PROPERTY MANAGEMENT SERVICES-
10 HERMES ROAD and the
SARATOGA TECHNOLOGY + ENERGY PARK
Request for Proposals (RFP) 1281

Revised December 2, 2008

Summary of Revisions

- The proposal due date has been extended from December 16, 2008 to January 13, 2009.

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Proposals Due: January 13, 2009 by 5:00 PM Eastern Time*

The New York State Energy Research and Development Authority (NYSERDA) requests proposals from firms interested in providing full service, comprehensive professional building management services to maintain and preserve the grounds and building located at 10 Hermes Road, in Malta, New York, and the specific common areas of the 280-acre site known as the Saratoga Technology + Energy Park (STEP). 10 Hermes Road is a one story office-manufacturing building comprising approximately +/- 23,676 sf. The contract start date is April 1, 2009, and the term will be for three years, with two (1) year renewal options at NYSERDA's option.

Proposal Submission: Proposers must submit five (5) copies of the proposal with a completed and signed Proposal Checklist attached to the front of each copy, one of which must contain an original signature. Proposals must be clearly labeled and submitted to:

Roseanne Viscusi, RFP 1281
NYS Energy Research and Development Authority
17 Columbia Circle
Albany, NY 12203-6399

If you have technical questions concerning this solicitation, contact Kevin Hunt at (518) 862-1090, ext. 3259 or klh@nyserda.org. If you have contractual questions concerning this solicitation, contact Venice Forbes at (518) 862-1090, ext. 3507 or vwf@nyserda.org.

No communication intended to influence this procurement is permitted except by contacting Kevin Hunt (Designated Contact) at (518) 862-1090, ext. 3259 or klh@nyserda.org. Contacting anyone other than this Designated Contact (either directly by the proposer or indirectly through a lobbyist or other person acting on the proposer's behalf) in an attempt to influence the procurement: (1) may result in a proposer being deemed a non-responsible offerer, and (2) may result in the proposer not being awarded a contract.

*Late proposals and proposals lacking the appropriate completed and signed Proposal Checklist will be returned. Faxed or e-mailed proposals will not be accepted. Proposals will not be accepted at any other NYSERDA location other than the address above. If changes are made to this solicitation, notification will be posted on NYSERDA's web site at www.nyserda.org.

I. INTRODUCTION

The New York State Energy Research and Development Authority (NYSERDA) is a public-benefit corporation established by the State Legislature in 1975 to address the State's energy and environmental challenges, pursuant to Title 9 of Article 8 of the Public Authorities Law of the State of New York. NYSERDA's principal mission is to develop innovative solutions to some of the State's most difficult energy and environmental problems, in ways that improve the State's economy.

In August 2001, the Governor announced the creation of the Saratoga Technology + Energy Park (STEP), a 280-acre parcel located in the town of Malta. NYSERDA holds title to the property on behalf of the People of the State of New York. NYSERDA is developing STEP into a community to foster the development of clean-energy and environmental technologies.

Located in STEP, the building at 10 Hermes Road is a +/- 23,676 square-foot (sf) single story building constructed circa 1972, consisting of office, manufacturing and laboratory space. Over the past five years, numerous improvements have been made to the building including a new heating, ventilating and air conditioning system, new windows and doors, and new roof membrane.

II. SCOPE OF SERVICES

The selected Contractor will be required to provide full service, professional building management services necessary to maintain and preserve the building and property located at 10 Hermes Road, along with performing certain duties throughout the whole of STEP. The Contractor will be responsible for regularly assessing the conditions of the building and its systems; developing and implementing building operations, preventive maintenance, and establishing capital improvement plans necessary to maintain, preserve, and keep the premises in good repair and condition, including but not limited, to landscaping, mowing and snow removal. Teaming is encouraged. At NYSERDA's request, the Contractor shall also oversee the design and build-out of building renovations and improvements.

The Scope of Services to be performed is identified below, and are subject to modification.

Task 1. OPERATING EXPENSE ACCOUNT

The Contractor shall establish and maintain in a fiduciary capacity with a New York State bank, subject to NYSERDA approval, an account (the "Operating Expense Account") for deposit of funds necessary to pay for supplies, equipment, and services associated with the building operations of 10 Hermes Rd., and STEP as identified in Tasks 7, 9, 13 and 14. Such account shall be segregated from other funds maintained by the Contractor, and any interest earnings in the Operating Expense Account shall accrue to NYSERDA, and shall be used for the benefit of paying costs as herein described.

The Contractor shall purchase from funds available in the Operating Expense Account all supplies and replacement equipment which shall be necessary to properly clean, maintain and operate 10 Hermes Rd. and STEP, and which is not a capital improvement, as specified in the budget, the cost of such supplies to be net of any discounts or commissions obtained for purchases.

The Contractor shall not be obliged to make any advance to, or for the account of, NYSERDA, or to pay any amount except out of funds held or provided in the Operating Expense Account.

Deliverable: The Operating Expense Account shall be opened within 15 days of contract execution, and shall be in the name of the Contractor. NYSERDA and the Contractor agree that the maximum amount to be maintained in the Operating Account is $20,000, and minimum amount to be maintained in the

Operating Expense Account is $10,000. The Contractor shall notify NYSERDA, in writing, when the Operating Expense Account balance reaches the minimum $10,000 balance, and invoice NYSERDA for the amount required to bring the balance to the maximum amount of $20,000. NYSERDA shall then deposit that amount into the Operating Expense Account. The Contractor shall check all bills received for services, work, and supplies ordered in connection with maintaining and operating 10 Hermes Rd. and STEP, and cause such bills to be paid from funds deposited in the Operating Expense Account. On a monthly basis, the Contractor shall forward a summary of all invoices paid through the Operating Expense Account for the previous month, and a reconciliation of same. Payments shall be represented on an item-by-item basis, comparing the actual cost to the budgeted cost. The summary shall also include the item-by-item aggregate costs for all such payments made during the fiscal year in question, comparing actual cost to the budgeted cost.

Task 2. **MISCELLANEOUS**

Subtask I. Within the first thirty (30) days from contract execution, the Contractor shall undertake the following:

A. Complete a detailed property inspection, taking a physical inventory of all NYSERDA- owned equipment. The inspection shall include an assessment of the conditions of 10 Hermes Rd. and its systems;
B. Coordinate a meeting with new tenants to discuss contact procedures, and review tenant requirements;
C. Create and update, as needed, the emergency contact list, including names, and telephone and cell phone numbers;
D. Assess and review all existing warranties, manufacturer's instructions and other contracts, including building-related service contracts;
E. Develop and implement the preventative maintenance schedule in accordance with the manufacturer's recommendations; a comprehensive facility operation plan and manual; and a five year capital improvement plan;
F. Review existing building-related service contracts;
G. Placement of two separate waste cans clearly labeled Waste and Recyclable, in the beak room; and
H. Establish purchasing accounts with local vendors, and provide tax exempt certificates.

Deliverable: Within 30 days of contract execution, the Contractor shall submit to NYSERDA for its review and approval, if applicable, the following:

1. An equipment inventory listing. The Contractor shall keep a copy of this list, and update it annually. An updated inventory list shall be presented to NYSERDA no later than May 15 of each year of the contract. The Contractor shall provide a brief written summary of its building and system assessment;
2. The emergency contact list shall be distributed to NYSERDA and tenant contacts;
3. A recommendation of any warranties and contracts that should be rebid, and, if requested by NYSERDA, develop and implement bid packages, as stipulated in Task 7, for such service contracts;
4. Provide NYSERDA with a preventative maintenance schedule, comprehensive operation plan, and five (5) year capital improvement plan; and
5. The Contractor shall provide a list of all vendors where purchasing accounts have been established. NYSERDA shall be provided with an updated list each time a vendor is added or removed.

Subtask II. Within 60 days of contract execution, the Contractor shall undertake the following:

A. Conduct inspections of safety systems of 10 Hermes Rd with NYSERDA staff, the Malta Ridge Fire Dept., and the 911 director;
B. Review any existing vendor contracts to review current services; and
C. Review possible areas for operating cost reduction.

Deliverables: Within 60 days of contract execution, the Contractor shall submit to NYSERDA the following:

1. A report summarizing the meeting with the Malta Ridge Fire Dept., and the 911 director. The report shall include any inadequacies, the cost of corrective measures, and a time line for implementing such measures. NYSERDA shall respond within 7 days on the approval and implementation of same;
2. A recommendation on existing or proposed contracted services. NYSERDA shall respond within 7 days on the approval and implementation of any proposal; and
3. A summary report outlining possible areas of cost reduction, and time line for implementation. NYSERDA shall respond within 14 days on the approval and implementation of any cost reduction techniques and the timeliness thereof.

Task 3. BUDGETING
Two separate budgets are to be established and reported on as stipulated in Task 1Operating Expense Account: one for the site and building located at 10 Hermes Rd, and one for the rest of STEP.

By November 1 of each year throughout the contract, the Contractor shall prepare draft operating budgets for the 12 month period from January 1 to December 31 for the following year. A preventative maintenance budget and schedule is to accompanying the budgets. Once approved, and as of January 1, the Contractor shall implement the operating budgets and shall be authorized to incur the obligations provided for in the approved budget, provided, however, NYSERDA shall have the right to make further revisions in the approved budget at any time provided it notifies the Contractor of any such further revisions.

Deliverable: By November 1 of each year of the contract, the Contractor shall submit to NYSERDA draft operating budgets, and preventative maintenance budgets and schedules for the 12 month period from January 1 to December 31, for both 10 Hermes Rd and STEP. Within 7 days of submission a meeting shall be scheduled between the Contractor and NYSERDA to review the budgets. Within 7 days of the meeting, the Contractor shall submit the final budgets, and NYSERDA shall have 7 days to approve.

Task 4. MAINTENANCE AND REPAIRS
The Contractor shall maintain, preserve, and keep the 10 Hermes Rd in good repair and condition, and cause to be made all necessary and proper repairs, replacements and renewals, interior and exterior, thereto in performing the following services:

(I) Hire, or cause to be hired, paid and supervised, all persons necessary to properly maintain and operate 10 Hermes Rd, who, in each instance, shall be the Contractor's and not NYSERDA's employees; cause to be discharged all persons unnecessary or undesirable; and cause to be included in each budget (as herein defined) the estimated cost of such employees including, without limitation, fringe benefits, salaries, wages and workers' compensation insurance, and

maintain in a log of all hours of work completed by all employees and subcontractors at 10 Hermes Rd and STEP. Prevailing wages for Saratoga County are to be paid for all work done. Refer to Attachment C for Prevailing Wages.

(ii) Maintain, or cause 10 Hermes Rd to be maintained, in such a condition as required by this Statement of Work and as otherwise may be deemed advisable by NYSERDA (all such work to be completed in accordance with applicable State and local laws and regulations), subject only to the limitations contained within this Statement of Work. The Contractor shall ensure that all required preventive maintenance work is performed in accordance with manufacturer's specifications and all warranty work is adhered to. The Contractor shall ensure that maintenance and repairs are performed by trained technicians, which maintenance and repair shall not, to the greatest extent possible, interfere with the operations of the tenants, whose normal hours of operation are 8:30 AM to 5:00 PM Monday through Friday. When possible, the tenants are to be notified in advance of any work, and the anticipated time and date of work, to be completed. Repairs or alterations shall require the prior approval of NYSERDA only if such expenditure is not included in the budget (as herein defined), and shall be paid from sums on deposit in the Operating Expense Account. Emergency repairs, (i.e., those immediately necessary for the preservation or safety of 10 Hermes Rd., or for the safety of the occupants of 10 Hermes Rd., or other persons, or required to avoid the suspension of any necessary service in or to 10 Hermes Rd or to avoid exposure to criminal liability) shall be made by the Contractor, without the prior approval of NYSERDA, if the Contractor is unable to communicate with NYSERDA in order to obtain such approval.

(iii) Recommend, and with the approval of NYSERDA, undertake, or cause, all such act and things to be done in or about 10 Hermes Rd as shall be necessary or desirable to comply with any and all orders or violations affecting 10 Hermes Rd placed thereon by any Federal, State, County or Municipal authority having jurisdiction there over, except that if failure promptly to comply with any such order or violation would or might expose NYSERDA or the Contractor to criminal liability, without the prior approval of NYSERDA if the Contractor is unable to communicate with NYSERDA to obtain such approval, it being understood that the Contractor shall notify NYSERDA promptly after receipt of any order or notice of violation, as aforesaid.

(iv) As specified in the budget, solicit, bid, review, and enter into contracts in the Contractor's name for any necessary equipment maintenance, janitorial, window cleaning, trash removal, vermin extermination, landscaping, lawn care and tree maintenance, snow removal, fire alarm testing/inspection, and other services as shall be advisable, but any such contract not described in the budget which cannot by its terms be cancelled on 30 days notice or less must be authorized in writing by NYSERDA. The tenants are responsible for payment of gas and electric utility payments, and NYSERDA shall be responsible for any property or school tax payments.

All maintenance and repairs shall be performed in accordance with the manufacturer's specifications and all warranty requirements are to be adhered to.

To the greatest extent possible, all maintenance and repair items, including but not limited to painting, carpeting, fixture replacement, appliance replacement, etc., must conform with New York State Executive Order No. 111, which can be found at www.nyserda.org/exorder111.html. New York State Executive Order No. 111 follows standards set by the Leadership for Energy & Environmental Design (LEED™). The Contractor shall be responsible for providing NYSERDA with adequate and accurate documentation regarding conformity.

Deliverable: By the 15th day following the last day of the month the Contractor shall submit to NYSERDA a report itemizing all maintenance and repair items completed during the preceding month, the company completing the job, and the total cost of the job.

Task 5. EQUIPMENT REPLACEMENT AND GUARANTEES/WARRANTIES

The Contractor shall be responsible for ensuring that any equipment to be replaced shall be new or re-manufactured, and shall be manufactured by a reputable manufacturer. All substitutes for the original manufacturer's equipment related to the upgrading of equipment shall be ENERGY STAR® compliant, if available.

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

Deliverable: The Contractor shall submit any proposed equipment and warranty purchases to NYSERDA for its review and approval, unless the item is an expenditure in the budget. The Contractor shall ensure that all work on the equipment is conducted per the product guarantee or warranty.

Task 6. CONTRACTS

The Contractor shall be responsible for soliciting, bidding and entering into contracts on NYSERDA's behalf for any necessary equipment maintenance, janitorial, window cleaning, trash removal, vermin extermination, landscaping, lawn care and tree maintenance, snow removal and salting, fire alarm testing/inspection, and other services as advisable. Prevailing wages apply in all cases.

When bidding work the Contractor shall follow the guidelines found below:

Up to $25,000: The Contractor shall obtain and document a minimum of three verbal quotes.

$25,001 and over: The Contractor shall obtain written permission from NYSERDA for work to be completed. Once received, the Contractor shall competitively bid the project, and prior to award, consult with NYSERDA once all bids have been received.

No one contract shall exceed a period of one year without the express written consent of NYSERDA.

The following conditions shall apply to competitive bidding:

1. Each bid shall be solicited in a form and manner so that the bid solicitation will be uniform in all bids;

2. NYSERDA shall approve the bidders list, in writing, prior to mailing;
3. The Contractor may accept the low bid without prior approval if the expenditure is for a line item in the budget, and such expenditure together with previously incurred and estimated future expenditures for such line item, will not result in an excess of the annual budgeted amount for such line item; otherwise, written approval of a bid will be required;
4. If the Contractor desires to accept other than the lowest bid, or where competitive bids are not possible, justification must be provided to NYSERDA for prior approval;
5. NYSERDA shall be free to accept or reject any proposed subcontractor; and
6. All bids shall be controlled and not opened until the time and date specified in the solicitation. Any variance greater than 15% between the lowest bid and the Contractor's estimate shall be evaluated to determine the validity of the bid solicitation. The Contractor shall maintain documentation of the solicitation of proposals of any and all contract awards.

All contracts for work or service requested by NYSERDA, or for work or service contemplated by the budget but in excess of the amount budgeted, shall only be undertaken with the prior approval of NYSERDA.

For any capital improvements to 10 Hermes Rd, or throughout STEP, that exceed $20,000, the amount to be adjusted, a building permit is required from the New York State Office of General Services. NYSERDA, in cooperation with the Contractor, shall be responsible for applying for all building permits, to be displayed as instructed.

For any contracts that the Contractor engages or enters into, the Contractor shall also be responsible, if applicable, for ensuring that all systems drawings are in compliance with accepted drafting standards, obtain updates of all changes to wiring diagrams and drawings for the building for both existing systems and any system that may be added to 10 Hermes Rd.

Deliverable: The Contractor shall maintain complete and accurate records of all bids received and contracts awarded, and the ensuing work scope. On a monthly basis, the Contractor shall provide NYSERDA with a copy of all contracts awarded during the previous month.

Task 7. EMERGENCY SERVICES

The Contractor shall provide emergency services as needed on a twenty-four (24) hour, seven (7) days a week basis. The Contractor agrees to provide an emergency telephone service on a twenty-four (24) hour, seven (7) days a week basis. From the time of the call by NYSERDA or a tenant, the Contractor has a maximum of one hour to respond to the call.

Deliverable: Should the Contractor respond to an emergency service request, within 24 hours the Contractor shall provide a written report detailing the emergency, parties involved and outcome, to NYSERDA. The Contractor may also request that a NYSERDA representative also respond to the emergency services request.

Task 8. EMPLOYEE WORK LOG

The Contractor shall maintain a log of all hours of work completed by all employees and subcontractors. The Contractor shall be responsible for reviewing all bills received for services, work, and supplies ordered in connection with maintaining and operating10 Hermes Rd.

Deliverable: When requested, the Contractor shall submit to NYSERDA a report summarizing the number of all hours of work completed by all employees and subcontractors for the prior month. The employee summary shall be based on gross wages, and include benefits and payroll taxes.

Task 9. RIGHT-TO-KNOW/HAZARD COMMUNICATION PROGRAM
In accordance with the New York State Toxic Substance Act (Right-to-Know Law) and the United States Occupational Safety and Health Administration's Hazard Communication Standard, the State has established and implemented a Right-to-Know/Hazard Communication Program. The Contractor is to provide information and training to advise employees of the Contractor and NYSERDA of potentially hazardous substances known to be in the work place, and supply Material Safety Data Sheets for all chemicals used by the Contractor's employees or other contract vendors. Contractor is to ensure that before any chemicals used on or in 10 Hermes Rd, a copy of the product label and Material Safety Data Sheet must be provided to and approved by NYSERDA before the chemical is applied.

Deliverable: Within 60 days of contract execution, and for Contractor employees new to working at 10 Hermes Rd, the Contractor shall provide information and training to advise employees of the Contractor and NYSERDA of potentially hazardous substances known to be in the work place. The Contractor shall work with all tenants to provide Material Safety Data Sheets for all chemicals used by contract vendors. Before any chemical product is used on or in the building, a copy of the product label and Material Safety Data Sheet must be placed in a visible location for all to review if so desired.

Task 10. BUILDING MANAGEMENT SERVICES
The Contractor shall be responsible for maintaining the following building management services and systems, which include but are not limited to:

a. Lighting systems
b. Pest management
c. Electrical switchgear and electrical systems
d. Landscaping, tree maintenance, and maintaining all walkways
e. Daily responsiveness to problems identified by staff of NYSERDA and tenants
f. Rubbish removal
g. Monthly site inspections and provide verification of such inspection
h. Maintain inventory, supply list and spare parts documentation
I Providing a five year capital repair and improvement plan
j Fire alarm and fire suppression systems
k Provide staff to maintain and perform routine inspections and required interior and exterior maintenance
l. Maintain all drawings, as-builts, and other schematic drawings current as well as site/equipment manuals
m. Plumbing
n. Provide timely monthly operating report with appropriate documentation
o. Review work order, maintenance tracking and scheduling systems
p. Provide operational and preventative maintenance plans
q. HVAC
r. Window cleaning (once each spring and fall)
s. Security
t. Painting
u. Responding in a timely fashion to tenant requests and issues as they arise

Where specifications or standards are not included herein, maintenance shall be in accordance with manufacturer's recommendations and standards.

Task 11. JANITORIAL CLEANING
The Contractor shall be responsible for cleaning all office and common areas at 10 Hermes Rd, not less frequently than Monday, Wednesday and Friday of each week. Exceptions shall be allowed for national and state holidays, in which case 10 Hermes Rd shall be cleaned the day following the holiday. Additional janitorial cleaning may be required for major events, as defined by NYSERDA and the tenants. For any major event, an attempt shall be made to notify the Contractor not later than seven days prior to the occurrence.

Janitorial cleaning includes:

1. The emptying of all waste cans, and properly disposing of the waste and recyclables;
2. Vacuuming all carpeted floors in offices and common areas;
3. Sweeping and mopping all tiled or linoleum offices, bathrooms, common areas, and break room;
4. Cleaning all mirrors, counter tops, sinks, toilets, urinals, and tables using appropriate cleansing agents;
5. Bath room walls;
6. No less frequently than twice each month all office waste can liners are to be replaced;
7. Bathroom waste can liners are to be replace with every cleaning; and
8. Emergency cleanings as they arise.

Task 12. GROUNDS MAINTENANCE
The Contractor shall be responsible for maintaining the exterior of 10 Hermes Rd, and all of STEP including but not limited to, both sides of Hermes Rd from Dunning Street to Luther Forest Technology Campus's northwest property line, the Access Road to 107 Hermes Rd, the pathway, and forest. Grounds maintenance shall include:

1. Planting flowers, spreading mulch and weeding the flower beds at 10 Hermes Rd, and the landscaped areas throughout STEP. Weeding shall occur not less frequently than weekly. All flowers and plants that are planted shall conform with the landscaping plans as described in the Design Guidelines for STEP, which shall be shared with the Contractor once approved;
2. Watering all flower beds on an as-needed basis;
3. Lawn mowing. This shall occur on both sides of Hermes Rd from the Dunning St entrance to Luther Forest Technology Campus property line, including any mowing required along the 107 Hermes Access Rd and any roads built at STEP throughout the term of the contract, and in the front, sides, and back of 10 Hermes Rd. This shall be on an as-needed basis, but in no instance shall the grass length exceed four (4) inches in length;
4. Spring and fall clean-up. This shall include raking leaves at 10 Hermes Rd, in and around the gateway sign, and along the areas described in (3) above. This also includes keeping the sidewalks and access roads at 10 Hermes Rd clean of pine needles, dirt and debris; and
5. Litter and debris removal. The Contractor shall be responsible for picking up all litter and debris along all roads, structures (gazebo, signs, etc), pathways and trails at STEP, at the entrance of Hermes Rd, along both sides of the road to the Luther Forest Technology Campus property line, and around 10 Hermes Rd.

