC		C/O FRANK DECAPITE 7 SYCAMORE ROAD DRWOODBURY NY 11797	10/02/2008	10/01/2013
DOL	DOL		ADAM A CEMERYS		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	07/08/2015
DOL	DOL	****7584	ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	02/15/2017
DOL	DOL		AFFORDABLE PAINTING PLUS		367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL		ALBERT CASEY		43-28 54TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	DOL		ALL TOWNS MECHANICAL	BARRY MORRIS	18 EAST SUNRISE HIGHWAY FREEPORT NY 11758	01/21/2008	01/21/2013
DOL	DOL	****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL	****8534	ALPHA INTERIORS INC		513 ACORN STREET/ SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	****8291	AMIR'S VISION INC		230 PRATT STREET BUFFALO NY 14204	09/17/2008	09/17/2013
DOL	NYC		ANDERSON LOPEZ		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL	****0860	ANDREA STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	AG		ANTHONY BRANCA		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017
DOL	DOL		ANTHONY POSELLA		30 GLEN HOLLOW ROCHESTER NY 14622	10/19/2009	10/19/2014
DOL	DOL		ANTHONY TAORMINA		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
DOL	DOL		ANTHONY ULIANO		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	****2725	ARAGONA CONSTRUCTION CORP		5755 NEWHOUSE ROAD EAST AMHERST NY 14051	10/10/2007	10/10/2012
DOL	DOL	****8688	ARC MECHANICAL CORP		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
DOL	DOL	****8482	ARGO CONTRACTING CORP		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	NYC		ARIE BAR		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
DOL	DOL		ARTHUR C OSUORAH		PO BOX 1295 BUFFALO NY 14215	02/15/2008	02/15/2013
DOL	DOL	****8027	ARTHUR DESIGN ENGINEERS & ASSOCIATES		PO BOX 1295 BUFFALO NY 14215	02/15/2008	02/15/2013
DOL	DOL	****9336	ARTIERI SPECIALTIES LLC	SWITZER SALES	107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL	****2993	AST DRYWALL & ACOUSTICS INC		46 JOHN STREET - STE 711 NEW YORK NY 10038	12/16/2008	12/16/2013
DOL	DOL	****2534	B & B CONCRETE CONTRACTORS INC		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		BASIL ROMEO		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		BEATRICE ORTEGA		764 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013

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DOL	DOL	****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		BENNY VIGLIOTTI		C/O LUVIN CONSTRUCTION CO P O BOX 357CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	NYC		BERNARD COHNEN		193 HARWOOD PLACE PARAMUS NJ 07652	05/14/2008	05/14/2013
DOL	DOL	****6999	BEST ROOFING OF NEW JERSEY LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL	****9890	BETTY JOE FRAZIER	NOBLE CONSTRUCTI ON GROUP	23960 WHITE ROAD WATERTOWN NY 13601	02/14/2008	02/14/2013
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	****0818	BLASTEC INC	MILLER SANDBLASTIN G & PAINTING	121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL	****8501	BLOCKHEAD CONCRETE & PAVING INC		P O BOX 71 CHEEKTOWAGA NY 14225	09/03/2008	09/03/2013
DOL	NYC	****8377	BOSPHORUS CONSTRUCTION CORPORATION		3817 KINGS HIGHWAY-STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	DOL		BRIAN HOXIE		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	****4311	C & F SHEET METAL CORP		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/24/2014
DOL	DOL	****9286	CALI BROTHERS INC		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	****3368	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	****6215	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	****3812	CARMODY INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3812	CARMODY INDUSTRIES INC		442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP		105 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	****0324	CARMODY MASONRY CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3812	CARMODY"2" INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	****9721	CATENARY CONSTRUCTION CORP		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/20/2014
DOL	DOL	****1683	CATONE CONSTRUCTION COMPANY INC		294 ALPINE ROAD ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		225 DAKOTA STREET ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL	****7924	CBI CONTRACTING INCORPORATED		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL		CHARLES MURDOUGH		203 KELLY DRIVE EAST AURORA NY 14052	03/26/2008	03/26/2013
DOL	DOL		CHARLES OKRASKI		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	DOL		CHARLES RIBAUDO		513 ACORN ST - SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHESTER A BEDELL		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DOL		CHRIS SAVOURY		44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL		CHRIST R PAPAS		C/O TRAC CONSTRUCTION INC 9091 ERIE ROADANGOLA NY 14006	02/03/2011	02/03/2016

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DOL	DOL		CHRISTOF PREZBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		CITY GENERAL BUILDERS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	****7086	CITY GENERAL IRON WORKS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	****5329	CNY MECHANICAL ASSOCIATES INC		P O BOX 250 EAST SYRACUSE NY 13057	11/06/2008	11/06/2013
DOL	NYC	****1768	COFIRE PAVING CORPORATION		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL	****8342	CONKLIN PORTFOLIO LLC		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	****5740	CORTLAND GLASS COMPANY INC		336 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/15/2016
DOL	NYC	****8777	CROSSLAND ELECTRICAL SYSTEMS INC		846 EAST 52ND STREET BROOKLYN NY 11203	12/19/2008	12/29/2013
DOL	DOL	****0115	CROW AND SUTTON ASSOCIATES INC		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL	****4266	CRYSTAL INTERIOR CONTRACTING INC		922 CRESCENT STREET BROOKLYN NY 11208	05/21/2008	05/21/2013
DOL	DOL	****1804	CUSTOM GARDEN LANDSCAPING INC		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL	****9453	D & D MASON CONTRACTORS INC		158-11 96TH STREET HOWARD BEACH NY 11414	06/25/2009	06/25/2014
DOL	DOL	****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL	****6339	D J FLOORS INC		9276 VIA CIMATO DRIVE CLARENCE CENTER NY 14032	08/29/2007	08/29/2012
DOL	DOL		D JAMES SUTTON		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		DANIEL CELLUCCI ELECTRIC		17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL	****7129	DANIEL T CELLUCCI	DANIEL CELLUCCI ELECTRIC	17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL		DARIN ANDERSON		134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL		DARREN MAYDWELL		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL		DEANNA J REED		5900 MUD MILL RD-BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	****2311	DELCON CONSTRUCTION CORP		220 WHITE PLAINS ROAD TARRYTOWN NY 10591	08/27/2009	08/27/2014
DOL	DOL	****6971	DELPHI PAINTING AND DECORATING INC		1445 COMMERCE AVENUE BRONX NY 10461	10/09/2007	10/09/2012
DOL	DOL	****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	10/19/2015
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL		DESMOND CHARLES		922 CRESCENT STREET BROOKLYN NY 11208	05/21/2008	05/21/2013
DOL	DOL		DIANE DEEVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	06/25/2017
DOL	DOL		DIMITEIUS KASSIMIS		152-65 11TH AVENUE WHITESTONE NY 11357	05/22/2008	05/22/2013
DOL	DOL		DONALD NOWAK		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL		DONALD SCHWENDLER		9276 VIA CIMATO DRIVE CLARENCE CENTER NY 14032	08/29/2007	08/29/2012
DOL	DOL	****6148	DOT CONSTRUCTION OF NY INC		765 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013
DOL	DOL		DOUGLAS MCEWEN		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL		DRAGOLJUB RADOJEVIC	61 WILLET ST - SUITE 14	PASSAIC NJ 07055	12/03/2009	07/09/2015
DOL	NYC	****6176	E N E L ELECTRICAL CORP		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	NYC	****8074	ECONOMY IRON WORKS INC		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		EDWARD SUBEH		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	NYC	****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL	****3554	ELITE BUILDING ENTERPRISES INC		34-08 PARKWAY DRIVE BALDWIN NY 11510	07/01/2008	07/21/2013