Task 13. SNOW REMOVAL
The Contractor shall be responsible for snow removal (shoveling, snow blowing, plowing, and salting) in the following areas:

1. All sidewalks at 10 Hermes Rd, and providing clear access to dumpsters in the north parking lot;
2. The access roads to, and front and north parking lots at, 10 Hermes Rd;
3. The access to the north driveway at 10 Hermes Rd;

4. At and around all shipping and receiving docks;
5. Clearing snow to provide access to the shed and all storage containers;
6. Clearing snow to provide access to and around the fuel cell;
7. Clearing snow away from all HVAC equipment;
8. Clearing snow to provide access to all fire hydrants throughout STEP; and
10. Clearing snow from the trailhead parking lot and access road.

Presently, there are +/- 1.2 miles of roads at STEP to maintain, along with one parking lot. As STEP continues to build-out, the additional roads and parking lots shall need to be maintained as well. Until the Contractor is otherwise notified, the Contractor shall also be responsible for plowing the length of Hermes Rd. from the entrance at Dunning St. to Luther Forest Technology Campus's property line, and the road leading to 107 Hermes Rd, and any future roads that are constructed during the life of this Agreement. The Contractor shall further be responsible for salting all areas previously described on an as-needed basis. Alternatives to road salt are to be explored.

When plowing Hermes Rd., the Contractor shall ensure that both lanes are cleared of snow and ice to the edge of the blacktop, and there is safe and sufficient room for 2-lane traffic. The Contractor shall periodically shelf the snow banks on either side of the road.

The contract amount allows for up to 50 snow plow pushes, and 40 salt applications per year.

Deliverable: To the greatest extent possible, the Contractor shall plow and salt as frequently as the Town of Malta. Should there be any questions regarding plowing and/or conditions, the Contractor is to contact the Malta Town Highway Superintendent at 899-2818. The Contractor shall also remove snow at the request of NYSERDA and tenants, or when health and safety is at risk.

On a monthly basis, the Contractor shall submit a summary of the dates when shoveling and plowing occurred, the number of pushes during the month, number of cumulative pushes, and the number of pushes remaining.

Should the number of snow pushes and/or salt applications be exceeded in any given snow removal season, the Contractor shall invoice NYSERDA for one-fiftieth (1/50th) of the budgeted cost of snow plowing, and one-fortyith (1/40th) of the budgeted cost of salt for each occurrence or application.

Task 14. CONSTRUCTION MANAGEMENT SERVICES

With the prior written consent of NYSERDA, the Contractor shall negotiate and review contracts to be entered into for capital repairs and improvements to 10 Hermes Rd., and supervising all work to be performed under such contracts and authorize payment for all work performed under such contracts. If in question, the Contractor shall consult with NYSERDA as to whether prevailing wage rates will have to be paid on each such contract. The Contractor shall engage as necessary architects' and engineers' services required for the planning and supervision of alterations and/or improvements made or proposed to be made to 10 Hermes Rd. The Contractor shall receive a fee, to be negotiated and established for the life of this Agreement, of the actual costs incurred for overhead/profit for bidding and overseeing such capital related projects.

In such instances when construction is completed by the Contractor, NYSERDA shall reimburse the Contractor for direct construction costs plus a negotiated fee of the total cost for overhead and profit. Direct construction costs shall be accounted for by completing Daily Labor, Material, Equipment and Subcontract time sheets. These time sheets shall be submitted to NYSERDA when requested. Direct labor rate costs for plumbers, electricians, carpenters, and other union represented trades shall be paid at the Saratoga County prevailing wage rate for the particular trade involved plus statutory labor burdens.

Deliverable: Prior to undertaking any capital improvement, the Contractor shall obtain estimates as outlined in Task 7, Contracts. The Contractor shall submit the estimates to NYSERDA, who shall authorize work in writing. The Contractor shall then enter into the contract and supervise the work to be completed, maintaining accurate time sheets and records of other costs. Not more than monthly the Contractor shall invoice NYSERDA for progress payments. Each invoice submitted for capital repairs shall represent 95% of the total amount of the invoice. The remaining 5% shall represent the retainage, to be paid within 30 days of satisfactory installation and inspection of the entire job.

Task 15. MEETINGS
There shall be periodic meetings to be held at 10 Hermes Rd. for the following purposes:

(I) Review building management progress and quality of work;
(ii) Identify and resolve problems;
(iii) Coordinate the efforts of all concerned so that these services are rendered efficiently and effectively; and
(iv) Maintain a sound working relationship between the Building Manager and NYSERDA.

Task 16. CHANGE IN TENANCY
As soon as it is known, a NYSERDA representative shall notify the Contractor of any change in tenancy, including the vacating of existing tenants, change in tenants' physical space, or leasing to new tenants. In instances when new tenants take possession of space, and within 7 days of same, the Contractor shall meet with the tenant's principal employee to review procedures and schedules, and provide the principal with an Emergency Contact List, as described in Task 2.

Task 17. RECORDS
The Contractor shall perform the preparation and filing, on behalf of NYSERDA, of any certificates, documents and reports required by any governmental authority relating to the management of the 10 Hermes Rd and STEP, and provide NYSERDA with a copy thereof with proof of filing immediately thereafter.

The Contractor shall set up and maintain orderly books, records and files containing correspondence, receipted bills, contracts and vouchers and all other documentations and papers pertaining to 10 Hermes Rd and STEP, and the operation and maintenance thereof. The Contractor shall upon request of NYSERDA make same available, and shall deliver same to NYSERDA or its agents on demand from NYSERDA, provided, however, the Contractor shall have no duty to maintain records or files for a period longer than six (6) years after the fiscal year in which they were created.

III. PROPOSAL REQUIREMENTS
Proposers must submit five (5) copies of the completed proposal to the attention of Roseanne Viscusi at the address on the front of this Request for Proposal. A completed and signed Proposal Checklist (Attachment A) must be attached to the front cover of all five (5) copies of your proposal, one of which must contain an original signature. **Late proposals and proposals lacking the appropriate completed and signed Proposal Checklist will be returned.** Faxed or e-mailed copies will not be accepted. Be sure that the individual signing the checklist is authorized to commit the Proposer's organization to the proposal as submitted. Each page of the proposal should state the name of the Proposer, the RFP number, and the page number. NYSERDA reserves the right to request additional data or material to support proposals. All material submitted in response to the RFP will become the property of NYSERDA.

Procurement Lobbying Requirements - State Finance Law sections 139-j and 139-k

Procurement lobbying requirements contained in State Finance Law sections 139-j and 139-k became effective on January 1, 2006. (The text of the laws are available at: http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html). In compliance with §139-j and §139-k of the State Finance Law, for proposals submitted in response to this solicitation that could result in agreements with an annual estimated value in excess of $15,000, additional forms must be completed and filed with proposals: (1) a signed copy of the Proposal Checklist including required certifications under the State Finance Law and (2) a completed Disclosure of Prior Findings of Non-Responsibility form. Failure to include a signed copy of the Proposal Checklist referenced in this solicitation will disqualify your proposal.

Proposals are to be limited to 10 pages, plus attachments. Proposals should not be submitted in an elaborate format that includes expensive binders or graphics. Unnecessary attachments beyond those sufficient to present a complete, comprehensive, and effective response will not influence the evaluation of the proposal. Each page of the proposal should state the name of the proposer, the RFP number, and the page number. The proposal must be in the following format:

A. THE PROPOSER

1. Company Information – All Proposers must, if such exists, provide the following information for each member of the proposed team:

- Name of business entity (including any "Doing Business As" names)
- Headquarters/Parent Company Location
- History of firm
- Property management experience in New York
- Internet web site address (if any)
- Details of entity's business structure (corporation, partnership, LLC)
- Date founded
- New York State and other pertinent locations and total number of employees at each
- Briefly explain your understanding of the project requirements
- Submit proof of insurability for workers compensation and consultant liability
- List of any outstanding litigation that would threaten the viability of the firm or the performance of this contract

2. Qualifications

The Proposer shall provide:

a. A list of three similar sized properties the Proposer is presently managing, including the length of time the Proposer has been managing the property and a description of the types of management services provided. Do such services differ from those outlined in Section II, and if so, how do they differ?

b. A description of any specific experience and qualifications in building management and any specific experience the Proposer has in each of the particular building operations and management disciplines, i.e., mechanical systems, electrical systems, fire alarms, emergency management systems, plumbing systems, etc., along with an indication of which building management areas will be performed directly and what will be subcontracted.

c. Describe in detail the approach to be taken for Task 4, Maintenance and Repairs; Task 6, Contracts; Task 9, Right-to-Know/Hazard Communication Program; Task 10, Building Management Services; Task 11, Janitorial Cleaning; Task 12, Grounds Maintenance; Task 13, Snow Removal; and Task 16, Construction Management Services.

3. Staffing
The Proposer shall also provide:

a. The size and experience of the staff pool from which staff assigned to the management contract can be drawn.

b. The composition of the staff team the Proposer shall dedicate to this assignment including:
   i. The names of the employees in the area responsible for this contract;
   ii. Their function in the company, title, and number of years service with the Proposer's firm; and
   iii. Detailed resumes for the specific individuals designated to work on this contract, specifying educational and work experiences deemed relevant to the type of work to be undertaken.

c. The name of the person designated as the Project Leader who will be responsible for the coordination of work efforts of the other individuals. Information to be provided regarding the Project Leader is to include:
   i. Length of career in providing building management services;
   ii. Work experience and professional designations; and
   iii. Number and size of buildings managed in the last three years.

d. Indicate the anticipated volume of work to be performed directly and to be subcontracted. Where any subcontractor shall be used in a particular discipline, describe, if known, the subcontractor's qualifications in detail, and the extent of their use.

e. Indicate the pertinent equipment that the Proposer owns that will be used, such as trucks or vans, snow removal equipment, lawn mowers, jack hammers, etc.

4. References
Each Proposer must submit a list of three (3) references documenting its experience as outlined in this Request for Proposals.

5. Cost of Services
All Proposers must submit their fee proposal, on their own form, for required services necessary to provide NYSERDA with the required deliverables. Prevailing wages for Saratoga County are applicable. Each Proposal must include:

a. The annual Management Fee, to be paid in equal monthly installments, to be charged for the first three years of the agreement as well as the two renewal periods. This must be a fixed dollar amount and not a percentage based on expenses. For the purposes of the agreement, the Management Fee shall include the cost of off-site corporate building management and administrative personnel, all overhead and profit, and all administrative expenses including payroll processing cost, auditing, accounting, reporting or other requirements, and excluding depreciation, amortization, and interest expenses.

b. A detailed listing of any other expenses or fees to be paid directly to the Proposer (excluding those additional services provided below). These expenses shall be based on the actual costs incurred with no mark-up allowed. These items should include a list of the Proposer's on-site employee(s) (in Full Time Equivalent) by title, their respective salary(s), all fringe benefits, any other ancillary items provided to employees (such as 401K, leased vehicles, paid parking, etc.) together with a list of any other items and their respective cost to be charged by the Proposer as part of the agreement. If periodic building related services (e.g. electricians,

plumbers) are to be provided by employees of the Proposer, the listing should include those titles and their respective hourly rates and fringe benefits. Unless otherwise agreed to by NYSERDA, reimbursement for these items will be limited to the amount set forth in the Agreement. Any expenses not specifically included will not be eligible for reimbursement and must be absorbed by the Management Fee.

c. A fee proposal and detailed explanation for additional services that may be performed in addition to the foregoing such as to supervise or secure renovation or construction services, including capital repairs and replacements. The proposal must clearly identify what types of services will be separately billed to NYSERDA as opposed to those that are included in the Management Fee, or other expenses or fees included in Item (b) above. This fee should be shown as a percentage of the direct construction costs but may not exceed 15%.

If construction related services are provided by other employees of the Proposer (e.g. engineers, electricians, plumbers), the listing should include those titles and their respective hourly rates. Unless otherwise agreed to by NYSERDA, the rate will be those set forth in the Agreement.

B. PROPOSAL EVALUATION

Proposals submitted in response to this RFP shall be reviewed, and scores assigned based on the information provided and satisfactory references. NYSERDA retains the right to request any additional information pertaining to the Proposer's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work. Proposals shall be reviewed by a technical evaluation panel consisting of NYSERDA staff and external individuals.

1. Selection Criteria

Each proposal will be evaluated using the following criteria:

A. Approach and Scope of Services

1. Completeness. The proposal is complete and follows the outline in Section III of this RFP;
2. Quality of approach and methodology for performing the effort clearly demonstrates an understanding of the applicable issues and requirements for building management; and
3. Quality, clarity and completeness of scope of services, including the extent to which alternative approaches and tasks will achieve objectives.

B. Experience

1. Quality, extent and relevance of Proposer's operational experience (including sub-contractors) in conducting all facets of building operations;
2. Quality, extent and relevance of Proposer's building management experience, including the experience of subcontractors, in conducting similar efforts, particularly of a magnitude and setting similar to that described by this RFP, including familiarity with the geographic resources available in Saratoga County; and
3. Quality, extent and relevance of experience, education and training of key personnel, including subcontractors.

C. Organization, Staffing and Management Plan

Quality of project organization and management plan; extent to which it will provide for successful, timely and fully compliant program implementation as evidenced by the:

a. Plan for controlling the effort;
b. Coordination of subcontractors or teaming arrangements;
c. Quality of interaction and coordination with NYSERDA;
d. Extent to which the Proposer will be using its own equipment compared to the reliance on subcontractors; and
d. Reporting methodologies.

D. References

1. Proposer's service capability, reputation, facilities, equipment, and past performance; and
2. Proposer's previous performance in contracts or business dealings with municipal, state or federal agencies, or other entities, including NYSERDA.

Cost

The pricing proposal will be evaluated for reasonableness of cost for the total effort. Pricing proposals must be complete, accurate and well documented. Any pricing conditions or contingencies must be clearly stated.

All lump sum prices must be inclusive of all direct and non-direct costs as well as all overhead, fees and profit.

V. GENERAL CONDITIONS

Proprietary Information - Careful consideration should be given before confidential information is submitted to NYSERDA as part of your proposal. Review should include whether it is critical for evaluating a proposal, and whether general, non-confidential information, may be adequate for review purposes. The NYS Freedom of Information Law, Public Officers law, Article 6, provides for public access to information NYSERDA possesses. Public Officers Law, Section 87(2)(d) provides for exceptions to disclosure for records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Information submitted to NYSERDA that the proposer wishes to have treated as proprietary, and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to accept it from disclosure, including a written statement of the reasons why the information should be excepted. See Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501 www.nyserda.org/nyserda.regulations.pdf. However, NYSERDA cannot guarantee the confidentiality of any information submitted.

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 Agreements.

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

Empire State Development
Division For Small Business
30 South Pearl Street
Albany, NY 12245

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

Empire State Development
Minority and Women's Business Development Division
30 South Pearl Street
Albany, NY 12245

State Finance Law sections 139-j and 139-k - NYSERDA is required to comply with State Finance Law sections 139-j and 139-k. These provisions contain procurement lobbying requirements which can be found at http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html
The attached Proposal Checklist calls for a signature certifying that the proposer will comply with State Finance Law sections 139-j and 139-k and the Disclosure of Prior Findings of Non-responsibility form includes a disclosure statement regarding whether the proposer has been found non-responsible under section 139-j of the State Finance Law within the previous four years.

Tax Law Section 5-a - NYSERDA is required to comply with the provisions of Tax Law Section 5-a, which requires a prospective contractor, prior to entering an agreement with NYSERDA having a value in excess of $100,000, to certify to the Department of Taxation and Finance (the "Department") whether the contractor, its affiliates, its subcontractors and the affiliates of its subcontractors have registered with the Department to collect New York State and local sales and compensating use taxes. The Department has created a form to allow a prospective contractor to readily make such certification. *See*, ST-220-TD (available at http://www.tax.state.ny.us/pdf/2006/fillin/st/st220td_606_fill_in.pdf). Prior to contracting with NYSERDA, the prospective contractor must also certify to NYSERDA whether it has filed such certification with the Department. The Department has created a second form that must be completed by a prospective contractor prior to contacting and filed with NYSERDA. *See*, ST-220-CA (available at http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf). The Department has developed guidance for contractors which is available at http://www.tax.state.ny.us/pdf/publications/sales/pub223_606.pdf.

Contract Award - NYSERDA anticipates making one award under this solicitation. It may award a contract based on initial applications without discussion, or following limited discussion or negotiations. Each offer should be submitted using the most favorable cost and technical terms. NYSERDA may request additional data or material to support applications. NYSERDA will use the Sample Agreement to contract successful proposals. NYSERDA expects to notify proposers in approximately 8 weeks from the proposal due date whether your proposal has been selected to receive an award.

Limitation - This solicitation does not commit NYSERDA to award a contract, pay any costs incurred in preparing a proposal, or to procure or contract for services or supplies. NYSERDA reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel in part or in its entirety the solicitation when it is in NYSERDA's best interest.

Disclosure Requirement - The proposer shall disclose any indictment for any alleged felony, or any conviction for a felony within the past five years, under the laws of the United States or any state or territory of the United States, and shall describe circumstances for each. When a proposer is an association, partnership, corporation, or other organization, this disclosure requirement includes the organization and its officers, partners, and directors or members of any similarly governing body. If an indictment or conviction should come to the attention of NYSERDA after the award of a contract, NYSERDA may exercise its stop-work right pending further investigation, or terminate the agreement; the contractor may be subject to penalties for violation of any law which may apply in the particular circumstances. Proposers must also disclose if they have ever been debarred or suspended by any agency of the U.S. Government or the New York State Department of Labor.

VI. Attachments:
Attachment A - Proposal Checklist
Attachment B - Disclosure of Prior Findings of Non- Responsibility
Attachment C - Prevailing Wages
Attachment D - Sample Agreement

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

ATTACHMENT A - RFP No. 1281 PROPOSAL CHECKLIST (MANDATORY)

Proposal Title: **Property Management Services- 10 Hermes Rd and STEP**		Due Date: **January 13, 2009**	
Primary Contact (Prime Contractor)		Title	
Company		Phone	Fax
		e-mail	
Address	City	State or Province	Zip
Secondary Contact		Title	
Company		Phone	Fax
		e-mail	
Address	City	State or Province	Zip

THE PRIME CONTRACTOR MUST SIGN THIS FORM BELOW and ANSWER THE FOLLOWING QUESTIONS:

Do you accept all Terms & Conditions in the Sample Agreement? (if no, explain on separate pg) __ Yes __ No

Have you been indicted/convicted for a felony within the past 5 years? (if yes, explain on separate pg) __ Yes __ No

Are you a Minority or Women-Owned Business Enterprise? __ Yes __ No

Does your proposal contain Minority or Women-Owned Business enterprises as subcontractors? __ Yes __ No

Are you submitting the required number of copies? (See proposal instructions.) __ Yes __ No

Is other public funding pending/awarded on this and/or very similar topic (prior and/or competing proposals)? __ Yes __ No
(if yes, explain on separate page)

ON WHAT PAGE IN YOUR PROPOSAL CAN THESE ITEMS BE FOUND?

PART I
Company/Applicant ____
Proposer Qualifications ____
Staffing ____
References ____
Cost ____

PART II
Indictment/Conviction of Felony (if applicable) ____
NYSERDA Contracts Awarded (if applicable) ____

PART III
Completed and Signed Cost Pricing Proposal Form(s) ____

Disclosure of Prior Findings of Non-responsibility Form ____

AUTHORIZED SIGNATURE & CERTIFICATION

I certify that the above information, and all information submitted in connection with State Finance Law §139-j and §139-k, is complete, true, and accurate, and that the proposal requirements noted have been completed and are enclosed. I affirm that I understand and will comply with NYSERDA's procedures under §139-j(3) and §139-j(6)(b) of the State Finance Law. I understand that this proposal may be disqualified if the solicitation requirements are not met. I the undersigned am authorized to commit my organization to this proposal.

Signature	Name
Title	Organization
Phone	

NOTE: This completed form **MUST** be signed and attached to the front of all copies of your proposal.

RFP 1281
Attachment B
Disclosure of Prior Findings of Non-responsibility Form

(Mandatory)

Name of Individual or Entity seeking to enter the procurement contract:		
Address:		
Date:		
Solicitation or Agreement Number: Name and Title of Person Submitting this Form:		
Has any Governmental Entity made a finding of non-responsibility regarding the Individual or Entity seeking to enter the Procurement Contract in the last four years? (Please indicate with an "X")		Yes
		No
Was the basis for the finding of non-responsibility due to a violation of §139-j of the State Finance Law? (Please indicate with an "X")		Yes
		No
Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please indicate with an "X")		Yes
		No
If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.		
Government Agency or Authority:		
Date of Finding of Non-responsibility:		
Basis of Finding of Non-responsibility: (Add additional pages as necessary)		

Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named Individual or Entity due to the intentional provision of false or incomplete information ? (Please indicate with an “X”)		Yes
		No
If you answered yes, please provide details below.		
Government Agency or Authority:		
Date of Termination or Withholding of Contract:		

Basis of Termination or Withholding: (Add additional pages as necessary)

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

By:_____ Date:_____
Signature

Name:_____ Title:_____

David A. Paterson, Governor

M. Patricia Smith, Commissioner

NYSERDA

Eileen Ketcham
Bergmann Associates
1 Computer Drive South
Albany NY 12205

Schedule Year	2007 through 2008
Date Requested	06/05/2008
PRC#	2008004734

Location	Town of Malta
Project ID#	6780.03
Project Type	Road Construction

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 2007 through June 2008. 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.