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DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	****6101	ENHANCED DATA COM INC		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		ERROL L ALLEN		134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL		ESCO INSTALLERS LLC		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	DOL	****0329	FAULKS PLUMBING HEATING & AIR CONDITIONING INC		3 UPTON STREET HILTON NY 14468	06/10/2008	06/10/2013
DOL	DOL		FERNANDO GOMEZ		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/25/2014
DOL	DOL	****0768	FISHER CONCRETE INC		741 WELSH ROAD JAVA CENTER NY 14082	04/08/2009	04/08/2014
DOL	DOL	****5867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL	****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	03/27/2017
DOL	DOL	****0115	FOXCROFT NURSERIES INC		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		FRANCIS (FRANK) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK (FRANCIS) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK ACOCELLA		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	NYC		FRANK BAKER		24 EDNA DRIVE SYOSSET NY 11791	05/14/2008	05/14/2013
DOL	DOL		FRANK J MERCANDO	C/O MERCANDO CONTRACTIN G CO INC	134 MURRAY AVENUE YONKERS NY 10704	11/22/2008	11/22/2013
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL		FRANK ORTIZ		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	NYC		FREDERICK LEE		89 WALKER STREET NEW YORK NY 10013	01/04/2008	01/04/2013
DOL	DOL	****9202	G & M PAINTING ENTERPRISES INC		13915 VILLAGE LANE RIVERVIEW MI 48192	02/05/2010	02/05/2015
DOL	DOL	****7088	GBA CONTRACTING CORP		4015 21ST AVENUE ASTORIA NY 11105	01/11/2008	01/11/2013
DOL	DOL	****6826	GBE CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	NYC		GELSOMINA TASSONE		25 CLIFF STREET NEW ROCHELLE NY 10801	06/15/2010	06/15/2015
DOL	DOL		GEORGE A PATTI III		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GEORGE SHINAS		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	DOL		GERALD A POLLOCK		336 TOMPKINS STREET CORTLAND NY 13045	06/29/2010	07/15/2016
DOL	DOL		GERALD F POLUCH JR		2085 BRIGHTON HENRIETTA TOWN LINE ROAD ROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	AG		GERARD IPPOLITO		563 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	DOL	****4013	GR GRATES CONSTRUCTION CORPORATION		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GRATES MERCHANT NANNA INC		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/15/2015
DOL	DOL		GREG SURACI		364 BLEAKER ROAD ROCHESTER NY 14609	10/25/2007	10/25/2012
DOL	DOL		GREGG G GRATES		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016
DOL	DOL		GRIOGORIOS BELLOS		4015 21ST AVENUE ASTORIA NY 11105	01/11/2008	01/11/2013
DOL	DOL	****9985	GROUND LEVEL CONSTRUCTION		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014

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DOL	DOL	****7735	GRYF CONSTRUCTION INC		394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL		GUS PAPASTEFANOU		C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROADMONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL	****8904	HALLOCKS CONSTRUCTION CORP	P O BOX 278	YORKTOWN HEIGHTS NY 10598	12/01/2008	12/01/2013
DOL	DOL		HARALAMBOS KARAS		80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370	11/22/2008	10/22/2013
DOL	DOL	****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	****0080	HI-AMP ELECTRICAL CONTRACTING CORP		265-12 HILLSIDE AVENUE FLORAL PARK NY 11004	02/15/2008	02/15/2013
DOL	DOL	****4331	HIDDEN VALALEY EXCAVATING INC		225 SEYMOUR STREET FREDONIA NY 14063	02/08/2011	02/08/2016
DOL	DOL	****9893	HOXIE'S PAINTING CO INC		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	****6429	IDM ENTERPRISES INC		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL	****6293	IMPRESSIVE CONCRETE CORP		264A SUBURBAN AVENUE DEER PARK NY 11729	12/18/2007	12/18/2012
DOL	DOL	****7561	INDUS GENERAL CONSTRUCTION		33-04 91ST STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DOL	****0488	INTERWORKS SYSTEMS, INC.		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DA	****1958	IRON HORSE ONE INC		10 ROSWELL AVENUE OCEANSIDE NY 11572	09/30/2010	09/30/2015
DOL	DOL		ISRAEL MONTESINOS		517 MILES SQUARE ROAD YONKERS NY 10701	02/15/2008	02/15/2013
DOL	DOL		IVAN D MARKOVSKI		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL		IVAN TORRES		11 PLYMOUTH ROAD DIX HILLS NY 11746	02/15/2008	02/15/2013
DOL	DOL	****0579	J & I CONSTRUCTION CORP		110 FOURTH STREET NEW ROCHELLE NY 10801	02/15/2008	02/15/2013
DOL	DOL		J & N LEASING AND BUILDING MATERIALS		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL	****1584	J M TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JASON ASBURY		22562 SEA BASS DRIVE BOCA RATON FL 33428	10/10/2007	10/10/2012
DOL	DOL		JEANETTE CALICCHIA		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	DOL		JEFFREY A NANNA		502 WOODBURNE DRIVE UTICA NY 13502	06/14/2010	06/14/2015
DOL	DOL		JEFFREY ARTIERI		107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL		JOHN B DUGAN		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL		JOHN BUONADONNA		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	NYC		JOHN DITURI		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	NYC		JOHN FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		JOHN JIULIANNI		222 GAINSBORG AVENUE E WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	NYC		JOHN MARI JR		278 ROBINSON AVENUE NEW YORK NY 10312	04/06/2008	04/06/2013
DOL	NYC		JOHN O'SHEA		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	DOL	****5970	JOHN PREVETE FRAMING AND JOHN PREVETE FRAMING INC	JOHN PREVETE	320 RIDGE ROAD WEST MILFORD NJ 07480	03/26/2008	03/26/2013

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DOL	DOL	****2701	JOHN SMYKLA	AFFORDABLE PAINTING PLUS	367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL		JORGE OUVINA		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JOSE DOS SANTOS JR		85-08 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL		JOSEPH CALICCHIA		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL		JOSEPH MONETTE		C/O JOHN MONETTE 140 ARMSTRONG AVENUESYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	****1763	JR RESTORATION & ROOFING INC		152-65 11TH AVENUE WHITESTONE NY 11357	05/22/2008	05/22/2013
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	****9422	JUNKYARD CONSTRUCTION CORP.		2068 ANTHONY AVENUE BRONX NY 10457	12/26/2007	12/26/2012
DOL	DOL		K NELSON SACKOOR		16 JOY DRIVE NEW HYDE PARK NY 11040	01/05/2010	01/05/2015
DOL	NYC		KAMIL OZTURK		3715 KINGS HWY - STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	NYC		KAZIMIERZ KONOPSKI		194 ASHLAND PLACE BROOKLYN NY 11217	03/06/2008	03/06/2013
DOL	NYC	****4923	KELLY'S SHEET METAL, INC.		1426 ATLANTIC AVENUE BROOKLYN NY 11216	12/28/2007	01/14/2013
DOL	DOL		KEMPTON MCINTOSH		8531 AVENUE B BROOKLYN NY 11236	12/16/2008	12/16/2013
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	06/25/2017
DOL	DOL	****5941	KINGSVIEW ENTERPRISES INC		7 W FIRST STREET P O BOX 2LAKWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	****0526	LAGUARDIA CONSTRUCTION CORP		47-40 48TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	NYC	****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	****9628	LANCET ARCH INC		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/19/2014
DOL	DOL		LANCET SPECIALTY CONTRACTING CORP		C/O CATENARY CONSTRUCTION 112 HUDSON AVENUEROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	DOL		LARRY FRANGOS		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	DOL	****7907	LEEMA EXCAVATING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	AG	****5102	LIBERTY TREE SERVICE, INC.		563 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	DOL	****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	01/07/2016
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	01/07/2016
DOL	DOL	****5953	LPD CONTRACTING INC		1205 MCBRIDE AVENUE WEST PATTERSON NJ 07424	08/27/2007	08/27/2012
DOL	DOL	****5171	LUVIN CONSTRUCTION CORP		P O BOX 357 CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	DOL		MANUEL ESTEVES		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	03/27/2017
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARIO R ECHEVERRIA JR		588 MEACHAM AVE-SUITE 103 ELMONT NY 11003	08/24/2010	08/24/2015

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DOL	DOL		MARK LINDSLEY		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/14/2014
DOL	NYC	****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	NYC	****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****6826	MATSOS CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	AG	****9970	MAY CONSTRUCTION CO INC		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL	****9857	MBL CONTRACTING CORPORATION		2620 ST RAYMOND AVENUE BRONX NY 10461	08/30/2011	08/30/2016
DOL	DOL		MCI CONSTRUCTION INC		975 OLD MEDFORD AVENUE FARMINGDALE NY 11738	08/24/2009	08/24/2014
DOL	DOL	****5936	MCSI ADVANCED AV SOLUTIONS LLC		2085 BRIGHTON HENRIETTA TOWN LINE ROAD ROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL	****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL		MICHAEL STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	DOL	****0860	MICHAEL STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	DOL	****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	DOL	****5517	MILLENNIUM PAINTING INC		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	DOL	****0818	MILLER SANDBLASTING AND PAINTING		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	NYC		MOHAMMAD SELIM		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11372	03/04/2010	03/04/2015
DOL	DA		MOHAMMED SALEEM		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	NYC	****2690	MONDOL CONSTRUCTION INC		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		MORTON LEVITIN		3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572	08/30/2011	08/30/2016
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	****2357	MUNICIPAL MILLING & MIX-IN- PLACE		9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL	****2251	MURDOUGH DEVELOPMENT CO., INC.		203 KELLY DRIVE EAST AURORA NY 14052	03/26/2008	03/26/2013
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	03/27/2017
DOL	DA	****9642	MUTUAL OF AMERICAL GENERAL CONSTRUCTION & MANAGEMENT CORP		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	DOL		N PICCO AND SONS CONTRACTING INC		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL	****4133	NASDA ELECTRICAL ENTERPRISES INC		134-25 166 PLACE - #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL	****9445	NASDA ENTERPRISES INC		134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL		NAT PICCO		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/22/2009	08/22/2014
DOL	DA	****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017
DOL	DOL		NICOLE SPELLMAN		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL		NIKOLAS PSAREAS		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	****9890	NOBLE CONSTRUCTION		23960 WHITE ROAD WATERTOWN NY 13601	02/14/2008	02/14/2013
DOL	DOL	****7041	NYCOM SERVICES CORP		80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370	11/22/2008	11/22/2013
DOL	DOL	****0797	O GLOBO CONSTRUCTION CORP		85-06 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013