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.

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, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provide, 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 receive and maintain such payrolls.

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

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

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

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

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

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

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

Withholding of Payments

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

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b 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.

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 and Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

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

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

David A. Paterson, Governor

M. Patricia Smith, Commissioner

NYSERDA

Eileen Ketcham
Bergmann Associates
1 Computer Drive South
Albany NY 12205

Schedule Year	2007 through 2008
Date Requested	06/05/2008
PRC#	2008004734

Location	Town of Malta
Project ID#	6780.03
Project Type	Road Construction

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:

[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other : _____

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, 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 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, 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.

NEW LEGISLATION

Effective February 24, 2008

WORKER NOTIFICATION – A9052 – S6240

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

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

NEW LEGISLATION

Effective July 18, 2008

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

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.

Rules and regulations will be promulgated and posted on the NYSDOL website www.labor.state.ny.us when finalized.

Where to find OSHA 10-hour Construction Course

1. 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~

   Keene State College
   Manchester, NH
   Leslie Singleton
   e-mail: lsingletin@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_osha.cfm

2. List of trainers and training schedules for OSHA outreach training at:
   www.OutreachTrainers.org

3. NYS Department of Labor website for scheduled outreach training at:
   www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

NEW YORK STATE DEPARTMENT OF LABOR
BUREAU OF PUBLIC WORK
State Office Building Campus ● Building 12 ● Room 130
Albany, New York 12240

THIS IS A PUBLIC WORK PROJECT

Any worker, laborer, or mechanic employed on this project is entitled to receive the ***prevailing wage and supplements*** rate for the classification at which he/she is 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.state.ny.us*

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

Albany	(518) 457-2744	**Newburgh**	(845) 568-5398
Binghamton	(607) 721-8005	**Patchogue**	(631) 687-4886
Buffalo	(716) 847-7159	**Rochester**	(585) 258-4505
Garden City	(516) 228-3915	**Syracuse**	(315) 428-4056
New York City	(212) 775-3568	**Utica**	(315) 793-2314
		White Plains	(914) 997-9507

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

Contractor Name: _____

Project Location: _____

STATE OF NEW YORK
David A. Paterson, Governor

DEPARTMENT OF LABOR
M. Patricia Smith, Commissioner

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	1:1,1:3
Mason	1:1,1:4
Carpenter	1:1,1:4
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	1:1,1:4
Iron Worker	1:1,1:6
Laborer	1:1,1:3
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4883	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Saratoga County General Construction

Asbestos Worker 06/01/2008

JOB DESCRIPTION Asbestos Worker **DISTRICT** 1

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

WAGES
Per hour

	07/01/2007
Asbestos Worker Removal & hazardous abatement Only	$ 20.83

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

SUPPLEMENTAL BENEFITS
Per hour paid

Journeyman	$ 14.65

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.

1-201North

Boilermaker 06/01/2008

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

	07/01/2007	10/01/2007	10/01/2008
Boilermaker	$ 27.45	$ 28.55	$ 29.65

SUPPLEMENTAL BENEFITS
Per hour worked

Journeymen	$ 8.96 Plus 36.6% of Wage	$ 8.96 Plus 36.6% of Wage	$ 8.96 Plus 36.6% of Wage

OVERTIME PAY
See (B, E, *Q) on OVERTIME PAGE
* DOUBLE TIME AFTER TEN HOURS ON MON.-SAT.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 15) on HOLIDAY PAGE

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 & paid

All Apprentices get same benefits as Journeyman.

1-197

Carpenter - Building 06/01/2008

JOB DESCRIPTION Carpenter - Building **DISTRICT** 1

ENTIRE COUNTIES
Saratoga

WAGES

Per hour:	07/01/2007	06/01/2008 Additional	06/01/2009 Additional
Carpenter	$ 25.06	$ 2.00	$ 1.50
Floor & Carpet	25.06	2.00	1.50
Asbestos work	25.06	2.00	1.50
Dry-Wall Applicator	25.06	2.00	1.50
Piledriver	25.56	2.00	1.50
Diver - Wet Day	58.75		
Diver - Dry Day	26.06	2.00	1.50
Diver Tender	26.06	2.00	1.50
Welder	25.06	2.00	1.50

Hazardous site pay, requiring protective gear shall be an additional $1.50 per hour.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 11.915	$ 11.915

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:

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

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

Supplemental Benefits per hour worked:

Carpenter		
1st year terms	$ 5.185	$ 5.185
2nd year terms	8.535	8.535
3rd year terms	11.915	11.915
4th year terms	11.915	11.915

1-370Z3

Carpenter - Heavy & Highway 06/01/2008

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

ENTIRE COUNTIES
Saratoga

WAGES
Per Hour:

	07/01/2007
Carpenter	$ 25.99
Millwright	25.99
Piledriver	25.99
Welder &	

Hazardous Work	27.49
Diver-Wet Day	58.75
Diver-Dry Day	26.99
Tender	26.99

SUPPLEMENTAL BENEFITS
Per Hour Worked

Journeyman	$ 11.90

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

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

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman wage.

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

Supplemental Benefits per hour worked:

1st year term	$ 5.20
2nd year term	8.55
3rd year term	11.90
4th year term	11.90

1-370 Saratoga

Electrician 06/01/2008

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 countythat lies north of Route 23A.
Otsego: Only the Towns of Decatur and Worchester

WAGES
Per hour

	07/01/2007	06/01/2008 Additional	06/01/2009 Additional
Electrician	$ 28.75	$ 1.51	$ 1.61
Audio/Sound	28.75	1.51	1.61
Video	28.75	1.51	1.61
Tele-Data	28.75	1.51	1.61
Certified Welder	31.63	1.51	1.61

An additional 5% above rate for work over 30' above floor when working on ooth picks, structural steel, temp. platforms, swing scaffolds & boatswain chairs.

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

An additional 20% above rate in shafts over 25' deep & tunnels over 50' lg under const.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 14.80 +3% of Wage	$ 14.80 +3% of Wage

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

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 wage.

6mo	1yr
40%	45%

1500 hour terms at the following percentage of Journeyman's wage.

2nd yr	3rd yr	4th yr	5th yr
50%	60%	70%	80%

Supplemental Benefits per hour worked

1st term	$ 7.95*	$ 7.95*
2nd term	7.95*	7.95*
All others	14.80*	14.80*

*Note - Plus 3% of wage.

1-236

Elevator Constructor 06/01/2008

JOB DESCRIPTION Elevator Constructor **DISTRICT** 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Columbia: Only the Townships of Stuyvesant, Kinderhook, Chatham,Canaan, Stockport, Ghent, Austerlitz, Greenport, Claverack, Hillsdale and New Lebanon.
Greene: Towns of Durham, Greenville, New Baltimore, Cosacki, Ciro, & Athens

WAGES

Per hour

	07/01/2007	01/01/2008
Mechanic	$ 34.04	$ 35.46
Helper	23.83	24.82

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	$ 14.89 +8 % of wage	$ 16.285 +8% of wage
Helper	14.89 +6 % of wage	16.285 +6% of wage

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

REGISTERED APPRENTICES

Wages per hour

1st 6mo	2nd 6mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

Supplemental Benefits per hour worked

Apprentices	$ 14.89 +6% of wage	$ 16.285 +6% of wage

1-35

Glazier 06/01/2008

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

	07/01/2007	05/01/2008 Additional
Glazier	$ 22.50	$ 1.10
High Rate*	24.95	1.10

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

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 10.98	$ 10.98
Journeyman High Rate	18.38	18.38

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

One Half Year (900 hr) terms at the following percentage of Journeyman's wage orHigh Rate as applicable.

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

Supplemental Benefits per hour worked

Apprentice	$ 10.98	$ 10.98
Apprentice High Rate	18.38	18.38

1-201

Insulator - Heat & Frost 06/01/2008

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
Per Hour

	07/01/2007	05/01/2008 Additional	05/01/2009 Additional
Asbestos Worker	$ 25.60	$ 1.50	$ 1.50
Insulator	$ 25.60	1.50	1.50
Firestopping Worker*	$ 21.76	1.50	1.50

* On Mechanical Systems only.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 15.44	$ 15.44

OVERTIME PAY
See (*B, **E, ***Q) on OVERTIME PAGE
*B=Double time after 10 hours

**E=Double time after 10 hours
***Q=Triple time on Labor Day if worked.

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

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	$ 15.44	$ 15.44

1-40

Ironworker 06/01/2008

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,Bleeker 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 Townships of Unadilla, Butternut,Morris, Otego,Oneonta, Laurens, Millford, Maryland and Worchester.

WAGES

Per hour	07/01/2007	05/01/2008 Additional
Ornmental	$ 24.95	$ 1.40
Reinforcing	24.95	1.40
Rodman	24.95	1.40
Sheeter Bucker-up	25.07	1.40
Structural & Precast	24.95	1.40
Mover/Rigger	24.95	1.40
Fence Erector	24.95	1.40
Stone Derrickman	24.95	1.40
Sheeter	25.20	1.40
Curtain Wall Installer	24.95	1.40
Metal Window Installer	24.95	1.40

SUPPLEMENTAL BENEFITS
Per hour worked

JOURNEYMAN	$ 18.36	$ 18.36

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
one YEAR TERMS AT THE FOLLOWING WAGE RATES:

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

Supplemental Benefits per hour worked

1st year	$ 8.00
2nd year	14.83
3rd year	15.80

4th year	16.77

1-12

Laborer - Building 06/01/2008

JOB DESCRIPTION Laborer - Building **DISTRICT** 1

ENTIRE COUNTIES
Schenectady, Schoharie

PARTIAL COUNTIES
Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown,Broadalbin and Perth.
Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdamand Florida.
Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau,South Glens Falls, Providence, Greenfield, Wilton, Galaway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park.

WAGES
Per hour

	07/01/2007	07/01/2008 Additional	07/01/2009 Additional
Group #1: All Classifications except as noted in Groups 2 & 3	$ 21.33	$ 1.50	$ 1.55
Group #2: Blaster, Wagon Drill Operator, Formsetter,Well Pointing & Laser Operator	21.83	1.50	1.55
Group #3: Handling of Asbestos or Toxic Materials	22.68	1.50	1.55

SUPPLEMENTAL BENEFITS
Supplemental Benefits per hour worked

Journeyman	$ 12.26	$ 12.26

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 wage.

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

Supplemental Benefits per hour worked

Apprentices	$ 12.26	$ 12.26

1-157

Laborer - Building 06/01/2008

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

	07/01/2007	07/01/2008 Additional
Basic	$ 21.01	$ 1.50
Blaster, Wagon Drill	21.01	1.50

Formsetter, Laser Oper	21.01	1.50
Well Pointing	21.01	1.50
Asbestos Abatement	22.36	1.50
Toxic Material Handler	22.36	1.50

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 12.58	$ 12.58

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
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	$ 12.58	$ 12.58

1-190

Laborer - Heavy&Highway 06/01/2008

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

ENTIRE COUNTIES
Schenectady, Schoharie

PARTIAL COUNTIES
Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown,Broadalbin and Perth.
Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdamand Florida.
Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau,South Glens Falls, Providence, Greenfield, Wilton, Galaway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park

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

GROUP # B:
Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer,Pavement Breaker, Handlers of all SteelMash, 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, Gunite, 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:
All Rock or Drilling Machine Operators (Except Quarry Master and Similar Type), Acetylene Torch Operators, Asphalt Paver/Raker and Powderman.

GROUP # D:
Blasters, Form Setters, Stone or Granite Curb Setters.

WAGES per hour	07/01/2007
Group # A	$ 22.79
Group # B	22.99
Group # C	23.19
Group # D	23.39

Additional $2.00 per hr. over base rate for work on a State or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection. Workers on a single irregular work shift starting anytime from 5:00 pm to 1:00 am due to governmental mandated night work shall be paid an additional $1.50 per hour. Effective on jobs bid after January 1, 2001.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	$ 12.40

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 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	$ 12.40

1-157h/h

Laborer - Heavy&Highway 06/01/2008

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:
Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all SteelMash, 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, Gunite,Seeding and Sand Blasting), Laborers on Chain Link Fence Erection. Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C:
All Rock or Drilling Machine Operators (Except Quarry Master and Similar Type), Acetylene Torch Operators, Asphalt Raker and Powderman.

GROUP # D:
Blasters, Form Setters(sidewalk), Stone or Granite Curb Setters.

WAGES per hour

	07/01/2007
Group # A	$ 22.49
Group # B	22.69
Group # C	22.89
Group # D	23.09

Additional 2.00 per hr. over base rate for work on a State or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

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 $1.50 per hour.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman $ 12.70

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

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

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 $ 12.70

1-190 h/h

Lineman Electrician 06/01/2008

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:

Includes Teledata Work within Ten feet of High Voltage Transmission Lines

	07/01/2007	05/05/2008	05/04/2009
Lineman/Tech./Welder	$ 40.09	$ 42.19	$ 44.30
Cable splicer	40.09	42.19	44.30
Digging Machine Operator	36.08	37.97	39.87
Tractor Trailer Driver	34.08	35.86	37.66
Groundman Truck Driver	32.07	33.75	35.44
Mechanic 1st Class	32.07	33.75	35.44
Flagman	24.05	25.31	26.58

Additional 1.00 per hr.for entire crew when a helicopter is used.

Above rates applicable on all overhead 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.

Lineman/Technician/Welder	$ 38.87	$ 40.98	$ 43.08
Digging Machine Operator	34.98	36.88	38.77
Tractor Trailer Driver	33.04	34.83	36.62
Groundman Truck Driver	31.10	32.78	34.46
Mech. 1st Class	31.10	32.78	34.46
Flagman	23.32	24.59	25.85
Certified WelderPipe Type Cable	40.81	43.03	45.23
Cable Splicer pipe type cable	42.76	45.08	47.39

Additional 1.00 per hour for entire crew when a helicopter job.

Above 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.

Lineman /Techician	$ 37.56	$ 39.67	$ 41.78
Welder/Cable Splicer	37.56	39.67	41.78
Digging Machine Operator	33.80	35.70	37.60
Tractor Trailer Driver	31.93	33.72	35.51
Groundman Truck Driver	30.05	31.74	33.42
Mechanic 1st Class	30.05	31.74	33.42
Flagman	22.54	23.80	25.07

Additional 1.00 per.hr.for entire crew when a helicopter is used.

Above 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.

Lineman/Technician	$ 37.56	$ 39.67	$ 41.78
Cable Splicer pipe type cable	41.32	43.64	45.96
Certified Welder pipe type	39.44	41.65	43.87
Digging Machine Operato	33.80	35.70	37.60
Tractor Trailer Driver	31.93	33.72	35.51
Mechanic 1st Class	30.05	31.74	33.42
Groundman Truck Driver	30.05	31.74	33.42
Flagman	22.54	23.80	25.07

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

Above rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work"

SUPPLEMENTAL BENEFITS
Per hour worked including holidays listed below:

The following SUPPLEMENTAL benefits apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.
$ 11.75
*plus
7% 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. Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Gov. 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.
$ 11.75
*plus
7% of hourly wage paid

*NOTE: The 7% is based on the hourly wage paid, straight time rate or premium rate.

6-1249a

Lineman Electrician - Teledata 06/01/2008

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.

	07/01/2007
Cable Splicer	$ 24.85
Installer/Repairman	23.60
Teledata Lineman	23.60
Technician/Equip oper	23.60
Groundman	12.51

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
*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 06/01/2008

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

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

WAGES
Per hour:

	07/01/2007	05/05/2008	05/04/2009
Certified Welder	$ 36.23	$ 38.20	$ 40.16
Lineman/Technician	34.50	36.38	38.25
Digging Mach	31.05	32.74	34.43
Tractor trailer driver	29.33	30.92	32.51
Groundman Truck Driver	27.60	29.10	30.60
Mechanic 1st Class	27.60	29.10	30.60
Flagman	20.70	21.83	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:

The following APPRENTICE Rates and the following SUPPLEMENTAL BENEFITS apply to all classifications.

$ 11.75
*plus
6.5% of hourly wage paid

NOTE: Additional $1.00 per hr. for entire crew when a helicopter is used.
*NOTE: The 6.5% is based on the hourly wage paid, straight time rate or premium rate.

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

NOTE* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED 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 Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Gov Election Day.

REGISTERED APPRENTICES

(1000) hour terms at the following percentage of Journey's wage.

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

6-1249a-LT

Lineman Electrician - Tree Trimmer 06/01/2008

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 overhead electrical, telephone and CATV lines.

	07/01/2007
Tree trimmer	$ 20.40
Equip Operator	18.00
Mechanic	18.00
Truck Driver	15.21
Ground person	12.49
Flag person	8.89

SUPPLEMENTAL BENEFITS

Per hour worked:

$ 5.35
*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, 10, 15, 16) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 10, 15, 16) on HOLIDAY PAGE

6-1249TT

Mason - Building 06/01/2008

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	07/01/2007	06/01/2008 Additional
Marble, Tile, Slate & Terrazzo		
Setter	$ 24.35	$ 1.75
Finisher	20.85	1.00

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman Setter	$ 14.00	$ 14.00
Journeyman Finisher	11.91	11.91

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

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

REGISTERED APPRENTICES
Wages per hour

Hour terms at the following percentage of Journeyman's wage

Setter:	
1st term 500 hours	60%
2nd term 1000 hours	80%
3rd term 500 hours	90%
Finisher:	
1st term 500 hours	70%
2nd term 1000 hours	80%
3rd term 500 hours	90%

Supplemental Benefits per hour worked

Setter:		
1st term	$ 8.20	$ 8.20
All others	14.00	14.00
Finishers:		
1st term	$ 7.81	$ 7.81
All others	11.91	11.91

1-2TS.1

Mason - Building 06/01/2008

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

	07/01/2007
Bricklayer	$ 25.49
Cement Mason(Bldg)	25.49
Plasterer/Fireproofing*	25.49
Pointer/Caulker/Cleaner	25.49
Stone Mason	25.49

*Fireproofing of Structural only.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 14.59

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

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

1st term	$ 8.44
All others	14.59

1-2b.1

Mason - Heavy&Highway 06/01/2008

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: All classifications except Cement Masons.

WAGES
Per hour

	07/01/2007
Mason & Bricklayer	$ 26.43

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 13.67

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

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

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

1st term	$ 8.12
All others	13.67

1-2hh.1

Millwright 06/01/2008

JOB DESCRIPTION Millwright **DISTRICT** 1

ENTIRE COUNTIES
Saratoga

WAGES
Per hour: 07/01/2007

Millwright	$ 25.30

Millwright Welder & Hazardous Waste Work	26.55

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman Millwright	$ 12.15

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:

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

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

Supplemental Benefits per hour worked:

Millwrights	
1st Year Term	$ 5.20
2nd Year Term	9.37
3rd Year Term	10.065
4th Year Term	10.76

1-370.Z.3

Operating Engineer - Building 06/01/2008

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 1

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

PARTIAL COUNTIES
Dutchess: Northern part of Dutchess (to the northern boundary line of City of Poughkeepsie, then due east to Route 115, then north along 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, and along Rt. 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).
Herkimer: East of a North/South line through the RailroadStation at Little Falls.

WAGES
Master Mechanic:

CLASS A1:
Crane, Hydraulic Cranes, Tower Crane, Locomotive Crane, Piledriver, Cableway, Derricks, Whirlies, Dragline, Boom truck over 5 ton.

CLASS A:
Maintenance Engineer, Self-Contained Crawler Drill, Hydraulic Rock drill,shovel, All Excavators including rubber tire & full swing. Backhoe(except tractor mtd. rubber tired), 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, Tractor road paver, Boom Trucks 5 ton & under.

CLASS B:
Backhoe(rubber tired backhoe/loader combination), Bulldozer, Push cat, Tractor, Traxcavator, Scraper, LeTourneau grader, Form fine Grader, Road Roller, Blacktop Roller, Blacktop Spreader, Power Brooms, Sweepers, Trenching Machine, Barber Greene loader, Side booms, Hydro hammer, Concrete spreader, Concrete finishing machine, One Drum Hoist, Power Hoisting(single drum), hoist-two drum or more, 3 Drum Eng., power hoisting (2 drum & over) 2 & 3 Drum & Swing Engine, Hod Hoist, A-L Frame Winchs, Core & Well Drillers(one drum), Post Hole Digger, CHB Vibro Tamp or Similar Mach. Batch Pin & Plant Oper., Dinky Locom., Skid Steer loader, Track excav. 5/8 cu yd or under.

CLASS C:
Forklift, High Lift, Lull, Oiler, Fireman and Heavy-duty Greaser, Boilers, Steam Generators, Vibrator, Mortar Mixer, Air Compressor, Dust Collector, Welding Machine, Well Point, Mechanical Heater, Generators, Temporary Light Plants, Concrete Pumps, Electric Submersible Pump 4" and over, Murphy type diesel generator, Conveyor, Elevators, Concrete Mixer and Belcrete power pack (Belcrete system), Seeding & Mulching Machines, Pumps and Pump Truck.

* 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

	07/01/2007
Master Mechanic	$ 32.30
Class # A1	31.19
Class # A	30.75
Class # B	29.84
Class # C	27.27

Cranes: over 150 ft add .50 per hr, Cranes: over 200 ft add 1.00 per hr, tower Cranes add .50 per hr over class A1 rate.

Additional $ 2.50 per hr. for hazardous or toxic waste work.
Additional $ 2.00 per hr over B rate for Nuclear Leader work.
Additional $ .40 per hr for tunnel or excavation of shaft 40' or more deep.

SUPPLEMENTAL BENEFITS
Per hour paid

Journeyman	$ 16.27

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

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

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

Supplemental Benefits per hour paid

All classes	$ 12.47

1-106b

Operating Engineer - Heavy&Highway 06/01/2008

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 1

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

PARTIAL COUNTIES
Dutchess: (*NOTE: This description is in effect up to 08/31/2006). *North of a West/East line through Dutchess County starting at the Northern Boundary of the City of Poughkeepsie.
(**NOTE: This change takes effect on 09/01/2006)**The part of Dutchess (defined by the northern boundary line of City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44, and along Rt. 44 east to route 343, then along route 343 east to the northern boundary of Town of Dover Plains, and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut,and bordered on the west by the middle of the Hudson River).
Herkimer: East of a North/South line through the RailroadStation at Little Falls.