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DOL	DOL		OKBY ELSAYED		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	NYC		OLIVER HOLGUIN		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	NYC	****3855	OT & T INC		36-28 23RD STREET LONG ISLAND CITY NY 11106	01/15/2008	05/14/2013
DOL	NYC	****9833	PARADISE CONSTRUCTION CORP		6814 8TH AVENUE BROOKLYN NY 11220	12/05/2007	12/05/2012
DOL	DOL	****5226	PASCARELLA & SONS		459 EVERDALE AVENUE WEST ISLIP NY 11759	01/10/2010	01/10/2015
DOL	DOL		PATRICK BURNS		19 E. CAYUGA STREET OSWEGO NY 13126	05/15/2008	05/15/2013
DOL	DOL		PATRICK SHAUGHNESSY		88 REDWOOD DRIVE ROCHESTER NY 14617	05/16/2008	05/16/2013
DOL	DOL		PEDRO RINCON		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		PETER J LANDI		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	****7229	PETER J LANDI INC		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	****1136	PHOENIX ELECTRICIANS COMPANY INC		540 BROADWAY P O BOX 2222ALBANY NY 12201	03/09/2010	03/09/2015
DOL	DOL	****5419	PINE VALLEY LANDSCAPE CORP		RR 1, BOX 285-B BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		PRECISION DEVELOPMENT CORP		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL	****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	****9359	PRECISION STEEL ERECTORS INC		P O BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL	****2326	PUTMAN CONSTRUCTION COMPANY OF WESTERN NY		29 PHYLLIS AVENUE BUFFALO NY 14215	09/03/2008	09/03/2013
DOL	DOL		RAMON BONILLA		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL	****7294	REDWOOD FLOORING, INC.		88 REDWOOD DRIVE ROCHESTER NY 14617	05/16/2008	05/16/2013
DOL	NYC	****6978	RISINGTECH INC		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT DIMARSICO		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	NYC		ROBERT FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL	****1721	ROBERTS CONSTRUCTION OF UPSTATE NEW YORK INC		5 SANGER AVENUE NEW HARTFORD NY 13413	01/28/2009	01/28/2014
DOL	DOL	****3467	ROCKERS AND NOCKERS LLC		207 RIVERVIEW ROAD REXFORD NY 12148	10/23/2007	10/23/2012
DOL	DOL	****9025	ROJO MECHANICAL LLC		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL		RONALD R SAVOY	C/O CNY MECHANICAL ASSOCIATES INC	P O BOX 250 EAST SYRACUSE NY 13057	11/06/2008	11/06/2013
DOL	DOL		ROSARIO CARRUBBA		5755 NEWHOUSE ROAD EAST AMHERST NY 14051	10/10/2007	10/10/2012
DOL	DOL	****5905	ROSE PAINTING CORP		222 GAINSBORG AVENUE EAST WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	NYC		ROSS J HOLLAND		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		RUTH H SUTTON		939 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		S & M CONTRACTING LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL	****2585	S B WATERPROOFING INC		SUITE #3R 2167 CONEY ISLAND AVENUEBROOKLYN NY 11223	11/04/2009	11/04/2014
DOL	DOL	****9066	SAMAR PAINTING & DECORATING INC		137 E MAIN STREET ELMSFORD NY 10523	12/01/2008	12/01/2013

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DOL	DOL	****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	06/25/2017
DOL	NYC	****0987	SCHWARTZ ELECTRIC CONTRACTORS INC		89 WALKER STREET NEW YORK NY 10013	01/04/2008	01/04/2013
DOL	DOL	****6348	SEABURY ENTERPRISES LLC		22562 SEA BASS DRIVE BOCA RATON FL 33428	10/10/2007	10/10/2012
DOL	NYC	****4020	SERVI-TEK ELEVATOR CORP		2546 EAST TREMONT AVENUE BRONX NY 10461	06/04/2009	06/04/2014
DOL	NYC		SHAFIQU L ISLAM		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL		SHAIKF YOUSUF		C/O INDUS GENERAL CONST 33-04 91ST STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DOL	****0256	SIERRA ERECTORS INC		79 MADISON AVE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
DOL	DOL	****0415	SIGNAL CONSTRUCTION LLC		199 GRIDER STREET BUFFALO NY 14215	11/14/2006	02/25/2015
DOL	DOL	****8469	SIGNATURE PAVING AND SEALCOATING		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	DOL	****8469	SIGNATURE SEALCOATING AND STRIPING SERVICE		345 LIVINGSTON AVENUE P O BOX 772 JAMESTOWN NY 14702	04/04/2007	08/13/2015
DOL	DOL	****0667	SNEEM CONSTRUCTION INC		43-22 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/23/2017
DOL	DOL	****3539	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	NYC	****6650	START ELEVATOR CONSTRUCTION, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	****3896	START ELEVATOR MAINTENANCE, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	****1216	START ELEVATOR REPAIR, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	****2101	START ELEVATOR, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	DOL		STEED GENERAL CONTRACTORS INC		1445 COMMERCE AVENUE BRONX NY 10461	10/09/2007	10/09/2012
DOL	DOL		STEFANIE MCKENNA		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		STEPHEN BALZER		34-08 PARKWAY DRIVE BALDWIN NY 11510	07/01/2008	07/01/2013
DOL	DOL		STEVE PAPA STEFANO		1445 COMMERCE AVENUE BRONX NY 10461	10/09/2007	10/09/2012
DOL	DOL		STEVEN CONKLIN		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	****4081	STS CONSTRUCTION OF WNY		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	DOL	****2036	SURACI ENTERPRISES INC		364 BLEAKER ROAD ROCHESTER NY 14609	10/25/2007	10/25/2012
DOL	DOL	****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THEODORE F FAULKS		18 FIREWEED TRAIL HILTON NY 14468	06/10/2008	06/10/2013
DOL	DOL		THOMAS ASCHMONEIT		79 MADISON AVENUE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
DOL	DOL		THOMAS DEMARTINO		158-11 96TH STREET HOWARD BEACH NY 11414	06/25/2009	06/25/2014
DOL	DOL		THOMAS TERRANOVA		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREETSUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		TIMOTHY P SUCH		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	DOL		TNT DEMOLITION AND ENVIRONMENTAL INC		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/19/2014
DOL	DOL	****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015

NYS DOL Bureau of Public Work Debarment List 08/20/2012

Article 8

DOL	DOL	****8176	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	****2357	TRAC CONSTRUCTION INC	MUNICIPAL MILLING & MIX -IN- PLACE	9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	****5213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	****4294	TWT CONSTRUCTION COMPANY INC		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL		ULIANO AND SONS INC		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	****0854	VANESSA CONSTRUCTION INC		588 MEACHAM AVE/STE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DOL	****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL		VIRGINIA L CAPONE		137 E MAIN STREET ELMSFORD NY 10523	12/01/2008	12/01/2013
DOL	NYC	****9936	VISHAL CONSTRUCTION INC		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11272	03/04/2010	03/04/2015
DOL	DOL	****0329	WET PAINT CO. OF OSWEGO, INC		19 E. CAYUGA STREET OSWEGO NY 13126	05/15/2008	05/15/2013
DOL	DOL	****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM PUTNAM		50 RIDGE ROAD BUFFALO NY 14215	09/03/2008	09/03/2013
DOL	DOL		WILLIAM SCRIVENS		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		WILLIAM W FARMER JR		112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	NYC	****5498	XAVIER CONTRACTING LLC		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	AG		YULY ARONSON		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL		ZEPHENIAH DAVIS		2068 ANTHONY AVENUE BRONX NY 10457	12/26/2007	12/26/2012

APPENDIX E

NYS DEPARTMENT OF LABOR STANDARDS AND RESOLUTIONS OF SCAFFOLD SPECIAL APPROVALS

Table of Contents

Appendix 101A - Standard Conditions for Operation and Maintenance of Suspended Scaffolds Used for Window Cleaning and Light Maintenance

New York State Board of Standard and Appeals
SAC -1 Standard Conditions for Operation and Maintenance of Suspended Scaffolds Used for Window Cleaning and Light Maintenance

New York State Department of Labor Resolution of Special Approval Numbers;
8024 – ESP Agency Building 4 (Typical of all four Agency Buildings), Albany

RFQ No. 1776
Pre-Maintenance Service for Power-Driven Exterior Suspended Scaffolds
for State Office Buildings in Albany, NY

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APPENDIX 101A
STANDARD CONDITIONS FOR OPERATION AND
MAINTENANCE OF SUSPENDED SCAFFOLDS
USED FOR WINDOW CLEANING
AND LIGHT MAINTENANCE

- 1) The scaffold shall bear, by the impression or stamped metal plate, the identification authorized therefore.
- 2) Access to and egress from the suspended scaffold shall be restricted to the area designated in the Resolution, except in the case of an emergency.
- 3) Before each daily operation the scaffold shall be subjected to inspection and test to assure its safe condition.
- 4) The scaffold shall be used in normal operation only by persons who have been thoroughly instructed in its use and control. Such persons shall be directed to discontinue operation of the scaffold immediately upon observing any defect or abnormality and to report the same forthwith to the owner or his agent.
- 5) Each person on the suspended scaffold shall be provided with and shall use a fall protection system in accordance with Advisory Standard 101 section 101-3 (11)
- 6) Fall protection systems must be used, preserved, maintained, and inspected in accordance with manufacturer's guidelines and their approval design.
- 7) Where power cables under tension contact any part of the building, mobile unit, or scaffold platform, such cables shall be protected against abrasion or damage by padding or other means. Power cables hung from, or supported by, any part of the mobile unit or scaffold platform shall be provided with adequate fittings to prevent damage. Power cables hung from outriggers shall have fittings equipped with safety hooks.
- 8) The roof slab or other supporting surface shall be marked with painted lines or other permanent indicators to assist the operator in aligning the scaffold with the face of the building for each working position.
- 9) A fire extinguisher meeting the requirements of Advisory Standard 101 section 101-3 (5) (j) must be securely attached to the scaffold and maintained in working order at all times.
- 10) When a telephone or two-way voice radio is provided for emergency communication between the suspended scaffold and the building, the communication station in the building shall be manned whenever the scaffold is being used. Such communication system shall be tested prior to the daily use of the scaffold and at intervals during such use to assure its proper operation.
- 11) The operating controls on the suspended scaffold shall be properly and permanently labeled to identify their respective functions.
- 12) Power at electrical outlets used for the scaffold shall be available only while the scaffold is in use and shall not be available at any other time.

- 13) The scaffold shall not be used when the prevailing wind velocity exceeds 25 miles per hour.
- 14) Accessories, containers, tools or other materials on the scaffold platform shall be secured to prevent their movement and to prevent their falling off the scaffold platform.
- 15) A plate indicating the maximum loading and number of persons required to operate the scaffold shall be attached to the platform in a conspicuous location. The lettering on such plate shall be legible and shall be not less than one-eighth (1/8) inch in height.
- 16) The suspended scaffold and all its components shall be maintained in good repair.
- 17) The scaffold owner shall furnish the Commissioner in writing, a proposed program of maintenance procedures. Such a program shall be acceptable to the Commissioner and shall be subject to such modifications as the Commissioner may thereafter find essential in order to assure continued safety.
- 18) The name and address of the person or firm designated by the owner to carry out such maintenance program shall be submitted, in writing, to the Commissioner and shall be acceptable to him or her. No other person or firm shall be employed or permitted to perform the required servicing and maintenance of the scaffold. Such designated person or firm shall be competent by reason of training and experience to service and maintain the scaffold.
- 19) Each maintenance inspection of a suspended scaffold shall be conducted by two such designated persons cooperatively.
- 20) Upon the discovery of any substantial defect or abnormal condition in the scaffold or in any part thereof, the scaffold shall not be operated until such time as the defect or condition has been corrected; the scaffold restored to its normal condition and reinspected by the Commissioner and found acceptable to him or her. A written report, in such form as the Commissioner may require, shall be submitted to him or her immediately upon completion of each inspection or service which the Commissioner may require to be reported.
- 21) Any repairs or maintenance required or performed on the roof slab or other supporting surface shall be performed under the supervision of a professional engineer licensed to practice in the State of New York. Upon completion of such repairs or maintenance, the professional engineer shall submit to the Commissioner, in writing, certification that the supporting surface and anchors, if originally provided, conform to at least the original design specifications and meet the design strength.
- 22) All repair welding shall be performed by certified welders. Non-destructive tests of all critical repair welds shall be performed and reports of such tests shall be submitted to the Commissioner.
- 23) Paintings of aluminum alloy members shall conform to the specifications of ASCE (American Society of Civil Engineers), paper No. 3341.

24) Wire rope shall be maintained as follows:

- a) Wire rope hoisting cables and their fastenings shall be renewed as required by Resolution unless conditions of wear, corrosion or other safety considerations warrant prior renewal.
- b) A non-corrosive metal data tag shall be attached to a rigid part of the hoist, to one of the rope fittings or to each rope. Such tag shall contain the following information stamped or etched in letters not less than one-sixteenth (1/16) inch in height.

- 1) Diameter in inches.
- 2) Manufacturer's rated breaking strength.
- 3) Grade of steel used.
- 4) Date of installation (month and year).
- 5) Construction classification.
- 6) Person or firm installing ropes.
- 7) Name of rope manufacturer.

- c) Whenever such a rope is replaced a new metal tag shall be provided.

25) No changes or alterations affecting safety shall be made in or upon the scaffold nor shall any additions or accessories be attached thereto unless previously authorized, in writing, by the Commissioner. Except for the replacement of identical equipment or accessories, any changes or additions shall be subject to final approval by amendment of the Resolution of Special Approval.

26) All pertinent provisions of Industrial Code Rule Part 21, and Industrial Code Rule Part 23 shall apply.

27) A copy of the Approval Resolution and a set of filed data, including drawings, description of the equipment and operating procedures, shall be kept on the premises of the scaffold installation readily available to the persons using the equipment for their information and training, to the maintenance personnel and to the Commissioner.

28) Where the vertical travel of the scaffold platform exceeds 150 feet, a means shall be provided to stabilize the separate hanging lifelines and the electrical power and control cables to the building to prevent displacement by wind or any other force. Such stabilizing means shall be provided for each additional 150 feet of vertical travel.