WAGES
MASTER MECHANIC:

CLASS 1A:
Crane, Cherry Picker(over 5 ton capacity, Derricks (steel erection) Dragline, Overhead Crane (gantry or straddle), Piledriver, Boom Truck (Over 5 tons).

CLASS A:

Automated Concrete Spreader(CMI Type), Automatic Fine Grader, Backhoe(except tractor-mounted,rubber tired), Backhoe Excavator Full Swing (CAT 212 or similar), Belt Placer(CMI Type), Blacktop Plant (automated), Cableway,Caisson Auger, Central Mix Concrete Plant (automated), Concrete Pump(8" or over), Dredge, Dual Drum Paver, Excavator (all purpose-hydraulic Gradall or Similar), Profiler (over 105 H.P.), Front End Loader (4c.y.& over), Head Tower (Sauerman or equal), Hoist (two or three Drum), Mine Hoist, Holland Loader, Mucking Machine or Mole, Power Grader, Quad 9, Quarry Master (or equivalent),Scraper, Shovel, Side Boom, Slip Form Paver (If second man is needed, he shall be an Oiler), Tractor Drawn Belt Type Loader, Truck or Trailer Mounted Chipper(self-feeding), Tug & Operator (manned, rented equipment excluded) & Tunnel Shovel, Maintenance Engineer, Concrete Curb Machine, Self-Propelled Slip Form, Boom Truck 5 tons and under,Directional Drilling Machine,Back Filling Machine, Side Boom, Pavement Breaker (sp) Wertgen;PB-4 & similar type.

CLASS B:
Backhoe (Tractor-Mounted,Rubber Tired), Bituminous Spreader & Mixer, Blacktop Plant (non-automated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant(Non Automated), All Concrete Batching Plants, Cherry Picker (5 ton capacity & under), Compressors (4 or less exceeding 2000 cfm combined capacity), Concrete Paver over 16S, Concrete Pump(Under 8"), Bituminous Recycling machine Crawler Drill Self Contained, Crusher, Diesel Power Unit, Drill Rigs (Tractor Mounted), Front End Loader(under 4 c.y.), Hi-Pressure Boiler (15 lbs.& over), Hoist(One Drum), Kolman Plant Loader & similar type loaders(if employer requires another man, he shall be Oiler), L.C.M.Work Boat Operator, Locomotive, Greaseman/Lubrication Eng, Welder, Mixer(for stabilized base-self propelled), Monorail Machine,Plant Engineer, Profiler (105 H.P.or under), Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller(all above sub-grade), Sea Mule,Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Winch and Winch Cat, Hydro-Axe, Pug Mill, Skidder, Self-contained Ride-on Rock Drill, excluding Air-Track type drill.

CLASS C:
A Frame(Winch Hoist on)Truck, Ballast Regulator(ride on) Bituminous Heater Self-Propelled, Concrete Pavement Spreaders and Finishers, Conveyor, Drill (core), Drill (well), Farm Tractor with Accessories, Fine Grade Machine, Fork Lift, Grout Pump, Gunite Machine, Hammers(hydraulic-self propelled); Hydra-Spiker(ride-on); Hydro-Blaster(water),Power Sweeper, Post Hole Digger & Post Driver, Roller(grade & fill), Scarifier(ride-on), Span Saw(ride-on) Tamper(ride-on), All ride-on Tie Extractors, Tie Handlers, Tie Spacers, Tie Inserters & Track Liners, Tractor(with towed access.), Vibratory Compactor, Vibro Tamp, Well Point, Tire repair, Skid Steer Bobcat or similar loader, Aggregate Plant, Boiler (used with production), Cement and bin Operator, Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants, Heaters Concrete Paver or Mixer (165 & under), Concrete Saw (self propelled), Form Tamper, Fireman, Hydralic Pump (jacking system) Mulching Machine, Oiler, Parapet concrete or pavement grinder, Power Broom (towed), Power Heaterman, Revinius Widener, Shell Winder, Steam Cleaner, Tractor, Directional Drilling Machine Locator, Pump Truck.

* 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

	07/01/2007
Master Mechanic	$ 32.36
Class 1A	31.18
Class A	30.75
Class B	29.84
Class C	27.27

ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR SHIFT STARTING FROM 5:00 PM TO 1:00 AM THAT IS GOVERNMENTALLY MANDATED NIGHT WORK, SHALL BE PAID AN ADDITIONAL $2.00 PER HOUR.
$0.50 per hr additional for Crane with Boom length & gib 150ft. and over.
$1.00 " " " " " " " " " 200ft. " "
Additional $2.50 per hr. for hazardous or toxic waste work.

SUPPLEMENTAL BENEFITS
Per hour paid

Journeyman	$ 16.45

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

HOLIDAY

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

REGISTERED APPRENTICES
Wages 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 paid

All Terms $ 12.45

1-106h

Operating Engineer - Marine Construction 06/01/2008

JOB DESCRIPTION Operating Engineer - Marine Construction **DISTRICT** 4

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

WAGES
Per Hour:

DIPPER,CLAMSHELL DREDGES & HYDRAULIC DREDGES	07/01/2007-09/30/2007	10/01/2007-09/30/2008	10/01/2008
CLASS A			
Operator, Leverman, Lead Dredgeman	$ 31.59	$ 32.09	$ 32.89
CLASS B			
Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	$ 27.49	$27.94	$ 28.49
Certified Welder, Boat Operator(licensed)	$ 25.79	$ 26.29	$ 26.84
CLASS C			
Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	$ 25.04	$ 25.49	$ 26.14
Welder (please add)	$ 0.51	$ 0.06	
Boat Operator	$ 24.29	$ 24.79	$ 25.29
CLASS D			
Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	$ 20.34	$ 20.64	$ 21.09
Oiler(please add)	$ 0.09		

SUPPLEMENTAL BENEFITS
Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2007-09/30/2007	10/01/2007-09/30/2008	10/01/2008
All Classes A & B	$ 7.55 plus 7% of straight time wage	$ 7.80 plus 7% of straight time wage	$ 8.05 plus 7% of straight time wage
(overtime hours add)	$ 0.63	$ 0.63	$ 0.63
All Class C	$ 7.35 plus 7% of straight time wage	$ 7.50 plus 7% of straight time wage	$ 7.75 plus 7% of straight time wage
(overtime hours add)	$ 0.48	$ 0.48	$ 0.48

All Class D	$ 6.95 plus 7% of straight time wage	$ 7.20 plus 7% of straight time wage	$ 7.45 plus 7% of straight time wage
(overtime hours add)	$ 0.33	$ 0.23	$ 0.23

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

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

4-25a-MarConst

Operating Engineer - Survey Crew 06/01/2008

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

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

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

WAGES
Per hour:

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

	07/01/2007	06/01/2008
Survey Rates:		
Party Chief	$ 29.11	$ 29.82
Instrument/Rodperson	26.43	27.05

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	$ 15.45	$ 16.30

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

	1st	2nd	3rd
7/01/2007	15.86	18.51	21.15

Supplemental Benefits:
Per hour worked:

Apprentices	$ 15.45	16.30

6-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer 06/01/2008

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

ENTIRE COUNTIES

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

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

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. Instrumentman- One who runs the instrument and assists the Party Chief. Rodman- One who holds the rods and in general, assists the survey party.

	07/01/2007	06/01/2008
Survey Rates:		
Party Chief	$ 29.11	$ 29.82
Instrument/Rodperson	26.43	27.05

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:

	$ 15.45	$ 16.30

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 - Trenchless Pipe Rehab 06/01/2008

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab **DISTRICT** 4

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

WAGES
Per Hour:

	07/01/2007
DSET/DSSET Operator	$ 30.00
Robotic Unit Operator	30.00
DDCC Injection Operator	30.00
Technician/Equipment Operator	25.50
AM Liner/Hydra Seal Installer	25.50
Hobas Pipe, Polyethyene Pipe or Pull and Inflate Liner Inst.	25.50

SUPPLEMENTAL BENEFITS
Per Hour Worked

All Classifacations	$ 11.34

OVERTIME PAY
See (B, H) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
At One Year Terms
(Per Hour)

First Year	$ 16.00
Second Year	16.75
Third Year	17.25
Fourth Year	18.00

Supplemental Benifit
(Per Hour Worked)
All Terms $ 11.34

4-138TrchPReh

Painter 06/01/2008

JOB DESCRIPTION Painter **DISTRICT** 1

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

WAGES
Per hour

	07/01/2007
Brush,Roller,Spray	$ 23.24
Dry Wall Taper	23.24
Paper Hanger	23.24
Epoxy, Scaffold	23.24
Sandblasting	23.24
Lead Abatement	24.24
Structural Steel*	24.24

*Also includes 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 Elevated Tanks and Shell Tanks over 55 feet wall height will be performed at the Bridge rate.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman $ 6.12

OVERTIME PAY
See (B, H) on OVERTIME PAGE

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

REGISTERED APPRENTICES
Wages per hour

900 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 $ 6.12

1-466-Z1

Painter - Heavy&Highway 06/01/2008

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

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

WAGES

(Per Hour Worked)	07/01/2007	10/01/2007	10/01/2008
STEEL:			
" Bridge Painting	$ 43.00	$ 44.00	$ 45.25
" ** Power Tool/Spray	$ 49.00	$ 50.00	$ 51.25

NB: 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 paid)

Journeyman:	$ 26.23	$ 26.47

OVERTIME PAY
See (*A, **F, ***R) on OVERTIME PAGE
Note: When calculating overtime pay for the Power Tool/ Spray classification, add Six dollars to the hourly overtime rate calculated for the " bridge painting" classification.

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

REGISTERED APPRENTICES
(wage per hour Worked):

(1) year terms at the following percentage of Journeyman's wage.

Apprentices:	1st	2nd	3rd
07/01/2007	40%	60%	80%

Supplemental Benefits:
(1)year term at the following dollar amount:

Apprentices:	1st	2nd	3rd
07/01/2007	$ 21.47	$ 26.47	$ 26.47

9-DC-9/806/155-BrSS

Painter - Line Striping 06/01/2008

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):	07/01/2007	06/01/2008
Striping-Machine Operator*	$ 24.71	$ 25.53
Linerman Thermoplastic	$ 29.79	$ 30.79

Note: *Includes Traffic Control

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2007	06/01/2008
Journeyman:	$ 8.72 + 7% of wage	$ 9.97 + 7% of wage

OVERTIME PAY
See (B, E, P, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

9-8A/28A-LS

Painter - Metal Polisher 06/01/2008

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

	07/01/2007
Metal Polisher	$ 23.10*

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

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2007
Journeyman:	$ 11.02

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

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
55% of Basic Polisher Rate (*)

9-8A/28A-MP

Plumber 06/01/2008

JOB DESCRIPTION Plumber **DISTRICT** 1

ENTIRE COUNTIES
Clinton, Warren, Washington

PARTIAL COUNTIES
Saratoga: Entire county except the Townships of Stillwater, Halfmoon,Galway, Milton, Charlton and Clifton Park.

WAGES
Per hour

	07/01/2007	05/01/2008 Additional
Plumber & Steamfitter	$26.02	$2.00

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 15.20	$ 15.20

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

HOLIDAY
Paid: See (22) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour

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

1st yr 1st half 50%	1st yr 2nd half 55%
2nd yr 1st half 60%	2nd yr 2nd half 65%
3rd yr 1st half 70%	3rd yr 2nd half 75%
4th yr 80%	5th yr 90%

Supplemental Benefits per hour worked

1st yr 1st half	$ 11.27	$ 11.27
1st yr 2nd half	11.66	11.66
2nd yr 1st half	12.05	12.05
2nd yr 2nd half	12.44	12.44
3rd yr 1st half	12.84	12.84
3rd yr 2nd half	13.23	13.23
4th year	13.62	13.62
5th year	14.42	14.42

1-773-SF

Plumber 06/01/2008

JOB DESCRIPTION Plumber **DISTRICT** 1

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

PARTIAL COUNTIES
Hamilton: Only the Townships of Arietta, Benson, Hope, Indian Lake,Lake Pleasant, Morehouse and Wells.
Saratoga: Only the Townships of Charlton, Clifton Park, Galway,Halfmoon, Milton, Stillwater and Waterford.

WAGES
Per hour:

Plumber:	07/01/2007	05/01/2008	05/01/2009
Pipefitter, Steamfitter	$ 29.46	$ 30.31	$ 31.41

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 16.23	$ 17.45	$ 18.62

OVERTIME PAY
Overtime Pay See (B,E*,Q,) on OVERTIME PAGE.
*Double time after 8 hrs. on Saturday.

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

REGISTERED APPRENTICES
Wages per hour
One year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th
40 %	50 %	60 %	70 %	85 %

Supplemental Benefits per hour worked:

Apprentices	$ 16.23	$ 17.45	$ 18.62

1-7-SF

Roofer 06/01/2008

JOB DESCRIPTION Roofer **DISTRICT** 1

ENTIRE COUNTIES

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

WAGES
Per hour

	07/01/2007	06/01/2008 Additional	06/01/2009 Additional
Roofer/Waterproofer	$ 22.65	$ 1.50	$ 1.50
Pitch & Asbestos	23.65	1.50	1.50

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 10.12	$ 10.12	$ 10.12

OVERTIME PAY
See (B, E*Note, 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

REGISTERED APPRENTICES
Wages per hour

(1/2) year terms at the following per cent of the Roofer's rate.

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	$ 8.70	$ 8.70	$ 8.70
1st yr 2nd half	8.89	8.89	8.89
2nd yr 1st half	9.12	9.12	9.12
2nd yr 2nd half	9.32	9.32	9.32
3rd yr 1st half	9.55	9.55	9.55
3rd yr 2nd half	9.75	9.75	9.75

1-241

Sheetmetal Worker 06/01/2008

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

	07/01/2007	06/01/2008 Additional	06/01/2009 Additional
Sheetmetal Worker	$ 25.79	$ 2.10	$ 2.15

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 17.88	$ 17.88

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

REGISTERED APPRENTICES
Wages per hour

1st term	$ 12.40	Same Percentage
2nd term	13.23	of new
3rd term	14.06	Journeyman rate
4th term	14.61	
5th term	15.47	
6th term	16.76	
7th term	18.05	
8th term	19.34	
9th term	20.63	
10th term	21.92	

Supplemental Benefits per hour worked

1st term	$ 12.29
2nd term	12.50
3rd term	12.70
4th term	12.84
5th term	15.12
6th term	15.46
7th term	15.81
8th term	16.16
9th term	16.49
10th term	16.84

1-83

Sprinkler Fitter 06/01/2008

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

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

WAGES
Per hour

	07/01/2007
Sprinkler Fitter	$ 28.40

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 15.40

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

One Half Year terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
50%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st & 2nd terms	$ 6.51
3rd & 4th terms	10.65

All others 15.40

1-669

Teamster - Building 06/01/2008

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	07/01/2007	07/01/2008
Group # A	$ 22.92	$ 23.57
Group # B	23.22	23.87

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 10.71	$ 11.56

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

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

1-294

Teamster - Heavy&Highway 06/01/2008

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, Lake George, Lake Luzerne 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 Distribitor 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 07/01/2007

Group #1	$ 23.67
Group #	23.72
Group #3	23.77
Group #4	23.92
Group #5	24.07

Hazardous waste projects that require a Level C or greater protection shall
be paid an additional $ 1.50 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.

SUPPLEMENTAL BENEFITS
Per hour paid:

$ 12.25

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 06/01/2008

JOB DESCRIPTION Welder **DISTRICT** 1

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

WAGES
Per hour 07/01/2007

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

BUREAU OF PUBLIC WORK
STATE OFFICE BUILDING CAMPUS
ALBANY, NY 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION: REQUIRED BY ARTICLES 8 AND 9 OF THE LABOR LAW

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

THIS FORM MUST BE TYPED

SUBMITTED BY: (CHECK ONE)
☐ CONTRACTING AGENCY
☐ ARCHITECT OR ENGINEERING FIRM
☐ PUBLIC WORK DISTRICT OFFICE

DATE :

A. PUBLIC WORK CONTRACT TO BE LET BY: (Enter Data Pertaining to Contracting Agency)

1. Name and complete address (☐ check if new or change) :

Telephone: ( ) Fax: ( )
E-Mail:

2. NY State Units (see Item 5)

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

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

Telephone: ( ) Fax: ( )
E-Mail:

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

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

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy Highway/Sewer/Water)
☐ Tunnel
☐ Residential
☐ Landscape Maintenance
☐ Elevator maintenance
☐ Exterminators, Fumigators
☐ Guards, Watchmen
☐ Janitors, Porters, Cleaners
☐ Moving furniture and equipment
☐ Trash and refuse removal
☐ Window cleaners
☐ Other (Describe)

9. Name and Title of Requester

Signature

OFFICE USE ONLY

Locality Designations :

PW-39 (03 - 07)

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

DEPARTMENT OF LABOR - BUREAU OF PUBLIC WORK

Under Article 8 of the NYS Labor Law, when two final determinations have been rendered against a contractor, sub-contractor and/or its successor within any consecutive six-year period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements, or when one final determination involves falsification of payroll records or the kickback of wages and/or supplements, said contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work contract/sub-contract with the state, any municipal corporation or public body for a period of five years from the date of debarment.

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

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

Company Name	Address	City	State	Zip Code
385 Services LLC	2657 State Highway 28	Portlandville	NY	13834

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1466399	01/08/2009	DOL	Multiple willful violations

Company Name	Address	City	State	Zip Code
4-A General Construction Corp	131 47th Street	Brooklyn	NY	11232

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3161355	01/25/2012	AG	Plea Agreement with A.G.'s Office and Spiridon Anthoulis, Anastasia Anthoulis aka Stacey Gouzos as individuals

Company Name	Address	City	State	Zip Code
A & D Contracting Corp	15 Pine Aire Drive	Bay Shore	NY	11706

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3203983	08/01/2010	DOL	Falsification of payroll records. Also Tommaso Allocca as an individual

Company Name	Address	City	State	Zip Code
A A General Contractors Inc	1765 Mt Read Boulevard	Rochester	NY	14606

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1319254	10/18/2009	DOL	And W J Grinder Roofing as a substantially affiliated employer and Dominic Antonucci as an individual. Multiple willful violations

Company Name	Address	City	State	Zip Code
A&T General Construction Inc	3 Alan B Shepard Place	Yonkers	NY	10705

FEIN:	Barred Until	Fiscal Officer	Notes:
13-3927478	12/11/2011	DOL	And Nick Nitis as an individual - falsification of payroll records

Company Name	Address	City	State	Zip Code
ACC Construction Corp	6 East 32nd St - 7th Fl	New York	NY	10016

FEIN:	Barred Until	Fiscal Officer	Notes:
11-2688758	05/25/2011	NYC	Falsified records

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

Company Name	Address	City	State	Zip Code
Ace Drywall Systems Inc	194 Ashland Place	Brooklyn	NY	11217

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3095022	03/06/2013	NYC	And Kazimierz Konopski individually - falsified payroll records

Company Name	Address	City	State	Zip Code
Adam Deckman				

FEIN:	Barred Until	Fiscal Officer	Notes:
			dba Deckman Painting

Company Name	Address	City	State	Zip Code
ALJAA Construction Corporation	3755 Seneca Street	West Seneca	NY	14403

FEIN:	Barred Until	Fiscal Officer	Notes:
20-4695116	12/14/2010	DOL	And Anne M DiPizio individually - as a substantially affiliated entity and/or successor of Diamond "D" Construction

Company Name	Address	City	State	Zip Code
Allstate Concrete Cutting, Inc	635 Midland Avenue	Garfield	NJ	07026

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3223101	07/09/2012	DOL	And Robert O'Hanlon as an individual. Falsified payroll records

Company Name	Address	City	State	Zip Code
American Weathertite Inc	P O Box 208	Clifton	NJ	07110

FEIN:	Barred Until	Fiscal Officer	Notes:
65-0465918	03/28/2010	DOL	

Company Name	Address	City	State	Zip Code
Amodio Russo	14 Brayron Road	Carmel	NY	10512

FEIN:	Barred Until	Fiscal Officer	Notes:
	06/01/2010		As in individual and P&T Iron Works. Falsification of payroll records. Settlement Agreement with A.G.'s office

Company Name	Address	City	State	Zip Code
Anastasia Anthoulis	131 47th Street	Brooklyn	NY	11232

FEIN:	Barred Until	Fiscal Officer	Notes:
	01/25/2012	AG	aka Stacey Gouzos - as an individual - See 4-A General Construction Corp

Company Name	Address	City	State	Zip Code
Andres Alvarez	372 North Main Street	Lodi	NJ	07644

FEIN:	Barred Until	Fiscal Officer	Notes:
	12/24/2009		See Corinthian Construction Co Inc

Company Name	Address	City	State	Zip Code
Angelo Zaffuto	162 Atlantic Avenue	Lynbrook	NY	11563

FEIN:	Barred Until	Fiscal Officer	Notes:
	09/29/2008	AG	As an individual. See Zaffuto Construction Company Inc

Company Name	Address	City	State	Zip Code
Anne M DiPizio	217 Strasmer Road	Depew	NY	14043

FEIN:	Barred Until	Fiscal Officer	Notes:
	12/14/2010	DOL	Individually - See ALJAA

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

Company Name	Address	City	State	Zip Code
ANS Welding Corp	111 Dale Street	West Babylon	NY	11704

FEIN:	Barred Until	Fiscal Officer	Notes:
11-1867262	06/09/2009	DOL	Debarment period extended after additional willful violations

Company Name	Address	City	State	Zip Code
Anthos Contracting Corp	131 47th Street	Brooklyn	NY	11232

FEIN:	Barred Until	Fiscal Officer	Notes:
11-2967327	01/25/2012	AG	Plea Agreement with A.G.'s Office

Company Name	Address	City	State	Zip Code
Aragona Construction Corp	5755 Newhouse Road	East Amherst	NY	14051

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1552725	10/10/2012	DOL	And Rosario Carrubba individually - falsified payroll records

Company Name	Address	City	State	Zip Code
Aztec Plumbing & Heating Corp	153 Baywoods Lane	Bay Shore	NY	11706

FEIN:	Barred Until	Fiscal Officer	Notes:
11-6255761	03/19/2012	DA	And John Bias as an individual - plea agreement with Suffolk County D.A.

Company Name	Address	City	State	Zip Code
B & Z Development Inc	19 West Street	Spring Valley	NY	10977

FEIN:	Barred Until	Fiscal Officer	Notes:
13-3713559	02/22/2010	DOL	dba Ben-Zvy Enterprises Inc and Erez Ben-Zvy as an individual.

Company Name	Address	City	State	Zip Code
Ballagh General Contracting Inc	250 Kneeland Avenue	Yonkers	NY	10705

FEIN:	Barred Until	Fiscal Officer	Notes:
13-4157828	07/09/2012	DOL	And Bernadette and Thomas Gormally, individually. Falsified payroll records

Company Name	Address	City	State	Zip Code
Bat-Jac Construction Inc	62 Neulist Avenue	Port Washington	NY	11050

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3391498	07/17/2009	DOL	aka Bat-Jac Contracting Inc. a/k/a Bat-Jac Inc. and Kenneth Merz, president and one of its five largest shareholders and Steve Menzer, vice president and one of its five largest shareholders, as individuals. Falsified payrolls.

Company Name	Address	City	State	Zip Code
Bat-Jac Contracting Inc				

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3133524	07/17/2009		See Bat-Jac Construction Inc

Company Name	Address	City	State	Zip Code
Bat-Jac Inc				

FEIN:	Barred Until	Fiscal Officer	Notes:
	07/17/2009		See Bat-Jac Construction aka Bat-Jac Contracting

Company Name	Address	City	State	Zip Code
Ben-Zvy Enterprises Inc	19 West Street	Spring Valley	NY	10977

FEIN:	Barred Until	Fiscal Officer	Notes:
13-3713559	02/22/2010		See B & Z Development Inc.

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

Company Name	Address	City	State	Zip Code
Bernadette Gormally	250 Kneeland Avenue	Yonkers	NY	10705

FEIN:	Barred Until	Fiscal Officer	Notes:
	07/09/2012		As an individual. See Ballagh General Contracting

Company Name	Address	City	State	Zip Code
Best of Friends of Schenectady Constr Co	425 Hamilton Street	Schenectady	NY	12305

FEIN:	Barred Until	Fiscal Officer	Notes:
20-2105455	01/24/2011	DOL	

Company Name	Address	City	State	Zip Code
Boguslaw Bozek				

FEIN:	Barred Until	Fiscal Officer	Notes:
	05/14/2008		As an individual - see Goldhand Construction LLC

Company Name	Address	City	State	Zip Code
C J H Inc				

FEIN:	Barred Until	Fiscal Officer	Notes:
14-1830289	06/10/2010		See N F K Excavating and Construction Inc

Company Name	Address	City	State	Zip Code
Cali Brothers Inc	1223 Park Street	Peekskill	NY	10566

FEIN:	Barred Until	Fiscal Officer	Notes:
13-3259286	09/12/2012	DOL	And Joseph and Jeanette Calicchia individually - falsified payroll records

Company Name	Address	City	State	Zip Code
Cappry Contracting Management Corp	1081 Coney Island Avenue	Brooklyn	NY	11230

FEIN:	Barred Until	Fiscal Officer	Notes:
06-1174437	02/09/2011	NYC	Falsified payroll records

Company Name	Address	City	State	Zip Code
Carl Babb				

FEIN:	Barred Until	Fiscal Officer	Notes:
	07/21/2008		As an individual - See Olympic Window Installers Inc

Company Name	Address	City	State	Zip Code
Catenary Construction Corp	112 Hudson Avenue	Rochester	NY	14605

FEIN:	Barred Until	Fiscal Officer	Notes:
54-2129721	02/14/2011	DOL	Subsidiary of Lancet Arch Inc.

Company Name	Address	City	State	Zip Code
Charles J Pardee	261 Ball Road	Hastings	NY	13076

FEIN:	Barred Until	Fiscal Officer	Notes:
	03/16/2009	DOL	As an individual. See Dalton Steel Inc.

Company Name	Address	City	State	Zip Code
Charles Marangoudakis	25 Woodhill Lane	Manhasset	NY	11030

FEIN:	Barred Until	Fiscal Officer	Notes:
	08/16/2010	DOL	Individually and Marangos Construction Corp and Tropic Construction Corp. Multiple willful violations

Company Name	Address	City	State	Zip Code
Christina J Hoek				

FEIN:	Barred Until	Fiscal Officer	Notes:
	06/10/2010		See N F K Excavating and Construction Inc

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

Company Name	Address	City	State	Zip Code
Christopher Nicholson	91 Newman Place	Buffalo	NY	14210

FEIN:	Barred Until	Fiscal Officer	Notes:
	10/19/2011		See Commercial System Construction

Company Name	Address	City	State	Zip Code
Columbus General Construction Inc	914 Newkirk Avenue	Brooklyn	NY	11230

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3357344	12/16/2009	AG	And Mohammed A Rashid as an individual. Falsified business records. Plea agreement.

Company Name	Address	City	State	Zip Code
Commercial Steel Inc	65 Corporate Park Drive	Central Square	NY	13036

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1557064	03/16/2009	DOL	As a successor and/or substantially-owned affiliated entity with Dalton Steel Inc dba Pardee Construction - multiple willful violations

Company Name	Address	City	State	Zip Code
Commercial System Construction	91 Newman Place	Buffalo	NY	14210

FEIN:	Barred Until	Fiscal Officer	Notes:
90-0066866	10/19/2011	DOL	And Christopher Nicholson as an individual - falsification of payroll records

Company Name	Address	City	State	Zip Code
Corinthian Construction Co Inc	372 North Main Street	Lodi	NJ	07644

FEIN:	Barred Until	Fiscal Officer	Notes:
13-3750033	12/24/2009	AG	And Andres Alvarez as an individual. Plea agreement with A.G.'s Office

Company Name	Address	City	State	Zip Code
D J Floors Inc	9276 Via Cimato Drive	Clarence Center	NY	14032

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1506339	08/29/2012	DOL	And Donald Schwendler as an individual - falsified payroll records

Company Name	Address	City	State	Zip Code
Dalton Steel Inc	197 U S Route 11	Central Square	NY	13036

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1557064	03/12/2009	DOL	dba Pardee Construction and Shirley Pardee as an individual - multiple willful violations. Also Charles J Pardee as an individual.

Company Name	Address	City	State	Zip Code
Darby General Contracting Inc	565 Oak Street	Copiague	NY	11726

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3420817	08/04/2008	DOL	dba Darby Glass Co - multiple willful violations

Company Name	Address	City	State	Zip Code
Darby Glass Co				

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3081390	08/04/2008		See Darby General Contracting Inc

Company Name	Address	City	State	Zip Code
Deckman Painting	154 Pond View Parkway	Rochester	NY	14612

FEIN:	Barred Until	Fiscal Officer	Notes:
75-3173012	04/16/2012	DOL	Adam Deckman dba Deckman Painting. Falsification of payroll records

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

Company Name	Address	City	State	Zip Code
Dellapenna Brothers Inc	86 Olive Street	Johnson City	NY	13790

FEIN:	Barred Until	Fiscal Officer	Notes:
16-0964223	08/04/2008	DOL	multiple willfuls - debarment period extended after additional violations

Company Name	Address	City	State	Zip Code
Dennis Lounsbury Builders Inc	P O Box 220	Bulville	NY	10915

FEIN:	Barred Until	Fiscal Officer	Notes:
14-1538702	05/27/2009	DOL	aka Lounsbury Erectors Inc.

Company Name	Address	City	State	Zip Code
DePoalo and Son Building Contractors Inc	296 Morris Road	Schenectady	NY	12303

FEIN:	Barred Until	Fiscal Officer	Notes:
14-1507523	07/12/2009	DOL	Multiple willful violations

Company Name	Address	City	State	Zip Code
DG Pipeline Inc	312 Halseyville Road	Ithaca	NY	14850

FEIN:	Barred Until	Fiscal Officer	Notes:
74-2917157	09/06/2011	DOL	and Douglas S Griffen, President and one of the five largest shareholders - falsified payrolls

Company Name	Address	City	State	Zip Code
Diamond "D" Construction Corp	5270 Transit Road	Depew	NY	14043

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1103218	12/14/2010	DOL	And Joseph DiPizio individually and as its president. Falsification of payroll records

Company Name	Address	City	State	Zip Code
Diracon Commercial Contractors	310 Maple Avenue	New Hampton	NY	10958

FEIN:	Barred Until	Fiscal Officer	Notes:
08-1681415	05/18/2009	DOL	And Rebecca Gatto-Wood as an individual. Falsified payarolls.

Company Name	Address	City	State	Zip Code
DJH Mechanical Associates Ltd	155 Kingsbridge Road East	Mount Vernon	NY	10552

FEIN:	Barred Until	Fiscal Officer	Notes:
13-3373364	02/01/2011	DOL	Falsified records - plea agreement

Company Name	Address	City	State	Zip Code
Dominic Antonucci	1939 Town Line Road	Hilton	NY	14468

FEIN:	Barred Until	Fiscal Officer	Notes:
	10/18/2009	DOL	As an individual. See A A General Contractors Inc and W J Grinder Roofing Company.

Company Name	Address	City	State	Zip Code
Don Adams Roofing Inc	472 Commerce Street	Hawthorne	NY	10532

FEIN:	Barred Until	Fiscal Officer	Notes:
13-3455881	12/07/2010	DOL	Plead guilty to a felony

Company Name	Address	City	State	Zip Code
Donald Schwendler	9276 Via Cimato Drive	Clarence Center	NY	14032

FEIN:	Barred Until	Fiscal Officer	Notes:
	08/29/2012		As an individual. See D J Floors, Inc.

Company Name	Address	City	State	Zip Code
Douglas S Griffen	312 Halseyville Road	Ithaca	NY	14850

FEIN:	Barred Until	Fiscal Officer	Notes:
	09/06/2011		See DG Pipeline Inc

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

Company Name	Address	City	State	Zip Code
E Green Restoration & Roofing Inc	117 Hawley Street	Binghamton	NY	13901

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1561693	06/21/2009	DOL	

Company Name	Address	City	State	Zip Code
Eliyhu Benyamin	303 Ten Eyck Street	Brooklyn	NY	11206

FEIN:	Barred Until	Fiscal Officer	Notes:
	03/05/2010		As an individual. See W & B Mechanical Corp.

Company Name	Address	City	State	Zip Code
Elizabeth A. Carr	P O Box 82	Valatie	NY	12184

FEIN:	Barred Until	Fiscal Officer	Notes:
	10/14/2008		dba Everlasting Slate - as an individual

Company Name	Address	City	State	Zip Code
Emeis & Emeis General Contracting Corp	131 47th Street	Brooklyn	NY	11232

FEIN:	Barred Until	Fiscal Officer	Notes:
13-4103233	01/25/2012	AG	Plea Agreement with A.G.'s Office

Company Name	Address	City	State	Zip Code
Emes Heating & Plumbing Contr	5 Emes Lane	Monsey	NY	10952

FEIN:	Barred Until	Fiscal Officer	Notes:
13-2590780		DOL	And Julius and Gita Behrend, as individuals. Parties entered into a voluntary agreement to be permanently debarred

Company Name	Address	City	State	Zip Code
Enjem's Incorporated	111 South Main Street	Herkimer	NY	13350

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1038008	03/04/2009	DOL	And Francis Enjem as an individual. Falsification of records.

Company Name	Address	City	State	Zip Code
Enviroclean Services LLC	4245 Union Rd- Suite 210	Buffalo	NY	14225

FEIN:	Barred Until	Fiscal Officer	Notes:
26-0045677	09/07/2009	DOL	

Company Name	Address	City	State	Zip Code
Erez Ben-Zvy	19 West Street	Spring Valley	NY	10977

FEIN:	Barred Until	Fiscal Officer	Notes:
	02/22/2010		As an individual. See B & Z Development Inc

Company Name	Address	City	State	Zip Code
Euro Craft Restoration, Inc.	41-12 Ditmars Blvd	Long Island City	NY	11105

FEIN:	Barred Until	Fiscal Officer	Notes:
13-3769924	10/14/2008	DOL	And Savvas A. Savva (as an individual) Falsification of records and kickback of wages. Plea agreement with A.G.'s Office

Company Name	Address	City	State	Zip Code
Everlasting Slate	P O Box 82	Valatie	NY	12184

FEIN:	Barred Until	Fiscal Officer	Notes:
22-3397381	10/14/2008	DOL	And Elizabeth A. Carr and Sean Campion as individuals. Falsification of records

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

Company Name	Address	City	State	Zip Code
Florence XVI Century Marble Inc	120 Glen Head Road	Glen Head	NY	11545

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3262505	08/03/2010		Falsification of payroll records - plea agreement

Company Name	Address	City	State	Zip Code
Flower City Asbestos Inc	850 St Paul Street	Rochester	NY	14605

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1292474	08/18/2009	DOL	Multiple willful violations

Company Name	Address	City	State	Zip Code
Flower City Insulation Sales & Contractors	137 Yorkton Street	Webster	NY	14580

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1157832	08/03/2009	DOL	Multiple willful violations

Company Name	Address	City	State	Zip Code
Ford Construction Inc	18-18 26th Street	Astoria	NY	11102

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3167975	07/18/2010	DOL	And Mohammed Ali Alvi and Mohammed Ali Alvi T/A Ford Masonry - falsification of records

Company Name	Address	City	State	Zip Code
Ford Masonry	18-18 26th Street	Astoria	NY	11102

FEIN:	Barred Until	Fiscal Officer	Notes:
	07/18/2010	DOL	And Mohammed Ali Alvi individually and Ford Construction Inc. Falsification of payroll records

Company Name	Address	City	State	Zip Code
Foundation Construction Consultants Inc	294 20th Street	Brooklyn	NY	11215

FEIN:	Barred Until	Fiscal Officer	Notes:
11-2761496	05/20/2008	NYC	Multiple willfuls and falsification of payroll records

Company Name	Address	City	State	Zip Code
Francis Enjem	111 South Main Street	Herkimer	NY	13350

FEIN:	Barred Until	Fiscal Officer	Notes:
	03/04/2009		As an individual. See Enjem's Incorporated.

Company Name	Address	City	State	Zip Code
Franco Paints Inc	159 92nd Street	Brooklyn	NY	11209

FEIN:	Barred Until	Fiscal Officer	Notes:
	08/07/2008	NYC	And Mida Painting Ltd, Nicholas Kallergis and Stamatia Kallergis, as individuals. Assurance of Discontinuance/Settlement Agreement

Company Name	Address	City	State	Zip Code
Frank J Tucek & Son Inc	92 North Route 9W	Congers	NY	10920

FEIN:	Barred Until	Fiscal Officer	Notes:
13-3300128	01/29/2012	DOL	

Company Name	Address	City	State	Zip Code
Frank Lobene Jr	13 Cheviot Lane	Rochester	NY	14624

FEIN:	Barred Until	Fiscal Officer	Notes:
	10/18/2010		As an individual - See Lobene Painting Inc.

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

Company Name	Address	City	State	Zip Code
G A Falcone Construction Inc	253 Commonwealth Avenue	Buffalo	NY	14216

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1609832	08/07/2012	DOL	Multiple willful violations

Company Name	Address	City	State	Zip Code
GBA Contracting Corp	4015 21st Avenue	Astoria	NY	11105

FEIN:	Barred Until	Fiscal Officer	Notes:
14-1777088	01/11/2013	DOL	And Griogorios Bellos individually - falsified payroll records

Company Name	Address	City	State	Zip Code
George Begakis				

FEIN:	Barred Until	Fiscal Officer	Notes:
	10/04/2011		As an individual - see Aegean General Contracting Inc - Debarment period has been extended for George Begakis as per A.G.'s Plea Agreement

Company Name	Address	City	State	Zip Code
George Bush	19 Hoffman Drive	Latham	NY	12118

FEIN:	Barred Until	Fiscal Officer	Notes:
	01/14/2009	DOL	Falsification of payroll records

Company Name	Address	City	State	Zip Code
George Lucey,Manual Tobio(see note)	150 Kings Street	Brooklyn	NY	11231

FEIN:	Barred Until	Fiscal Officer	Notes:
		NYC	Manuel P Tobio and Lake Constr and Development Corp (individually and as a whole) grand larceny, falsified records, debarred permanently

Company Name	Address	City	State	Zip Code
Gerasimo Andrianis	22-15 47th Street	Astoria	NY	11105

FEIN:	Barred Until	Fiscal Officer	Notes:
	08/03/2011	AG	As an individual. See Rainbow Renovations Inc

Company Name	Address	City	State	Zip Code
Goldhand Construction LLC	116 East Saddle River Rd	Saddle River	NJ	07458

FEIN:	Barred Until	Fiscal Officer	Notes:
22-3765123	05/14/2008	DOL	Falsified payroll records

Company Name	Address	City	State	Zip Code
Greg Suraci	364 Bleaker Road	Rochester	NY	14609

FEIN:	Barred Until	Fiscal Officer	Notes:
	10/25/2012		As an individual - see Suraci Enterprises

Company Name	Address	City	State	Zip Code
Gregory Kloepfer	248 Lein Road	West Seneca	NY	14224

FEIN:	Barred Until	Fiscal Officer	Notes:
	10/06/2009	DOL	As an individual. See Kloepfer's Floor Covering

Company Name	Address	City	State	Zip Code
Griogorios Bellos	4015 21st Avenue	Astoria	NY	11105

FEIN:	Barred Until	Fiscal Officer	Notes:
	01/11/2013		Individually as president of GBA Contracting Corp

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

Company Name	Address	City	State	Zip Code
Haleem Zihenni	3 Alan B Shepard Place	Yonkers	NY	10705

FEIN:	Barred Until	Fiscal Officer	Notes:
	12/11/2011	DOL	As an individual see Omni Contracting Company Inc

Company Name	Address	City	State	Zip Code
Hamax Construction Corporation	540 Commerce St - Ste 6	Thornwood	NY	10594

FEIN:	Barred Until	Fiscal Officer	Notes:
06-1482076	09/11/2008	DOL	Also Thomas Hanlon and William Valentine as individuals. Multiple willfuls and falsification of records. Debarment period extended after other willful violations

Company Name	Address	City	State	Zip Code
Harrison Jarvis	132 W 129th St-Ste 4W	New York	NY	10027

FEIN:	Barred Until	Fiscal Officer	Notes:
	08/12/2009	AG	As an individual and Two By Four Carpentry and Construction Inc. Plea agreement with A.G.'s Office.

Company Name	Address	City	State	Zip Code
Howard K Enterprise Inc	219-02 Northern Boulevard	Flushing	NY	11361

FEIN:	Barred Until	Fiscal Officer	Notes:
22-3791841	04/14/2010	AG	And Howard Kim a/k/a un Hak Kim as an individual - Plea agreement. Additional addresses: 703 Atlantic Avenue, Rochester, NY 14609 and 121 Hemingway Drive, Rochester, NY 14620

Company Name	Address	City	State	Zip Code
Howard Kim	75 West Edsall Boulevard	Palisades Park	NJ	

FEIN:	Barred Until	Fiscal Officer	Notes:
	04/14/2010	AG	a/k/a un Hak Kim, as an individual. See Howard K Enterprise Inc

Company Name	Address	City	State	Zip Code
IES Environmental Inc	1655 Elmwood Avenue	Cranston	RI	02910

FEIN:	Barred Until	Fiscal Officer	Notes:
	10/05/2009	DOL	And International Environmental Services Inc and James J Ney Jr as an individual. Falsification of payroll records

Company Name	Address	City	State	Zip Code
In-Tech Construction Inc	8346 Brewerton Road	Cicero	NY	13039

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1478898	07/06/2012	DOL	And Russell Tupper as an individual. Falsified payroll records

Company Name	Address	City	State	Zip Code
Integrity Construction & Consulting Servs	7615 Myrtle Avenue	Glendale	NY	11385

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3147728	02/15/2012	NYC	Falsification of payroll records

Company Name	Address	City	State	Zip Code
International Environmental Resources				

FEIN:	Barred Until	Fiscal Officer	Notes:
05-0448266	08/09/2007		See International Environmental Services Inc

Company Name	Address	City	State	Zip Code
International Environmental Services Inc	2 Stafford Court	Cranston	RI	02920

FEIN:	Barred Until	Fiscal Officer	Notes:
05-0448266	10/05/2009	DOL	dba International Environmental Resources - Falsified payrolls - Debarment period extended after additional violation. Also IES Environmental Inc and James J Ney Jr as an individual

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

Company Name	Address	City	State	Zip Code
J B C Contracting Co Inc	346 Prospect Ave - 1st Fl	Brooklyn	NY	11215

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3550663	03/23/2010	AG	And/or 509 McDonald Avenue, Brooklyn NY 11218. And Mohammed H Kabir as an individual and J B C Contracting Company. Settlement agreement with A.G.'s Office

Company Name	Address	City	State	Zip Code
J B C Contracting Company	346 Prospect Ave - 1st Fl	Brooklyn	NY	11215

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3330280	03/23/2010	AG	And/or 509 McDonald Avenue, Brooklyn NY 11218. And Mohammed H Kabir as an individual and JBC Contracting Co Inc. Settlement Agreement with A.G's Office

Company Name	Address	City	State	Zip Code
J Barr Construction Corp	119-51 Metropolitan Ave	Jamaica	NY	11415

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3344003	12/14/2009	DOL	And Steve J Nictas as an individual. Multiple willful violations

Company Name	Address	City	State	Zip Code
J C McCashion Construction Inc	84 Fredericks Avenue	Albany	NY	12205

FEIN:	Barred Until	Fiscal Officer	Notes:
14-1767357	04/13/2011	DOL	Multiple willful violations

Company Name	Address	City	State	Zip Code
J T Painting Corp	P O Box 337	Burlingham	NY	12722

FEIN:	Barred Until	Fiscal Officer	Notes:
06-1260246	02/26/2009	DOL	Falsification of records

Company Name	Address	City	State	Zip Code
James Avallone				

FEIN:	Barred Until	Fiscal Officer	Notes:
	08/07/2008		As an individual - see James Avallone Tile & Marble - debarment period extended

Company Name	Address	City	State	Zip Code
James Avallone Tile & Marble	217 Christie Street	Ridgefield Park	NJ	07660

FEIN:	Barred Until	Fiscal Officer	Notes:
07-5336752	08/07/2008	DOL	Multiple willful violations - debarment period extended

Company Name	Address	City	State	Zip Code
James J Ney Jr	1655 Elmwood Avenue	Cranston	RI	02910

FEIN:	Barred Until	Fiscal Officer	Notes:
	10/05/2009	DOL	As an individual. See International Environmental Services Inc and IES Environmental Inc

Company Name	Address	City	State	Zip Code
Jans General Construction Corp	131 47th Street	Brooklyn	NY	11232

FEIN:	Barred Until	Fiscal Officer	Notes:
13-4201562	01/25/2012	AG	Plea Agreement with A.G.'s Office

Company Name	Address	City	State	Zip Code
Jason Asbury	22562 Sea Bass Drive	Boca Raton	FL	33428

FEIN:	Barred Until	Fiscal Officer	Notes:
	10/10/2012		As an individual - see Seabury Enterprises LLC

Company Name	Address	City	State	Zip Code
Jay Meyer	239 Marsh Drive	DeWitt	NY	13214

FEIN:	Barred Until	Fiscal Officer	Notes:
	02/20/2012		As an individual - see Sky Communications, Inc

Company Name	Address	City	State	Zip Code
Jeanette Calicchia	1223 Park Street	Peekskill	NY	10566

FEIN:	Barred Until	Fiscal Officer	Notes:
	09/12/2012	DOL	As an individual - see Cali Brothers Inc

Company Name	Address	City	State	Zip Code
John Bias	153 Baywoods Lane	Bay Shore	NY	11706

FEIN:	Barred Until	Fiscal Officer	Notes:
	03/19/2012		As an individual. See Aztec Plumbing & Heating Corp

Company Name	Address	City	State	Zip Code
John Bradford	6614 Furnace Road	Ontario	NY	14519

FEIN:	Barred Until	Fiscal Officer	Notes:
	12/22/2009		As an individual. See Rusmar Environmental Services Corp.