2/1/1972

NEW YORK STATE BOARD OF STANDARDS AND APPEAL

SAC -1 STANDARD CONDITIONS FOR OPERATION AND MAINTENANCE OF
SUSPENDED SCAFFOLDS USED FOR WINDOW CLEANING AND LIGHT
MAINTENANCE

- 1) The scaffold shall bear, by impression or stamped metal plate, the identification authorized therefor.
- 2) Access to and egress from the suspended scaffold shall be restricted to the area designated in the Resolution, except in the case of an emergency.
- 3) Before each daily operation the scaffold shall be subjected to inspection and test to assure its safe condition.
- 4) The scaffold shall be used in normal operation only by persons who have been thoroughly instructed in its use and control. Such persons shall be directed to discontinue operation of the scaffold immediately upon observing any defect or abnormality and to report the same forthwith to the owner or his agent.
- 5) Each person on the suspended scaffold platform shall be provided with and shall use an approved safety belt. Each such belt shall have a tail line not exceeding four feet in length and which has a minimum breaking strength of 4,000 pounds.
- 6) Unless otherwise stated in the Resolution, the tail line from each safety belt shall be attached to a separate hanging lifeline by an approved device that will permit vertical adjustment of such attachment.
 - (b) The foregoing applies to all single-point suspended scaffolds regardless of the vertical travel of the scaffold and also to scaffolds suspended by two (2) or more points whenever such scaffolds are suspended 300 feet or less below the suspension points.
 - (c) Each such separate hanging lifeline shall be secured to a sufficient anchorage above the working level, and shall extend in a continuous unspliced length not exceeding 300 feet to the grade or set-back below. Such lifeline anchorage shall be independent of the scaffold suspension except that it may be an integral part of a mobile roof carriage.
 - (d) Each separate hanging lifeline shall consist of either first grade manila or nylon rope with a minimum breaking strength of 4,000 pounds or a wire rope having minimum diameter of five-sixteenths (5/16) inch.
7. Unless otherwise stated in the Resolution, all two- or more point suspension scaffolds whenever suspended more than 300 feet, measured from the suspension points to the platforms at their lowest levels, shall have each tail line attached to substantial parts of the scaffold platforms or to single-piece horizontal anchorage cables of at least five sixteenths (5/16) inch diameter galvanized improved plow steel. Every such anchorage cable shall extend taut between the ends of the scaffold platform at its midpoint as well as at each end.
8. Safety belts and attachments shall be used, preserved, maintained and inspected in accordance with the provisions of Industrial Code Part (Rule No.) 21 and Industrial Code Part (Rule No.) 23.

9. Where power cables under tension contact any part of the building, mobile unit, or scaffold platform, such cables shall be protected against abrasion or damage by padding or other means. Power cables hung from, or supported by, any part of the mobile unit or scaffold platform shall be provided with adequate fittings to prevent damage. Power cables hung from outriggers shall have fittings equipped with safety hooks.
10. The roof slab or other supporting surface shall be marked with painted lines or other permanent indicators to assist the operator in aligning the scaffold with the face of the building for each working position.
11. A manually-operated, portable-type approved fire extinguisher shall be securely attached to the scaffold platform. Such extinguisher shall be designed to control grease and electrical fires without damaging rope suspensions or other parts of the scaffold installation. Such extinguishers shall be suitable for effective use in all conceivable weather and temperature conditions. Such extinguisher shall be properly maintained and shall be provided with a durable maintenance and inspection work tag fastened thereto showing dates of inspection, recharge or repair and signature of the responsible person conducting such inspection and service.
12. When a telephone or two-way voice radio is provided for emergency communication between the suspended scaffold and the building, the communication station in the building shall be manned whenever the scaffold is being used. Such communication system shall be tested prior to the daily use of the scaffold and at intervals during such use to assure its proper operation.
13. The operating controls on the suspended scaffold shall be properly and permanently labeled to identify their respective functions.
14. Power at electrical outlets used for the scaffold shall be available only while the scaffold is in use and shall not be available at any other time.
15. The scaffold shall not be used when the prevailing wind velocity exceeds 25 miles per hour.
16. Accessories, containers, tools or other materials on the scaffold platform shall be secured to prevent their movement and to prevent their falling off the scaffold platform.
17. A plate indicating the maximum loading and number of persons required to operate the scaffold shall be attached to the platform in a conspicuous location. The lettering on such plate shall be legible and shall be not less than one-eighth (1/8) inch in height
18. The suspended scaffold and all its components shall be maintained in good repair.
19. The scaffold owner shall furnish the Commissioner in writing, a proposed program of maintenance procedures. Such a program shall be acceptable to the Commissioner and shall be subject to such modifications as the Commissioner may thereafter find essential in order to assure continued safety.
20. The name and address of the person or firm designated by the owner to carry out such maintenance program shall be submitted, in writing, to the Commissioner and shall acceptable to him or her. No other person or firm shall be employed or permitted to perform the required servicing and maintenance of the scaffold. Such designated person or firm shall be competent by reason of training and experience to service and maintain the scaffold.
21. Each maintenance inspection of a suspended scaffold shall be conducted by two such designated persons cooperatively.

22. Upon the discovery of any substantial defect or abnormal condition in the scaffold or in any part thereof, the scaffold shall not be operated until such time as the defect or condition has been corrected; the scaffold restored to its normal condition and reinspected by the Commissioner and found acceptable to him or her. A written report, in such form as the Commissioner may require, shall be submitted to him or her immediately upon completion of each inspection or service which the Commissioner may require to be reported.
23. Any repairs or maintenance required or performed on the roof slab or other supporting surface shall be performed under the supervision of a professional engineer licensed to practice in the State of New York. Upon completion of such repairs or maintenance, the professional engineer shall submit to the Commissioner, in writing, certification that the supporting surface and anchors, if originally provided, conform to at least the original design specifications and meet the design strength.
24. All repair welding shall be performed by certified welders. Non-destructive tests of all critical repair welds shall be performed and reports of such tests shall be submitted to the Commissioner.
25. Paintings of aluminum alloy members shall conform to the specifications of ASCE (American Society of Civil Engineers), paper No. 3341.
26. (a) Wire rope hoisting cables and their fastenings shall be renewed as required by Resolution unless conditions of wear, corrosion or other safety considerations warrant prior renewal.
(b) A non-corrosive metal data tag shall be attached to a rigid part of the hoist, to one of the rope fittings or to each rope. Such tag shall contain the following information stamped or etched in letters not less than one-sixteenth (1/16) inch in height.
 - 8) Diameter in inches.
 - 9) Manufacturer's rated breaking strength.
 - 10) Grade of steel used.
 - 11) Date of installation (month and year).
 - 12) Construction classification.
 - 13) Person or firm installing ropes.
 - 14) Name of rope manufacturer.
(c) Whenever such a rope is replaced a new metal tag shall be provided.
27. No changes or alterations affecting safety shall be made in or upon the scaffold nor shall any additions or accessories be attached thereto unless previously authorized, in writing, by the Commissioner. Except for the replacement of identical equipment or accessories, any changes or additions shall be subject to final approval by amendment of the Resolution of Special Approval.
28. All pertinent provisions of Industrial Code Rule Part 21, and Industrial Code Rule Part 23 shall apply.
29. A copy of the Approval Resolution and a set of filed data, including drawings, description of the equipment and operating procedures, shall be kept on the premises of the scaffold installation readily available to the persons using the equipment for their information and training, to the maintenance personnel and to the Commissioner.
30. Where the vertical travel of the scaffold platform exceeds 150 feet, a means shall be provided to stabilize the separate hanging lifelines and the electrical power and control cables to the building to prevent displacement by wind or any other force. Such stabilizing means shall be provided for each additional 150 feet of vertical travel.