Company Name	Address	City	State	Zip Code
John O'Shea	4350 Bullard Avenue	Bronx	NY	10466

FEIN:	Barred Until	Fiscal Officer	Notes:
	01/28/2013	NYC	Individually - See Start Elevator Inc, Start Elevator Repair Inc, Start Elevator Maintenance and Start Elevator Construction Inc

Company Name	Address	City	State	Zip Code
Joseph Calicchia	1223 Park Street	Peekskill	NY	10566

FEIN:	Barred Until	Fiscal Officer	Notes:
	09/12/2012	DOL	As an individual - see Cali Brothers Inc

Company Name	Address	City	State	Zip Code
Joseph DiPizio	5270 Transit Road	Depew	NY	14043

FEIN:	Barred Until	Fiscal Officer	Notes:
	12/14/2010		As an individual. See Diamond "D" Construction Corp

Company Name	Address	City	State	Zip Code
Joseph Zaffuto	162 Atlantic Avenue	Lynbrook	NY	11563

FEIN:	Barred Until	Fiscal Officer	Notes:
	09/29/2008	AG	As an individual. See Zaffuto Construction Company Inc

Company Name	Address	City	State	Zip Code
JRC Aris Electric Contractors				

FEIN:	Barred Until	Fiscal Officer	Notes:
	09/13/2009		See JRC Electric Control Service Inc

Company Name	Address	City	State	Zip Code
JRC Electric Control Service Inc	516 East 51st Street	Brooklyn	NY	11236

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3199418	09/13/2009	NYC	a/k/a JRC Aris Electric Contractors - multiple willful violations

Company Name	Address	City	State	Zip Code
Julius and Gita Behrend	5 Emes Lane	Monsey	NY	10952

FEIN:	Barred Until	Fiscal Officer	Notes:
			See Emes Heating & Plumbing Contractor, Inc

Company Name	Address	City	State	Zip Code
Junkyard Construction Corp	2068 Anthony Avenue	Bronx	NY	10457

FEIN:	Barred Until	Fiscal Officer	Notes:
13-3789422	12/26/2012	DOL	And Zepheniah Davis individually - falsification of payroll records

Company Name	Address	City	State	Zip Code
K M Martell Construction Inc	57 Cross Road	Middletown	NY	10940

FEIN:	Barred Until	Fiscal Officer	Notes:
14-1723810	06/25/2012	DOL	And Kevin Martell as an individual - falsified records

Company Name	Address	City	State	Zip Code
K M R Enterprises Inc	10 Stuffle Street	Cropseyville	NY	12052

FEIN:	Barred Until	Fiscal Officer	Notes:
14-1749993	12/20/2011	DOL	Debarment period extended after another willful violation

Company Name	Address	City	State	Zip Code
Kazimierz Konoskki	194 Ashland Place	Brooklyn	NY	11217

FEIN:	Barred Until	Fiscal Officer	Notes:
	03/06/2013	NYC	Individually as chief executive - see Ace Drywall System Inc

Company Name	Address	City	State	Zip Code
Kefcal Construction Inc	131 47th Street	Brooklyn	NY	11232

FEIN:	Barred Until	Fiscal Officer	Notes:
	01/25/2012	AG	Plea Agreement with A.G.'s Office

Company Name	Address	City	State	Zip Code
Kelly's Sheet Metal Inc	1426 Atlantic Avenue	Brooklyn	NY	11216

FEIN:	Barred Until	Fiscal Officer	Notes:
11-2604923	12/28/2012	NYC	Falsification of payroll records

Company Name	Address	City	State	Zip Code
Kenneth Merz	62 Neulist Avenue	Port Washington	NY	11050

FEIN:	Barred Until	Fiscal Officer	Notes:
	07/17/2009		As an individual. See Bat-Jac Construction

Company Name	Address	City	State	Zip Code
Kenneth W Griffin	101 Lill Street	Rochester	NY	14621

FEIN:	Barred Until	Fiscal Officer	Notes:
	05/01/2011		As an individual - see Lightning Fast Labor Force Services Inc

Company Name	Address	City	State	Zip Code
Kevin Martell				

FEIN:	Barred Until	Fiscal Officer	Notes:
	06/25/2012		As an individual - see K M Martell Construction Inc

Company Name	Address	City	State	Zip Code
Keystone Construction Corp	9945 Fort Hamilton Pkwy	Brooklyn	NY	11209

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1402500	08/20/2008	DOL	And Nicholas Margaritis as an individual

Company Name	Address	City	State	Zip Code
King Machine	11365 Center Road	Sheridan	NY	14135

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1293494	04/04/2010	DOL	See Robert Metzgar

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

Company Name	Address	City	State	Zip Code
Kloepfer's Floor Covering	248 Lein Road	West Seneca	NY	14224

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1234359	10/06/2009	DOL	And Gregory Kloepfer as an individual. Multiple willful violations

Company Name	Address	City	State	Zip Code
Kosmar Contracting Corp	131 47th Street	Brooklyn	NY	11232

FEIN:	Barred Until	Fiscal Officer	Notes:
13-4103318	01/25/2012	AG	Plea Agreement with A.G.'s Office

Company Name	Address	City	State	Zip Code
Kris Clarkson	2484 Caton Road	Corning	NY	14830

FEIN:	Barred Until	Fiscal Officer	Notes:
	06/20/2012		As an individual. See R & H Commercial Flooring Inc

Company Name	Address	City	State	Zip Code
K-Star Construction Corp	42 48 161st Street	Flushing	NY	11358

FEIN:	Barred Until	Fiscal Officer	Notes:
01-0778648	12/11/2011	DOL	Multiple willful violations

Company Name	Address	City	State	Zip Code
L & T Plumbing Corp	367 Veterans Memorial Hwy	Commack	NY	11725

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3223496	01/11/2010	DOL	And Robert DeMonte as an individual.

Company Name	Address	City	State	Zip Code
Labar Enterprises of Rochester Inc	2121 Empire Boulevard	Webster	NY	14580

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1605462	04/18/2010	DOL	dba Labar Excavating Inc. Multiple willful violations

Company Name	Address	City	State	Zip Code
Labar Excavating Inc				

FEIN:	Barred Until	Fiscal Officer	Notes:
	04/18/2010		See Labar Enterprises of Rochester Inc.

Company Name	Address	City	State	Zip Code
Lake Construction and Development Corp				

FEIN:	Barred Until	Fiscal Officer	Notes:
11-2678816			See George Lucey -debarred permanently

Company Name	Address	City	State	Zip Code
Lancet Arch Inc	112 Hudson Avenue	Rochester	NY	14605

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1259628	02/14/2011	DOL	Multiple willful violations - and its subsidiary Catenary Construction Corp

Company Name	Address	City	State	Zip Code
Liberty Painting Company Inc	183 Lorfield Drive	Snyder	NY	14226

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1480256	12/08/2010	DOL	Miltiple willful violations

Company Name	Address	City	State	Zip Code
Lightning Fast Labor Force Services Inc	150 North Chestnut Street	Rochester	NY	14604

FEIN:	Barred Until	Fiscal Officer	Notes:
20-0386651	05/01/2011	DOL	And Winston J Goins Sr. and Kenneth W Griffin individually. Falsification of records

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

Company Name	Address	City	State	Zip Code
Linda Williams c/o MJAB Construction Inc	183 Washington Avenue	New Rochelle	NY	10801

FEIN:	Barred Until	Fiscal Officer	Notes:
	04/22/2009	DOL	As an individual. See MJAB Construction Inc

Company Name	Address	City	State	Zip Code
Lobene Painting Inc	13 Cheviot Lane	Rochester	NY	14624

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1514981	10/18/2010	DOL	And Frank Lobene Jr and Matthew Lobene as individuals - falsification of payroll records

Company Name	Address	City	State	Zip Code
Look Under the Carpet Services Inc	P O Box 686	Buffalo	NY	14290

FEIN:	Barred Until	Fiscal Officer	Notes:
01-0664654	12/15/2010	A.G	Plea Agreement with A.G.'s Office - principal place of business: 1557 Jefferson Avenue, Buffalo, NY 14208

Company Name	Address	City	State	Zip Code
Lorenzo DeVardo	1850 Steinway Street	Long Island City	NY	11105

FEIN:	Barred Until	Fiscal Officer	Notes:
	01/08/2009	DOL	As an individual. See Vardo Construction Corp

Company Name	Address	City	State	Zip Code
Lounsbury Erectors Inc				

FEIN:	Barred Until	Fiscal Officer	Notes:
	05/27/2009		See Dennis Lounsbury Builders Inc

Company Name	Address	City	State	Zip Code
LPD Contracting Inc	1205 McBride Avenue	West Patterson	NJ	07424

FEIN:	Barred Until	Fiscal Officer	Notes:
22-3775953	08/27/2012	DOL	Falsification of payroll records

Company Name	Address	City	State	Zip Code
LTS Construction	24 Miller Street	Rochester	NY	

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1463105	06/30/2009		See Thomas L. Smalls

Company Name	Address	City	State	Zip Code
M & S Pipeline Excavation Company Inc	784 Conklin Road	Binghamton	NY	13903

FEIN:	Barred Until	Fiscal Officer	Notes:
16-0926714	05/06/2009	DOL	Multiple willful violations

Company Name	Address	City	State	Zip Code
M & S Striping Inc	73 Industrial Park Blvd	Elmira	NY	14901

FEIN:	Barred Until	Fiscal Officer	Notes:
13-3759875	09/10/2012	DOL	Multiple willful violations

Company Name	Address	City	State	Zip Code
M K Painting Inc	4157 Seventh Street	Wyandott	MI	48192

FEIN:	Barred Until	Fiscal Officer	Notes:
38-3379688	05/14/2012	DOL	Falsified payroll records

Company Name	Address	City	State	Zip Code
Manns Contracting Corp	131 47th Street	Brooklyn	NY	11232

FEIN:	Barred Until	Fiscal Officer	Notes:
	01/25/2012	AG	Plea Agreement with A.G.'s Office

Company Name	Address	City	State	Zip Code
Manuel P. Tobio				

FEIN:	Barred Until	Fiscal Officer	Notes:
			See George Lucey - debarred permanently

Company Name	Address	City	State	Zip Code
Manuel Tobio				

FEIN:	Barred Until	Fiscal Officer	Notes:
			See George Lucey - debarred permanently

Company Name	Address	City	State	Zip Code
Marangos Construction Corp	59-45 56th Avenue	Maspeth	NY	11378

FEIN:	Barred Until	Fiscal Officer	Notes:
11-2554543	08/16/2010	DOL	And Charles Marangoudakis individually and Tropic Construction Corp. Multiple willful violations.

Company Name	Address	City	State	Zip Code
Mary Newsom	1537 Union Street	Schenectady	NY	12309

FEIN:	Barred Until	Fiscal Officer	Notes:
	05/24/2009	DOL	As an individual. See Pachyderm Enterprises, Inc

Company Name	Address	City	State	Zip Code
Mas-Ann Mechanical Inc	35 Regency Oaks Blvd	Rochester	NY	14624

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1357694	01/04/2010	DOL	Debarment period extended after additional willful violations

Company Name	Address	City	State	Zip Code
Masciarelli Construction Co	784 Conklin Road	Binghamton	NY	13903

FEIN:	Barred Until	Fiscal Officer	Notes:
16-0902053	05/06/2009	DOL	Multiple willful violations

Company Name	Address	City	State	Zip Code
Matthew Lobene	13 Cheviot Lane	Rochester	NY	14624

FEIN:	Barred Until	Fiscal Officer	Notes:
	10/18/2010		As an individual - See Lobene Painting Inc

Company Name	Address	City	State	Zip Code
MCS Painting Contractors Inc	Lime Kiln Court	Stony Point	NY	10980

FEIN:	Barred Until	Fiscal Officer	Notes:
	01/25/2011	DOL	False records - also Michael Salerno as its President

Company Name	Address	City	State	Zip Code
Merit Fence Co Inc	130 Old Route 6	Carmel	NY	10512

FEIN:	Barred Until	Fiscal Officer	Notes:
06-1350241	02/02/2012	DOL	Multiple willful violations - debarment period extended afte rother willful violations

Company Name	Address	City	State	Zip Code
MGC Restoration Services Inc	64-58 218th Street	Bayside	NY	11364

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3031515	01/01/2010	AG	And Michael Capous individually. Plea agreement

Company Name	Address	City	State	Zip Code
Michael Capous	64-58 218th Street	Bayside	NY	11364

FEIN:	Barred Until	Fiscal Officer	Notes:
	01/01/2010	AG	As an individual. Se MGC Restoration Services Inc.

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

Company Name	Address	City	State	Zip Code
Michael L Krivitza				

FEIN:	Barred Until	Fiscal Officer	Notes:
	05/14/2012		As an individual - see Northeast Technologies

Company Name	Address	City	State	Zip Code
Michael Salerno	Lime Kiln Court	Stony Point	NY	10980

FEIN:	Barred Until	Fiscal Officer	Notes:
	01/25/2009	DOL	Individually as president of MCS Painting Contractors - false records

Company Name	Address	City	State	Zip Code
Michael Taylor	66 Rybka Road	Stuyvesant Falls	NY	12174

FEIN:	Barred Until	Fiscal Officer	Notes:
	03/02/2012	DOL	As an individual - see Supreme Sports Surfaces Inc., R & T Supreme Sports Flooring, LLC, and Northeastern Supreme Floor Co., Inc.

Company Name	Address	City	State	Zip Code
Mida Painting Ltd	159 92nd Street	Brooklyn	NY	11209

FEIN:	Barred Until	Fiscal Officer	Notes:
	08/07/2008	NYC	and Franco Paints, Inc. and Nicholas Kallergis and Stamatia Kallergis, as individuals. Assurance of Discontinuance/Settlement Agreement

Company Name	Address	City	State	Zip Code
MJAB Construction Inc	183 Washington Avenue	New Rochelle	NY	10801

FEIN:	Barred Until	Fiscal Officer	Notes:
58-2620937	04/22/2009	DOL	And Linda Williams as an individual. Falsification of payroll records

Company Name	Address	City	State	Zip Code
Modern Tech Design & Services Inc	9151 Southwestern Blvd	Angola	NY	14006

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1464435	01/19/2011	DOL	Multiple willful violations

Company Name	Address	City	State	Zip Code
Mohammed A Rashid	914 Newkirk Avenue	Brooklyn	NY	11230

FEIN:	Barred Until	Fiscal Officer	Notes:
	12/16/2009		As an individual. See Columbus General Construction Inc

Company Name	Address	City	State	Zip Code
Mohammed Ali Alvi	22-41 26th Street - Apt 2	Astoria	NY	11102

FEIN:	Barred Until	Fiscal Officer	Notes:
	07/18/2010	DOL	Individually and Mohammed Ali Alvi T/A Ford Masonry and Ford Construction Inc. Falsification of payroll records

Company Name	Address	City	State	Zip Code
Mohammed H Kabir	200 East 77th Street	Brooklyn	NY	11218

FEIN:	Barred Until	Fiscal Officer	Notes:
	03/23/2010	AG	As an individual. See J B C Contracting Co Inc and J B C Contracting Company - Settlement Agreement with A.G.'s Office

Company Name	Address	City	State	Zip Code
Muir Contractors Associates Inc	75 Argyle Ave - Suite 2B	Uniondale	NY	11553

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3586616	08/18/2010	DOL	Falsification of payroll records

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

Company Name	Address	City	State	Zip Code
N F K Enterprises				

FEIN:	Barred Until	Fiscal Officer	Notes:
	06/10/2010		See N F K Excavating and Construction Inc

Company Name	Address	City	State	Zip Code
N F K Excavating and Construction Inc	22 Black Hawk Road	Pine Bush	NY	12566

FEIN:	Barred Until	Fiscal Officer	Notes:
14-1803310	06/10/2010	DOL	And N F K Landscaping Supply Corp and N F K Enterprises Inc and CJH Inc and Roger A Hoek Jr and Christina J Hoek as individuals. Falsification of payroll records

Company Name	Address	City	State	Zip Code
N F K Landscaping Supply Corp				

FEIN:	Barred Until	Fiscal Officer	Notes:
14-1817371	06/10/2010		See N F K Excavating and Construction Inc

Company Name	Address	City	State	Zip Code
Neuss Construction Inc	1191 Route 9W - Suite #C6	Marlboro	NY	12542

FEIN:	Barred Until	Fiscal Officer	Notes:
14-1782213	09/06/2011	DOL	And Rudolph Neuss as an individual, as chief executive and one of the five largest shareholders of Neuss Construction Inc- falsification of payroll records

Company Name	Address	City	State	Zip Code
Nicholas Kallergis	159 92nd Street	Brooklyn	NY	11209

FEIN:	Barred Until	Fiscal Officer	Notes:
	08/07/2008		As an individual. See Franco Paints, Inc.and Mida Painting Ltd

Company Name	Address	City	State	Zip Code
Nicholas Margaritis				

FEIN:	Barred Until	Fiscal Officer	Notes:
	08/20/2008		See Keystone Construction Corp.

Company Name	Address	City	State	Zip Code
Nick Nitis	3 Alan B Shepard Place	Yonkers	NY	10705

FEIN:	Barred Until	Fiscal Officer	Notes:
	12/11/2011	DOL	As an individual - see A&T Construction

Company Name	Address	City	State	Zip Code
Noble Construction Group	23960 White Road	Watertown	NY	13601

FEIN:	Barred Until	Fiscal Officer	Notes:
10-5509890	02/14/2013	DOL	dba Betty Joe Frazier - Multiple willful violations

Company Name	Address	City	State	Zip Code
Northeast Technologies	105 Pine Street - Apt 2	East Rochester	NY	14445

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1597771	05/14/2012	DOL	And Michael L Krivitza as an individual - multiple willful violations

Company Name	Address	City	State	Zip Code
Northeastern Supreme Floor Co Inc	66 Benedict Street	Castleton	NY	12033

FEIN:	Barred Until	Fiscal Officer	Notes:
14-1781833	03/02/2012	DOL	And Michael Taylor individually, Supreme Sport Surfaces Inc and R & T Supreme Sports Flooring LLC - multiple willful violations and falsification of payroll records

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

Company Name	Address	City	State	Zip Code
Nu-Look Painting & Wallpapering Inc	151-60 7th Avenue	Whitestone	NY	11357

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3389457	08/04/2009	AG	And TF Painting Corp. and Tarcisio Ferreira, individually. Plea agreement with the A.G.'s Office.

Company Name	Address	City	State	Zip Code
Olympia Mechanical Piping & Heating Inc	3624 12th Avenue	Brooklyn	NY	11218

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3161641	08/18/2010	AG	And Steven Tischler and Solomon Werzberger as individuals. Plea Agreement with District Attorney

Company Name	Address	City	State	Zip Code
Olympic Window Installers Inc	174 Lincoln Avenue	Hawthorne	NJ	07506

FEIN:	Barred Until	Fiscal Officer	Notes:
22-3034903	07/21/2008	DOL	And Carl and Russell Babb as individuals

Company Name	Address	City	State	Zip Code
Omni Contracting Company Inc	3 Alan B Shepard Place	Yonkers	NY	10705

FEIN:	Barred Until	Fiscal Officer	Notes:
22-3431803	12/11/2011	DOL	And Haleem Zihenni as an individual - falsification of payroll records

Company Name	Address	City	State	Zip Code
Oswego Trucking & Leasing	258 Washington Blvd	Oswego	NY	13126

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1371814	07/21/2008	DOL	Falsified records

Company Name	Address	City	State	Zip Code
P & H Supply Company Inc	241-A Harrison Avenue	Harrison	NY	10528

FEIN:	Barred Until	Fiscal Officer	Notes:
13-3868727	05/25/2009	DOL	Multiple willful violations - debarment period extended after additional willful violations

Company Name	Address	City	State	Zip Code
P&T Iron Works	59 Plain Avenue	New Rochelle	NY	10801

FEIN:	Barred Until	Fiscal Officer	Notes:
13-3895133	06/01/2010		And Amodio Russo individually. Falsification of payroll records. Settlement Agreement with A.G.'s office

Company Name	Address	City	State	Zip Code
Pachyderm Enterprises Inc	1537 Union Street	Schenectady	NY	12309

FEIN:	Barred Until	Fiscal Officer	Notes:
00-1386527	05/24/2009	DOL	And Willie Jones and Mary Newsom as individuals - Multiple willful violations

Company Name	Address	City	State	Zip Code
Paradise Construction Corp	6814 8th Avenue	Brooklyn	NY	11220

FEIN:	Barred Until	Fiscal Officer	Notes:
52-2379833	12/03/2012	NYC	Falsified payrolls

Company Name	Address	City	State	Zip Code
Paragon Plate Glass Inc	210 Factory Street	Watertown	NY	13601

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1113039	11/07/2011	DOL	And Thomas E Mooney individually as President of Paragon Plate Glass Inc - falsified Payrolls

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

Company Name	Address	City	State	Zip Code
Pardee Construction				

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1557064	03/12/2009		See Dalton Steel Inc.

Company Name	Address	City	State	Zip Code
Perry Jacobs	736 Sherman Dr-Box 8015	Utica	NY	13505

FEIN:	Barred Until	Fiscal Officer	Notes:
	12/04/2010		As an individual. See Precision Site Work Inc. - debarment period extended

Company Name	Address	City	State	Zip Code
Peter Gouzos	131 47th Street	Brooklyn	NY	11232

FEIN:	Barred Until	Fiscal Officer	Notes:
	01/25/2012	AG	As an individual. See SNA Contracting Corp. Plea agreement with A.G.'s Office. Falsified records.

Company Name	Address	City	State	Zip Code
Pettit & Pettit Inc	7 Schuyler Street	Belmont	NY	14813

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1576164	03/21/2010	DOL	Multiple villful violations

Company Name	Address	City	State	Zip Code
Precision Site Work Inc	736 Sherman Dr - Box 8015	Utica	NY	13505

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1609167	12/04/2010	DOL	And its president, Perry Jacobs, as an individual. Falsification of payroll records - debarment period extended

Company Name	Address	City	State	Zip Code
R & H Commercial Flooring Inc	102 Willow Avenue	Watkins Glen	NY	14891

FEIN:	Barred Until	Fiscal Officer	Notes:
35-2207438	06/20/2012	DOL	And Kris Clarkson as an individual

Company Name	Address	City	State	Zip Code
R & T Supreme Sports Flooring LLC	66 Rybka Road	Stuyvesant Falls	NY	12174

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1511596	03/02/2012	DOL	And Michael Taylor individually, Supreme Sport Surfaces and Northeastern Supreme Floor Co. Inc - multiple willful violations and falsified payroll records

Company Name	Address	City	State	Zip Code
R & W Facility Care Systems Inc	485 Atlantic Avenue	Brooklyn	NY	11217

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3070358	11/22/2010	DA	Falsification of payroll records - plea agreement with New York County D.A.

Company Name	Address	City	State	Zip Code
R S Construction Company LLC	571 Miles Square Road	Yonkers	NY	10701

FEIN:	Barred Until	Fiscal Officer	Notes:
00-2051629	04/04/2012	DOL	And Robert Stevenson, individually. Falsification of payroll records

Company Name	Address	City	State	Zip Code
Rainbow Renovations Inc	35-44 Crescent Street	Long Island City	NY	11106

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3542626	08/03/2011	AG	Additional addresses: 22-15 47th Street, Astoria, NY 11105 and 35-34 31st Street, Long Island City, NY 11106. Gerasimo Andrianis debarred as an individual.

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

Company Name	Address	City	State	Zip Code
Rebecca Gatto-Wood				

FEIN:	Barred Until	Fiscal Officer	Notes:
	05/18/2009		As an individual. See Diracon Commercial Contractors.

Company Name	Address	City	State	Zip Code
Robbye Bissesar	89-51 Springfield Blvd	Queens Village	NY	11427

FEIN:	Barred Until	Fiscal Officer	Notes:
			As an individual. See Star International Inc -permanently debarred

Company Name	Address	City	State	Zip Code
Robert DeMonte	367 Veterans Memorial Hwy	Commack	NY	11725

FEIN:	Barred Until	Fiscal Officer	Notes:
	01/10/2010		As an individual. See L & T Plumbing Corp.

Company Name	Address	City	State	Zip Code
Robert O'Hanlon	635 Midland Avenue	Garfield	NJ	07026

FEIN:	Barred Until	Fiscal Officer	Notes:
	07/09/2012		As an individual. See Allstate Concrete Cutting, Inc.

Company Name	Address	City	State	Zip Code
Robert Stevenson	571 Miles Square Road	Yonkers	NY	10701

FEIN:	Barred Until	Fiscal Officer	Notes:
	04/04/2012		As an individual. See R S Construction Company LLC

Company Name	Address	City	State	Zip Code
Robert W Metzgar	11365 Center Road	Sheridan	NY	14135

FEIN:	Barred Until	Fiscal Officer	Notes:
	04/04/2010	DOL	dba King Machine - Also as an individual.

Company Name	Address	City	State	Zip Code
Rockers and Nockers LLC	207 Riverview Road	Rexford	NY	12148

FEIN:	Barred Until	Fiscal Officer	Notes:
20-1643467	10/23/2012	DOL	Multiple willful violations

Company Name	Address	City	State	Zip Code
Roger A Hoek Jr				

FEIN:	Barred Until	Fiscal Officer	Notes:
	06/10/2010		See N F K Excavating and Construction Inc

Company Name	Address	City	State	Zip Code
Rosario Carrubba				

FEIN:	Barred Until	Fiscal Officer	Notes:
	10/10/2012		As an individual - see Aragona Construction Corp

Company Name	Address	City	State	Zip Code
Rudolph Neuss	8 Far Horizons Drive	Newburgh	NY	12550

FEIN:	Barred Until	Fiscal Officer	Notes:
	09/06/2011	DOL	As an individual - see Neuss Construction Inc

Company Name	Address	City	State	Zip Code
Rusmar Environmental Services Corp	703 Atlantic Avenue	Rochester	NY	14609

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1492326	12/22/2009	AG	And John Bradford as an individual. Falsified payrolls. Plea agreement.

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

Company Name	Address	City	State	Zip Code
Russell Babb				

FEIN:	Barred Until	Fiscal Officer	Notes:
	07/21/2008		As an individual - See Olympic Window Installers Inc

Company Name	Address	City	State	Zip Code
Russell Tupper	8346 Brewerton Road	Cicero	NY	13039

FEIN:	Barred Until	Fiscal Officer	Notes:
	07/06/2012		As an individual. See In-Tech Construction, Inc.

Company Name	Address	City	State	Zip Code
Savvas A. Savva				

FEIN:	Barred Until	Fiscal Officer	Notes:
	10/14/2008		See Euro Craft Restoration Inc

Company Name	Address	City	State	Zip Code
Schwartz Electric Contractors Inc	89 Walker Street	New York	NY	10013

FEIN:	Barred Until	Fiscal Officer	Notes:
13-3440987	01/04/2013	NYC	falsified payroll records

Company Name	Address	City	State	Zip Code
Seabury Enterprises LLC	22562 Sea Bass Drive	Boca Raton	FL	33428

FEIN:	Barred Until	Fiscal Officer	Notes:
06-1456348	10/10/2012	DOL	And Jason Asbury as an individual - falsification of payroll records

Company Name	Address	City	State	Zip Code
Sean Campion	P O Box 82	Valatie	NY	12184

FEIN:	Barred Until	Fiscal Officer	Notes:
	10/14/2008		dba Everlasting Slate - as an individual

Company Name	Address	City	State	Zip Code
Severn Trent Environmental Services Inc	16337 Park Row	Houston	TX	77084

FEIN:	Barred Until	Fiscal Officer	Notes:
62-1168252	06/12/2012	NYC	

Company Name	Address	City	State	Zip Code
Shirley J Pardee	197 U S Route 11	Central Square	NY	13036

FEIN:	Barred Until	Fiscal Officer	Notes:
	03/12/2009		As an individual. See Dalton Steel Inc dba Pardee Construction.

Company Name	Address	City	State	Zip Code
Signal Construction LLC	199 Grider Street	Buffalo	NY	14215

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1610415	11/14/2011	DOL	Multiple willful violations

Company Name	Address	City	State	Zip Code
Signature Sealcoating & Stripping Service	345 Livingston Avenue	Jamestown	NY	14702

FEIN:	Barred Until	Fiscal Officer	Notes:
20-0108469	04/04/2012	DOL	Multiple willful violations

Company Name	Address	City	State	Zip Code
Sky Communications Inc	P O Box 278	DeWitt	NY	13214

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1599397	02/20/2012	DOL	Additional address: 6305 Court Street Road, East Syracuse, NY 13057, and Jay Meyer, individually - multiple willful violations

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

Company Name	Address	City	State	Zip Code
SN Contracting Corp	131 47th Street	Brooklyn	NY	11232

FEIN:	Barred Until	Fiscal Officer	Notes:
	01/25/2012	AG	Plea Agreement with A.G.'s Office

Company Name	Address	City	State	Zip Code
SNA Contracting Corp	131 47th Street	Brooklyn	NY	11232

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3502738	01/25/2012	AG	Plea Agreement with A.G.'s Office - additional FEIN # 11-3617489. Also Peter Gouzos as an individual. Falsified records

Company Name	Address	City	State	Zip Code
Solomon Werzberger	56 Lyncrest Drive	Monsey	NY	10952

FEIN:	Barred Until	Fiscal Officer	Notes:
	08/18/2010		As an individual. See Olympia Mechanical Piping & Heating Incorporated

Company Name	Address	City	State	Zip Code
Southwestern General Contracting Inc	1586 Gowans Road	Angola	NY	14006

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1569822	10/08/2009	DOL	Falsification of records

Company Name	Address	City	State	Zip Code
Spiridon Anthoulis	131 47th Street	Brooklyn	NY	11232

FEIN:	Barred Until	Fiscal Officer	Notes:
	01/25/2012	AG	As an individual - See 4-A General Construction Corp

Company Name	Address	City	State	Zip Code
Stacey Gouzos				

FEIN:	Barred Until	Fiscal Officer	Notes:
	01/25/2012		See Anastasia Anthoulis

Company Name	Address	City	State	Zip Code
Stamatia Kallergis	159 92nd Street	Brooklyn	NY	11209

FEIN:	Barred Until	Fiscal Officer	Notes:
	08/07/2008		As an individual. See Franco Paints, Inc. and Mida Painting Ltd

Company Name	Address	City	State	Zip Code
Star International Inc	89-51 Springfield Blvd	Queens Village	NY	11427

FEIN:	Barred Until	Fiscal Officer	Notes:
00-1613496		DOL	Also Robbye Bissesar. Falsified payroll - permanently debarred

Company Name	Address	City	State	Zip Code
Start Elevator Construction Inc	4350 Bullard Avenue	Bronx	NY	10466

FEIN:	Barred Until	Fiscal Officer	Notes:
38-3666650	01/28/2013	NYC	And John O'Shea as president

Company Name	Address	City	State	Zip Code
Start Elevator Inc	4350 Bullard Avenue	Bronx	NY	10466

FEIN:	Barred Until	Fiscal Officer	Notes:
06-1352101	01/28/2013	NYC	And John O'Shea as president

Company Name	Address	City	State	Zip Code
Start Elevator Maintenance Inc	4350 Bullard Avenue	Bronx	NY	10466

FEIN:	Barred Until	Fiscal Officer	Notes:
13-4053896	01/28/2013	NYC	And John O'Shea as president

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

Company Name	Address	City	State	Zip Code
Start Elevator Repair Inc	4350 Bullard Avenue	Bronx	NY	10466

FEIN:	Barred Until	Fiscal Officer	Notes:
65-1261216	01/28/2013	NYC	And John O'Shea individually as president

Company Name	Address	City	State	Zip Code
Steve J Nictas c/o J Barr Constr	119-51 Metropolitan Ave	Jamaica	NY	11415

FEIN:	Barred Until	Fiscal Officer	Notes:
	12/14/2009	DOL	As an individual - See J Barr Construction Corp.

Company Name	Address	City	State	Zip Code
Steve Menzer	62 Neulist Avenue	Port Washington	NY	11050

FEIN:	Barred Until	Fiscal Officer	Notes:
	07/17/2009		As an individual. See Bat-Jac Construction

Company Name	Address	City	State	Zip Code
Steven Tischler	1465 46th Street	Brooklyn	NY	11212

FEIN:	Barred Until	Fiscal Officer	Notes:
	08/18/2010		As an individual. See Olympia Mechanical Piping & Heating Incorporated

Company Name	Address	City	State	Zip Code
Supreme Sport Surfaces Inc	66 Benedict Street	Castleton	NY	12033

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1515966	03/02/2012	DOL	And Michael Taylor individually, R & T Supreme Sports Flooring LLC, and Northeastern Supreme Floor Co., Inc. -multiple willful violations and falsified payroll records

Company Name	Address	City	State	Zip Code
Suraci Enterprises Inc	364 Bleaker Road	Rochester	NY	14609

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1552036	10/25/2012	DOL	and Greg Suraci individually

Company Name	Address	City	State	Zip Code
Tao General Contractors Inc	131 47th Street	Brooklyn	NY	11232

FEIN:	Barred Until	Fiscal Officer	Notes:
	01/25/2012	AG	Plea Agreement with A.G.'s Office

Company Name	Address	City	State	Zip Code
Tarcisio Ferreira	151-60 7th Avenue	Whitestone	NY	11357

FEIN:	Barred Until	Fiscal Officer	Notes:
	08/04/2009	AG	And Nu-Look Painting & Wallpapering Inc and TF Painting Corp. Plea agreement with A.G.'s Office.

Company Name	Address	City	State	Zip Code
TF Painting Corp	151-60 7th Avenue	Whitestone	NY	11357

FEIN:	Barred Until	Fiscal Officer	Notes:
	08/04/2009	AG	And Nu-Look Painting & Wallpapering Inc. and Tarcisio Ferreira, individually. Plea agreement with A.G.'s Office.

Company Name	Address	City	State	Zip Code
Thomas E Mooney	164 Winslow Street	Watertown	NY	13601

FEIN:	Barred Until	Fiscal Officer	Notes:
	11/07/2011		As an individual. Additional address: 150 Clinton Street, Apt 6, Watertown, NY 13601. See Paragon Plate Glass Inc

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

Company Name	Address	City	State	Zip Code
Thomas Gormally	250 Kneeland Avenue	Yonkers	NY	10705

FEIN:	Barred Until	Fiscal Officer	Notes:
	07/09/2012		As an individual. See Ballagh General Contracting

Company Name	Address	City	State	Zip Code
Thomas Hanlon				

FEIN:	Barred Until	Fiscal Officer	Notes:
	09/11/2008		As an individual. See Hamax Construction Corp

Company Name	Address	City	State	Zip Code
Thomas L Smalls	24 Miller Street	Rochester	NY	14605

FEIN:	Barred Until	Fiscal Officer	Notes:
	06/30/2009	DOL	dba LTS Construction - also as an individual. Falsified payrolls.

Company Name	Address	City	State	Zip Code
Thomas Masonry & Concrete Inc	803 West Avenue, Ste 207	Rochester	NY	14611

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1535306	08/18/2009	DOL	Multiple willful violations

Company Name	Address	City	State	Zip Code
Thomas Masonry Enterprise Inc	955 Buffalo Road	Rochester	NY	14624

FEIN:	Barred Until	Fiscal Officer	Notes:
73-3103284	08/18/2009	DOL	Multiple willful violations

Company Name	Address	City	State	Zip Code
Tommaso Allocca	15 Pine Aire Drive	Bay Shore	NY	11706

FEIN:	Barred Until	Fiscal Officer	Notes:
	08/01/2010	DOL	As an individual. T/A A & D Contracting Corp. Falsification of payroll records

Company Name	Address	City	State	Zip Code
Topo-Metrics Inc	432 Park Avenue South	New York	NY	10016

FEIN:	Barred Until	Fiscal Officer	Notes:
11-2465550	04/22/2009	DOL	Falsification of payroll records

Company Name	Address	City	State	Zip Code
Topor Contracting Inc	153 Fillmore Avenue	Buffalo	NY	14210

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1590680	04/27/2009	DOL	Falsified payrolls

Company Name	Address	City	State	Zip Code
Tower Building Maintenance and Mgmt	347 Kingsland Avenue	Brooklyn	NY	11222

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3042307	11/24/2008	DOL	Additional willful violations - debarment period extended

Company Name	Address	City	State	Zip Code
Tri-State Building Contractors Inc	108 Sparrow Ridge Road	Carmel	NY	10512

FEIN:	Barred Until	Fiscal Officer	Notes:
14-1765905	05/24/2009	DOL	Falsified payroll records

Company Name	Address	City	State	Zip Code
Tropic Construction Corp	59-45 56th Avenue	Maspeth	NY	11378

FEIN:	Barred Until	Fiscal Officer	Notes:
11-2659640	08/16/2010	DOL	And Marangos Construction and Charles Marangoudakis individually. Multiple willful violations

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

Company Name	Address	City	State	Zip Code
Tropic Roofing Corp	59-45 56th Avenue	Maspeth	NY	11378

FEIN:	Barred Until	Fiscal Officer	Notes:
20-3188430	08/16/2010	DOL	Successor to Tropic Construction Corp

Company Name	Address	City	State	Zip Code
Two By Four Carpentry and Constr Inc	132 W 129th St-Ste 4W	New York	NY	10027

FEIN:	Barred Until	Fiscal Officer	Notes:
	08/12/2009	AG	dba of Harrison Jarvis. Plea agreement with A.G.'s Office.

Company Name	Address	City	State	Zip Code
Uddin USA Corp	663 Degraw Street	Brooklyn	NY	11217

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3265184	05/17/2012	NYC	Falsification of payroll records

Company Name	Address	City	State	Zip Code
un Hak Kim				

FEIN:	Barred Until	Fiscal Officer	Notes:
	04/14/2010	AG	As an individual. See Howard K Enterprise Inc and Howard Kim

Company Name	Address	City	State	Zip Code
Urban-Suburban Recreation Inc	3 Lucon Drive	Deer Park	NY	11729

FEIN:	Barred Until	Fiscal Officer	Notes:
11-2228663	06/20/2012	DOL	Multiple willful violations

Company Name	Address	City	State	Zip Code
Vardo Construction Corporation	1850 Steinway Street	Long Island City	NY	11105

FEIN:	Barred Until	Fiscal Officer	Notes:
11-2694892	01/08/2009	DOL	And Lorenzo DeVardo as an individual. Falsified payrolls

Company Name	Address	City	State	Zip Code
Vasilios Tsimitras				

FEIN:	Barred Until	Fiscal Officer	Notes:
	11/27/2011		See William Tsimitras

Company Name	Address	City	State	Zip Code
Viva Victoria Enterprises Ltd	10317 90th Street	Ozone Park	NY	11417

FEIN:	Barred Until	Fiscal Officer	Notes:
11-3355466	06/12/2011	NYC	Falsification of records

Company Name	Address	City	State	Zip Code
W & B Mechanical Corp	303 Ten Eyck Street	Brooklyn	NY	11206

FEIN:	Barred Until	Fiscal Officer	Notes:
11-1340725	03/05/2010	DOL	aka White and Blue Sheet Metal Inc and Eliyhu Benyamin as an individual. Falsification of records.

Company Name	Address	City	State	Zip Code
W J Grinder Roofing Company	1765 Mt Read Boulevard	Rochester	NY	14606

FEIN:	Barred Until	Fiscal Officer	Notes:
16-0846854	10/18/2009	DOL	As a substantially affiliated employer. See A A General Contractors, Inc. Multiple violations

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

Company Name	Address	City	State	Zip Code
White and Blue Sheet Metal Inc	303 Ten Eyck Street	Brooklyn	NY	11206

FEIN:	Barred Until	Fiscal Officer	Notes:
	03/05/2010		See W & B Mechanical Inc.