STATE OF NEW YORK
DEPARTMENT OF LABOR



BOARD OF STANDARDS AND APPEALS
Tower Building
Empire State Plaza
Albany, N.Y. 12223

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RESOLUTION OF SPECIAL APPROVAL

APPROVAL NO. 8024

APPLICANT: State of New York
Office of General Services
Division of South Mall Development Operations
Empire State Plaza, Swan Street
Albany, NY 12201

AGENT FOR THE APPLICANT:
Manning and Lewis Engineering Company
675 Rahway Avenue
Union, NJ 07083

BUILDING NAME AND LOCATION:
Agency Building No. 4
Empire State Plaza, Albany, NY

WHEREAS:

1. The applicant's agent filed with the Board of Standards and Appeals of the State of New York, an application for approval of a device designated

WINDOW CLEANING SCAFFOLD INSTALLATION
(Track-Type)

2. The applicant filed with the said application certain data as follows:

- a) A complete set of building plans sealed by a registered architect.
- b) Engineering calculations and a certification of adequacy of the building to support the installation, as signed by a professional engineer licensed to practice in the State of New York.

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Window Cleaning Scaffold Installation

- c) A complete set of drawings for the equipment signed and sealed by a professional engineer licensed to practice in the State of New York.
 - d) Engineering calculations for the equipment, signed and sealed by professional engineer' licensed to practice in the State of New York.
 - e) A typewritten description of the installation.
 - f) A stability test report for the equipment, signed and sealed by a professional engineer licensed to practice in the State of New York.
 - g) A letter of authorization to the manufacturer to act as agent or the building owner.
 - h) A completed BSA-15 technical data form for this installation.
 - i) A certification from the equipment manufacturer and installer that the equipment has been manufactured and installed in accordance with the filed data.
3. The installation was inspected by members of the Board's Approval staff on November 19, 1973 followed by a hearing held at the South Mall Tower in the O.G.S conference room November 20, 1973.
4. Based upon the filed data, the Board's Approval Unit has Recommended that the said installation be approved.
5. The board finds that said installation is described as follows:

DESCRIPTION

This equipment installation consists of a scaffold suspended by four wire ropes from a track-type roof carriage. It is intended for window cleaning and light building maintenance purposes and is located at the roof of the Agency Building No. 4, Empire State Plaza, Albany, New York.

The work platform is fabricated from structural aluminum shapes and is approximately 21'-9" long x 4'-0" wide and has guardrails, midrails and toeboards on 4 sides, which is covered with wire mesh.

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A minimum of two men and a maximum of (6) men, materials and tools will occupy the platform. The platform has a live load rating of 1,500 pounds. Constant pressure type of pushbutton controls and an emergency stop pushbutton (maintained type) are provided on the work platform as well as an emergency control station within a sealed enclosure on the roof-car.

Access and egress to the platform at the roof elevation is through electrically interlocked gates of the roof-car and the work platform.

Continuous tie-in devices are provided on the work platform to engage the mullion-guides provided on the face of the building.

Guidance of the platform is also provided by tracks and rollers on the roof carriage while the platform is transferred to and from the roof carriage to the building face.

Ascent/descent speeds are provided at approximately 33 and 33 feet per minute.

The work platform is suspended from four (4) 3/8" diameter wire ropes which are attached through spring-type load-equalizers to the platform structure.

The wire ropes are suspended from outriggers which are attached to a track mounted roof-carriage. The roof carriage is counter-weighted and also has a continuously engaged-rolling rail-claw. The overall stability with the rail-crew exceeds four to one in any circumstance.

The roof car is positively and automatically locked at each work drop location before vertical operation of the work-platform can be affected.

The roof car contains a single wrap winding drum, the electrical controllers, and related equipment.

The hoisting equipment consists of a 30" diameter grooved winding drum directly driven through worm and spur gear speed reducers and a crane and hoist type electric motor with a magnetic disc-brake. A centrifugally actuated overspeed brake is also provided.

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Window Cleaning Scaffold Installation

A hand crank may be attached to the wormdrive to facilitate emergency retrieval of the platform.

The track upon which the roof carriage travels consists of steel I-beams supported and fastened to tubular steel posts, which in turn are welded to the building's roof structure. Appropriate track switches are provided for access to building corners and to the storage area.

The roof carriage is propelled by two $\frac{3}{4}$ horsepower electric motors, one at each outboard wheel-truck. Both drive motors are equipped with a disc type magnetic brake to prevent further horizontal motion.

The wire rope sheaves which guide the ropes are not less than 18" (i.e. greater than 40 rope diameters).

The roof car is provided with an access ladder and protected catwalks allowing safe access to the roof car and the work platform.

The hoisting ropes are each $\frac{3}{8}$ " diameter, 6 x 25, improved plow steel, having a minimum breaking strength of 13,200 pounds. The connections to the work platform are by means of Otis Elevator forged and babbited thimbles.

A special feature of safety is provided by the automatic setting of the secondary brake after a time delay of approximately two seconds after stopping the main drive motors, as a backup for the primary brake. This operation is accomplished so that the secondary brake does no work during normal operation thus insuring that only the primary brake will be subject to wear.

The electrical controller is of a elevator service type and is further provided with phase failure, phase reversal and overhead protection features. The operating circuitry is of a safe failing design.

Power is provided to the roof car through a four conductor No. 4 neoprene covered flexible power cable which is provided with an automatic take-up reel. A strain relief device is provided on the cable for attachment to anchor devices placed at the weather proofed twist-lock outlets at appropriate intervals along the roof top.

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There is also a take up reel which may be used for a telephone cable.

The telephone and control wiring cable for the work platform is attached to a winding drum which is directly coupled to the main winding drum drives for proper synchronism. The end of this cable is attached to its winding drum and carried through a hollow drum shaft to a weatherproofed slip-ring assembly.

The control cable is a weatherproofed multi-conductor neoprene covered cable having a stainless steel core of adequate strength to accept the full tension in the cable with a minimum safety factor of four.

The design and general operation of push button controls and limit switches for safety and operational purposes are as follows:

Equipment will be controlled by pushbuttons of the constant-pressure type, permitting motion only while the operator is pressing the required button. It is intended that all operations of the machine will be completely interlocked and provided with limit switches or mechanical interlocks to enforce operation exactly in the manner intended. The points of control anticipated are as follows:

Limit Switches and Push Button Controls

On the Operator' Platform	"Up"
	"Down"
	"Inch"
	"Emergency Stop"
In the Roof Car	"Right Traverse"
	"Left Traverse"
	"Emergency Stop"
Also separately mounted (in glass enclosure) on the Roof Car	"Emergency Up"
	"Emergency Down"
	"Emergency Inch Button"

Each of the stop buttons is of the maintained contract type and affords protection against sticking of the constant pressure pushbuttons which might be caused by freezing rain or snow or

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other external cause. It is noted that all pushbuttons are weatherproof, as manufactures by the National Acme Company, and provided with rubber weather guards to prevent malfunction from such external causes.

1. "Stop-Motion Multi-Cam Switch" Allen Bradley, Type 803A64, or equal, to act as Stop Motion switch and to establish the upper and lower inching zones.
2. "Upper Limit Stop"
This switch will also close the circuit permitting traversing of the Roof Car, and is directly struck by the platform.
3. "Upper Limit Final" or "Safe Stop" (2)
Two switches are used, one at each end, which has the effect of protecting both against over-run of the normal stop and against out-of-levelness of the platform.
4. "Lower Limit Stop"
5. "Lower Limit Final" or "Safe Stop".
Will be actuated by stop-motion device.
6. Slack Rope Overtension Switches". (4), i.e., one on each cable attachment. Switches cut out mainline contacts upon slackness of any cable or overtension.
7. "Traveling Cable Protective Switches". (2)
Switches actuated by the dancer weight at the traveling cable platform tie-off, to stop down motion should the dancer weight reach the upper or lower limits of the guides, thus anticipating possible excess tension.
8. "Locating Pin Down Switch"
"Locating Pin Up Switch"

Locating Pin Down Switch to enforce alignment of the Roof Car at each working position.

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Locating Pin Up Switch to insure disengagement of the locating pin before traversing of the Roof Car can take place.

9. "Roof Car Gate Switch"
- 9a. "Platform Gate Switch"
10. "Traverse Limiting Switches". (2)
To prevent running past the storage spur track or past open switching.
11. "Dummy Mullion Control" (2)
To insure that dummy millions are aligned with building mullions before platform can move, and that the mullions are raised before traversing can take place.
12. "Power Cable Reel Protection"
This switch stops motion of the Roof Car when the power cable has been drawn to the full effective limit of the cable reel.
13. "Hand Crank Cut-Out".
Renders the power hoisting inoperative whenever the hand crank is positioned on the worm shaft.
14. "Interference Switch – Guide Shoes" – Detects obstruction in Guide Mullions and stops Down Travel.

Other details of the equipment are contained in the filed data and drawings.

The following are some technical data of interest:

Building height – 20 stories (238 feet above grade)
Vertical rise of platform – 500 feet
Platform dead load – 2300 pounds
live load – 1500 pounds (including 6 workmen & tools
dimensions – 21.7' long by 4' wide by 3.58' high
material – 6061 – T6 Aluminum
speeds – 33 feet per minute

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Window Cleaning Scaffold Installation

Communications – two way radio or two way telephone to a continually
manned central location on the Empire State Plaza site.

Power required – 440 volts, 3 phase, 60 HZ, 17 KVA

Wire rope – 3/8" dia.

Ratio of wire rope dia. to drum dia. – 112:1

Ratio of wire rope dia. to pulley dia. – 40:1 or greater.

NOW, THEREFORE, IT IS RESOLVED

1. That the said installation is hereby approved for use only at the above
described location and that this Resolution of Approval shall Terminate upon the
completion of use of the said installation at the above described location.

2. This approval shall apply only when the said installation is manufactured,
installed, used, maintained and preserved to be in all respects in accordance with the
filed data, with the description in the Resolution of Approval with, "SAC-1 STANDARD
CONDITIONS FOR OPERATION AND MAINTENANCE OF SUSPENDED SCAFFOLDS USED
FOR WINDOW CLEANING AND LIGHT BUILDING MAINTENANCE" which is attached
hereto and herewith made a part of this Resolution, and also when in compliance with
the following special requirements:

- a. The suspension wire ropes of this installation shall be replaced within 36
month intervals following the date of this Resolution, and tagged I
accordance with SAC-1 requirements.
- b. Before being put into use for its intended purposes and after the date of this
Resolution, the installation shall be inspected by the Industrial
Commissioner. The installation shall not be used for its intended purposes
until such inspection is completed and the Commissioner has found the
installation to be acceptable for compliance with this Resolution of Approval
and has so notified the owner, or lessee, or agent, in writing.
- c. Access and egress for the work platform shall be only from the roof carriage.

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- d. The suspended platform is approved for a total live load of 1,500 pounds, including 6 workmen and tools or materials. There shall be a minimum of two (2) workmen on the work platform.
 - e. A padlock with a key common to all other window cleaning installations of the Empire State Plaza shall be provided on the power-shutoff switch of the roof carriage. The keys shall be available only to authorized persons.
 - f. A person in O.G.S. shall be made responsible for, and be adequately trained by the equipment manufacturer for maintenance of this equipment. This person may supervise and instruct other O.G.S. personnel or sub-contractors regarding proper maintenance for said equipment.
 - g. Either two-way telephone or two-way radio communications shall be provided from the work platform to a continually manned station within the building or on the Empire State Plaza Site.
 - h. Whenever the equipment is left unattended, the power switch of the roof carriage shall be padlocked in the "off" position.
3. That exclusive and unassignable authorization is hereby granted to the said applicant to identify the said installation as follows:

STATE OF NEW YORK - OFFICE OF GENERAL SERVICES

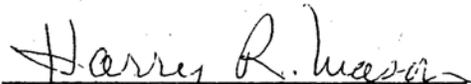
NEW YORK STATE

B.S.A. APPROVAL NO. 8024

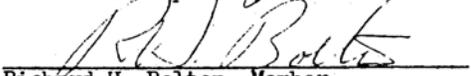
Dated at Albany, New York

October 2, 1974

Prepared by:
L. R. Stafford, P.E.


Harry R. Mason, Chairman


B. Franklin Spencer, Member


Richard H. Bolton, Member