Company Name	Address	City	State	Zip Code
Wiley Development Co Inc	235 Northampton Street	Buffalo	NY	14208

FEIN:	Barred Until	Fiscal Officer	Notes:
16-1363561	08/11/2009	DOL	Falsified payroll records

Company Name	Address	City	State	Zip Code
William Tsimitras	235 91st Street	Brooklyn	NY	11209

FEIN:	Barred Until	Fiscal Officer	Notes:
	11/27/2011	DA	aka Vasilios, individually - Plea agreement with Albany County DA

Company Name	Address	City	State	Zip Code
William Valentine				

FEIN:	Barred Until	Fiscal Officer	Notes:
	09/11/2008		As an individual. See Hamax Construction Corp

Company Name	Address	City	State	Zip Code
Willie Jones	1537 Union Street	Schenectady	NY	12309

FEIN:	Barred Until	Fiscal Officer	Notes:
	05/24/2009	DOL	As an individual. See Pachyderm Enterprises Inc

Company Name	Address	City	State	Zip Code
Winston J Goins Sr	87 Malling Drive	Rochester	NY	14621

FEIN:	Barred Until	Fiscal Officer	Notes:
	05/01/2011		As an individual - see Lightning Fast Labor Force Services Inc

Company Name	Address	City	State	Zip Code
Wintech Contracting Inc	1950 E Main St - Ste 205A	Mohegan Lake	NY	10547

FEIN:	Barred Until	Fiscal Officer	Notes:
13-3139312	07/22/2009	DOL	Falsified payroll records

Company Name	Address	City	State	Zip Code
Yang General Contracting Ltd	131 47th Street	Brooklyn	NY	11232

FEIN:	Barred Until	Fiscal Officer	Notes:
	01/25/2012	AG	Plea agreement with A.G.'s Office

Company Name	Address	City	State	Zip Code
Yin Construction Ltd	131 47th Street	Brooklyn	NY	11232

FEIN:	Barred Until	Fiscal Officer	Notes:
13-0520288	01/25/2012	AG	Plea Agreement with A.G.'s Office

Company Name	Address	City	State	Zip Code
Zaffuto Construction Company Inc	162 Atlantic Avenue	Lynbrook	NY	11563

FEIN:	Barred Until	Fiscal Officer	Notes:
11-2139574	09/29/2008	AG	And Angelo Zaffuto (President of ZCCI) and Joseph Zaffuto (Key Person to ZCCI), as individuals -Settlement Agreement

Company Name	Address	City	State	Zip Code
Zarben General Construction Inc	131 47th Street	Brooklyn	NY	11232

FEIN:	Barred Until	Fiscal Officer	Notes:
13-4201564	01/25/2012	AG	Plea Agreeement with A.G.'s Office

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

Company Name	Address	City	State	Zip Code
Zepheniah Davis	2068 Anthony Avenue	Bronx	NY	10457

FEIN:	Barred Until	Fiscal Officer Notes:
	12/26/2012	see Junkyard Construction Corp

ATTACHMENT D
SAMPLE AGREEMENT

THIS AGREEMENT, made as of the __ day of_____, between New York State Energy Research and Development Authority (hereinafter referred to as "NYSERDA"), a public benefit corporation whose address is 17 Columbia Circle, Albany, New York, and
(hereinafter referred to as "Building Manager").

W I T N E S S E T H:

WHEREAS, NYSERDA owns the building and property located at 10 Hermes Road, Malta, New York; and

WHEREAS, NYSERDA has determined that professional services are required to provide building management services for 10 Hermes Road, Malta, New York as delineated in Building Manager's Proposal dated _____, incorporated herein by reference as Exhibit A, which was submitted in response to NYSERDA's Request for Proposal No. 1281 for Building Management Services incorporated herein by reference as Exhibit D; and

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 do hereby agree as follows:

1. The Building Manager shall manage and maintain the property and building located at 10 Hermes Road, Malta, New York and County of Saratoga, New York (the "Building") as provided in this Agreement, including Exhibits A, B, C, D and E (together, the "Agreement"). The Building Manager shall be an independent contractor and not an agent of NYSERDA.

The Building Manager will be required to provide full service, professional building management services ("Building Management Services") necessary to maintain and preserve the building and property located at 10 Hermes Road, in Malta, New York, along with maintaining the +/-1.2 mile length of Hermes Road, including the road leading to and from 107 Hermes Road (both plowing and mowing). The Building Manager will be responsible for regularly assessing the conditions of the building and its systems; developing and implementing building operations, preventive maintenance, and establishing capital plans necessary to maintain, preserve, and keep the premises in good repair and condition. At NYSERDA's request, the Building Manager shall also oversee the design and buildout of building renovations and improvements. The services of the Building Manager are to be of a scope and quality generally performed by professional property managers and performed in a reasonable, diligent, and careful manner so as to manage and supervise the operation, maintenance and servicing of the property in a manner that is comparable to, or better than, that generally found in similar properties located in the Capital Region market. Services shall be provided in accordance with the highest standards of professionalism, skill, workmanship, and applicable trade practices and shall conform to all applicable codes and regulations.

Building Management Services described above include, but are not limited to:

a. Lighting Systems
b. Pest Management

c. Electrical Switchgear and Electrical Systems
d. Landscaping, tree maintenance, and maintaining walkways.
e. Daily responsiveness to problems identified by NYSERDA tenants staff
f. Rubbish Removal
g. Monthly site inspections and provide verification of such inspection.
h. Solicit written bid proposals from at least three (3) qualified suppliers or service providers on each requirement having an expected value greater than $25,000
i. Maintain inventory, supply list and spare parts documentation
j. Provide five (5) year capital repair and improvement plan
k. Fire alarm and fire suppression systems
l. Provide staff to maintain and perform routine inspections and required interior and exterior maintenance
m. Janitorial Cleaning
n. Maintain all drawings, as-builts, and other schematic drawings current as well as site/equipment manuals
o. Plumbing
p. Provide timely monthly operating report with invoice
q. Review work order, maintenance tracking and scheduling systems
r. Maintain grounds and parking lot
s. Plowing and mowing the length of Hermes Road from Dunning St. To the property line with Luther Forest Technology Campus
t. Provide operational and Preventative Maintenance plans
u. HVAC
v. Window Cleaning
w. Security
x. Painting
x. Responding in a timely fashion to tenant requests and issues as they arise

Where specifications or standards are not included herein, maintenance shall be in accordance with manufacturer's recommendations and standards.

2. A. Within the first thirty (30) days of the Agreement, the Building Manager shall assess the conditions of the building and its systems and review all existing warranties, manufacturer's instructions and other contracts, and conduct a detailed property inspection taking inventory of all NYSERDA-owned equipment within the Building. The Building Manager shall develop and implement: a preventive maintenance schedule in accordance with manufacturer's recommendations; a comprehensive facility operation plan and manual; and a five (5) year capital improvement plan. The Building Manager shall also review existing building related service contracts within the first thirty (30) days and make a recommendation to NYSERDA on when such contracts should be rebid and, if requested by NYSERDA, develop and implement bid packages for such service contracts.

B. The Building Manager shall maintain, preserve, and keep the Building in good repair and condition and cause to be made all necessary and proper repairs, replacements and renewals, interior and exterior, thereto in performing the following services:

(i) Maintaining continuous communication with assigned NYSERDA staff on all Building related issues including conducting meetings and providing required written reports on a monthly basis, or such other schedule as may be determined.

(ii) Hire, or cause to be hired, paid and supervised, all persons necessary to properly maintain and operate the Building who, in each instance, shall be the Building Manager's and not NYSERDA's employees; cause to be discharged all persons unnecessary or undesirable; and cause to be included in each Budget (as hereinafter defined) the estimated cost of such employees including, without limitation, fringe benefits, salaries, wages and workers' compensation insurance, and maintain in a log of all hours of work completed by all employees and subcontractors at the Building. Prevailing wages for Saratoga County are to be paid for all work to be done.

(iii) Maintain, or cause the Building to be maintained, in such condition as required by this Agreement and as otherwise may be deemed advisable by NYSERDA (all such work to be completed in accordance with applicable State and local laws and regulations), subject only to the limitations contained in this Agreement. The Building Manager shall ensure that all required preventative maintenance work is performed in accordance with manufacturer's specifications and all warranty requirements are adhered to. The Building Manager shall ensure that maintenance and repairs are performed by trained technicians, which maintenance and repair shall not interfere with the operations of the Building's tenants whose normal hours of operation are 8:30 AM to 5:00 PM Monday through Friday. Repairs or alterations shall require the prior approval of NYSERDA only if such expenditure is not included in the Budget (as hereinafter defined), and shall be paid from sums on deposit in the Operating Expense Account. Emergency repairs (i.e., those immediately necessary for the preservation or safety of the Building, or for the safety of the occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in or to the Building or to avoid exposure to criminal liability) shall be made by the Building Manager, without the prior approval of NYSERDA, if the Building Manager is unable to communicate with NYSERDA in order to obtain such approval.

(iv) Recommend, and with the approval of NYSERDA, undertake, or cause, all such acts and things to be done in or about the Building as shall be necessary or desirable to comply with any and all orders or violations affecting the Building placed thereon by any Federal, State, County or Municipal authority having jurisdiction there over, except that if failure promptly to comply with any such order or violation would or might expose NYSERDA or the Building Manager to criminal liability, the Building Manager shall cause such order or notice of violation to be complied with, without the prior approval of NYSERDA if the Building Manager is unable to communicate with NYSERDA to obtain such approval, it being understood that the Building Manager shall notify NYSERDA promptly after receipt of any order or notice of violation, as aforesaid.

(v) As specified in the Budget, solicit, bid, review and enter into contracts in the Building Manager's name for any necessary equipment maintenance, janitorial, window cleaning, trash removal, vermin extermination, landscaping, lawn care and tree maintenance, snow plowing, fire alarm testing/inspection, and other services as shall be advisable, but any such contract

not described in the Budget which cannot by its terms be canceled on 30 days notice or less must be authorized in writing by NYSERDA. The tenants are responsible for payment of gas and electric utility payments, and NYSERDA shall be responsible for any property or school tax payments.

Building Manager shall procure goods and services using commercially prudent practices to obtain the best possible price and terms. For purchases or contracts less than Twenty Five Thousand Dollars ($25,000), the Building Manager will obtain and document a minimum of three verbal quotes. -Prior NYSERDA approval is required for all contracts for repairs, capital improvements, goods and services exceeding Twenty Five Thousand Dollars ($25,000). No one contract will exceed the period of one year without the prior consent of NYSERDA. The following conditions apply to competitive bidding:

1. Each bid will be solicited in a form and manner so that bid solicitation will be uniform in all bids.

2. NYSERDA will approve the bidders list, in writing, prior to mailing any bid.

3. Building Manager may accept a low bid without prior approval if the expenditure is for a line item on the Budget and such expenditure together with previously incurred and estimated future expenditures for such line item, will not result in an excess of the annual budgeted amount for such line item; otherwise, written approval of a bid will be required.

4. If Building Manager desires to accept other than the lowest bidder, or where competitive bids are not possible, justification must be provided to NYSERDA for prior approval.

5. NYSERDA shall be free to accept or reject any proposed sub-contractor.

6. All bids shall be controlled and not opened until the time and date specified in the solicitation. Any variance greater than 15% between the lowest bid and Building Manager's estimate will be evaluated to determine the validity of the bid solicitation. Building Manager shall maintain documentation of the solicitation of proposals if any and of contract awards.

All contracts for work or service requested by NYSERDA, or for work or service contemplated by the Budget but in excess of the amount budgeted, shall only be undertaken with the prior approval of NYSERDA.

(vi) set up and maintain in a fiduciary capacity with a New York State bank, subject to NYSERDA's approval, an account (hereinafter referred to as the "Operating Expense Account") for deposit of funds necessary to pay for supplies, equipment and services associated with the repair and maintenance of the property. Such account shall be segregated from other funds maintained by the Building Manager and interest earnings in

the Operating Expense Account shall accrue to NYSERDA and shall be used for the benefit of paying costs as herein described.

(vii) purchase from funds available in the Operating Expense Account all supplies and replacement equipment which shall be necessary to properly maintain and operate the Building (and which is not a capital improvement), as specified in the Budget, the cost of such supplies to be net of any discounts or commissions obtained for purchases. The Building Manager shall ensure that any equipment to be replaced shall be new or re-manufactured and shall be manufactured by a reputable manufacturer. All substitutes for the original manufacturer's equipment related to the upgrading of equipment shall be ENERGY STAR® compliant, if available. Building Manager shall submit any proposed purchases to NYSERDA for its review and approval. The Building Manager shall ensure that any new equipment be guaranteed for a minimum of one (1) year from the date of replacement and replaced at no cost to NYSERDA if found defective during that time. The Building Manager shall obtain cost estimates for extended warranties on new installations and consult with NYSERDA regarding the purchase of such contracts.

(viii) Maintain a log of all hours of work completed by all employees and subcontractors. Reviewing all bills received for services, work, and supplies ordered in connection with maintaining and operating the Building and cause such bills to be paid from funds deposited in an Operating Expense Account.

(ix) Establish and maintain orderly books, records and files containing correspondence, receipted bills, contracts and vouchers and all other documents and papers pertaining to the Building and the operation and maintenance thereof, which NYSERDA may review at any time, provided, however, Building Manager shall have no duty to maintain records or files for a period longer than six (6) years after the fiscal year in which they were created.

(x) Perform the preparation and filing, on behalf of NYSERDA, of any certificates, documents or reports required by any governmental authority relating to the management of the Building and provide NYSERDA with a copy thereof with proof of filing immediately thereafter.

(xi) By November 1 of each year throughout the Agreement, the Building Manager shall prepare and submit a draft operating budget (the "Budget") setting forth the estimated operating and preventative maintenance expenses for the next succeeding fiscal year for the 12 month period from January 1 through December 31. A preventative maintenance budget and schedule is to accompany the Budget. If NYSERDA exercises its option to renew pursuant to Paragraph 9, at least sixty (60) days prior to the commencement of each of NYSERDA's fiscal years (which commence on April 1 and end on March 31 of each year) subsequent to the first fiscal year, prepare and submit to NYSERDA for consideration and approval, a Budget (the "Budget") setting forth the estimated operating and preventative maintenance expenses for the next succeeding fiscal year. Within seven (7) days of receipt of the Budget, NYSERDA will approve the Budget or submit to the Building Manager a revised approved Budget, which shall set forth any revision in the Budget that NYSERDA shall deem appropriate. The Building Manager shall implement the approved Budget and shall be authorized to incur the obligations provided for in the

approved Budget, provided, however, NYSERDA shall have the right to make further revisions in the approved Budget at any time provided it notifies the Building Manager of any such further revisions.

(xii) Maintain continuous communication with assigned NYSERDA staff on all Building related issues including conducting meetings and provide written monthly reports to NYSERDA within ten (10) working days of the end of each month including a precise description of services provided to the Building, including all systems and equipment, number of employees/subcontractors involved, and the costs incurred, all receipts and all payments on account of Operating Expenses for the preceding month and the aggregate of all such payments made during the fiscal year in question and comparing such payments on an item by item basis to the Budget amounts of such payments for the fiscal year in question.

(xiii) Submit to NYSERDA, when requested, a summary detailing the Building Manager's expenses for payroll, payroll taxes, benefits, supplies and equipment.

(xiv) With the prior written consent of NYSERDA, negotiating and reviewing contracts to be entered into by the Building Manager for capital repairs and improvements to the Building and supervising all work to be performed under such contracts and authorizing payment for all work performed under such contracts. Engage as necessary architects' and engineers' services required for the planning and supervision of alterations and/or improvements made or proposed to be made to the Building. The Building Manager shall receive a fee up to__% of the actual costs incurred for overhead/profit for bidding and overseeing such capital related projects.

(xv) Generally, do all things deemed by the Building Manager necessary or desirable for the management of buildings similar to the Building, including preparation of all normal operating reports and administrative actions required of NYSERDA.

(xvi) Ensure that all work performed by the Building Manager or supervised by the Building Manager is performed in a good and workmanlike manner by licensed or otherwise qualified employees and take reasonable steps to ensure the work is free from defects, using new material unless otherwise specified.

(xvii) Building Manager shall provide NYSERDA on request with copies of the following:

(a) bank statements, bank deposit slips and bank reconciliation;

detailed receipts and disbursements records;

detailed receivables reports;

paid invoices;

supporting documentation for payroll, payroll taxes and benefits; and

insurance binders and/or policies and proof of payment for Building Manager and any subcontractor.

(xviii) Provide emergency services as needed on a twenty-four (24) hour, seven (7) days a week basis; the Building Manager agrees to provide an emergency telephone service on a twenty-four (24) hour, seven (7) days a week basis, and from the time of the call by NYSERDA, the Building Manager has a maximum of one hour to respond to this call.

(xix) Provide internally prepared monthly budget reports in a format acceptable to NYSERDA and, when necessary, develop plans to address any funding shortfalls.

(xx) In accordance with the New York State Toxic Substance Act (Right-to-Know Law) and the United States Occupational Safety and Health Administration's Hazard Communication Standard, the State has established and implemented a Right-to-Know/Hazard Communication Program. The Building Manager shall provide information and training to advise employees of the Building Manager and NYSERDA 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 by contract vendors. Before any chemical product is used on or in the building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by NYSERDA before the chemical is applied.

(xxi) The Building Manager will be responsible for the completion of a variety of administrative and reporting requirements as part of its Management Fee including:

Upon award of the contract and prior to the start of any work, the Building Manager shall be available for an initial job meeting with NYSERDA. This meeting shall include a review of all facility use rules and an introduction to the organization and appropriate staff.

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

i Review building management progress and quality of work.
ii, Identify and resolve problems.
iii Coordinate the efforts of all concerned so that these services are rendered efficiently and effectively.
iv. Maintain a sound working relationship between the Building Manager and NYSERDA.
v. Maintain a mutual understanding of the

(xxii) perform such other building management tasks for NYSERDA properties as may be mutually agreed upon.

3. It is expressly understood and agreed that everything done by the Building Manager under the provisions of this Agreement shall be done as an independent contractor and not an agent of NYSERDA and any and all obligations, costs or expenses incurred by the Building Manager in the performance of its obligations under this Agreement shall be paid out of sums in the Operating Expense Account as herein provided. Payments made by the Building Manager hereunder shall be made out of such funds as may be deposited in the Operating Expense Account or such other funds as may be provided by NYSERDA. The Building Manager shall not be obliged to make any advance to, or for the account of, NYSERDA or to pay any amount except out of funds held or provided as aforesaid.

4. At all times during the term of this Agreement, Building Manager shall maintain in force and effect, with insurance carriers licensed to do business in the State of New York and otherwise reasonably acceptable to NYSERDA the following insurance coverage in the stated amounts (or such other amounts as NYSERDA may direct):

(i) comprehensive general liability insurance including blanket contractual liability insurance, independent contractors and personal injury, with limits of no less than $1,000,000 per occurrence, bodily injury and/or property damage, combined $2,000,000 aggregate; comprehensive automobile liability insurance covering all of Building Manager's owned or rented vehicles, or those of any contractor or subcontractor, used in connection with this Agreement, if any, with policy limits of no less than $1,000,000 per occurrence, bodily injury and/or property damage, combined $2,000,000 aggregate and NYSERDA shall be named an additional insured and shall be provided with a certificate naming it as such; and

(ii) workers' compensation insurance and disability benefits as required by statute for all Building Manager's employees, or those of any contractors or subcontractors, having any connection with the work performed in connection with the Agreement.

The Building Manager shall require that any subcontractors retained maintain and supply verification of the following insurance coverages, at such subcontractors' expense, in the following minimum amounts (or such other minimum amounts as NYSERDA may specify from time to time):

(iii)workers' compensation – statutory amount;

(ii) employer's liability -- $1,000,000 per occurrence $2,000,000 aggregate;

(iii)Commercial general liability insurance, combined single limit (personal injury and property damage) in the amount of $1,000,000 each occurrence; and

automobile liability -- $1,000,000, each occurrence, personal injury and/or property damage, combined, $2,000,000 aggregate;

5. During the term of this Agreement NYSERDA shall pay, or cause to be paid, to the Building Manager for all services rendered by the Building Manager under and pursuant to the terms hereof, a Management Fee as follows: [TBD]

Said Management Fee shall be payable in monthly installments in advance equal to 1/12th of the sum due for the twelve month period in question, in accordance with the Prompt Payment Policy Statement attached hereto as Exhibit C.

In addition to the foregoing, the Building Manager shall receive additional fees when approved in writing by NYSERDA to provide or secure renovation or construction services, including capital repairs and replacements, not otherwise required by this Agreement for services rendered by the Building Manager in securing bids for, and supervising completion of said

renovation or reconstruction to the Building, and for work authorized by NYSERDA to be paid through the Operating Expense Account. In consideration for the services rendered, the Building Manager shall receive a fee of__% for overhead and profit for work performed under separate agreement(s) with NYSERDA. Such separate agreement(s) shall be in the form of an executed contract, a purchase order or task work order issued by NYSERDA and accepted by the Building Manager.

The Building Manager shall not be entitled to any additional compensation for work performed by any employee(s) of the Building Manager whose wages are included in the annual Budget.

6. The Building Manager shall, from funds available in the Operating Expense Account, forthwith procure and thereafter keep in full force and effect a fidelity bond, which bond shall otherwise be satisfactory in form to NYSERDA, and be issued by a bonding, insurance or casualty company satisfactory to NYSERDA, pursuant to which NYSERDA will be held harmless by the surety, up to an amount determined by NYSERDA (initially $100,000), from any loss of money or other personal property belonging to NYSERDA or for which the other personal property belonging to NYSERDA or for which NYSERDA is legally liable, caused by inter alia, larceny, embezzlement, forgery, misappropriation, wrongful abstraction or any dishonest or fraudulent acts committed on or after the date hereof, by the Building Manager, its directors, officers or employees. The Building Manager can evidence compliance with the provisions of this covenant by providing a package policy including the required coverages in the required amounts.

7. Any person performing work at the Building or on the associated property under this Agreement shall be paid no less than the prevailing wage rates attached as Exhibit E, as updated by the New York State Department of Labor.

8. The Building Manager certifies that all information provided to NYSERDA with respect to State Finance Law Sections 139j and 139k is complete, true and accurate.

9. The term of this Agreement shall commence on _____ and, except as hereinafter provided, shall terminate on the day immediately preceding the first anniversary of such date. NYSERDA and Building Manager may renew this Management Agreement for four (4) additional one (1) year periods, upon the same terms and conditions as contained herein, at the sole election of NYSERDA. If NYSERDA wishes to exercise its option to renew this Agreement for any additional one year periods, NYSERDA shall provide Building Manager with written notice of each one year renewal period thirty (30) days in advance of the expiration of the then current term. Notwithstanding the foregoing, NYSERDA may terminate this Agreement, on not less than thirty (30) days' written notice. NYSERDA reserves the right to terminate this Agreement in the event it is found that (i) the certification filed by the Building Manager in accordance with State Finance Law Sections 139j and 139k was intentionally false or intentionally incomplete, and/or (ii) the certification filed by the Building Manager in accordance with New York State Tax Law Section 5a was intentionally false when made. Upon such finding, NYSERDA may exercise its termination right by providing written notification to the Building Manager as set forth herein. Building Manager shall have no right to terminate this Agreement except that, in the event NYSERDA shall fail to perform any of its obligations under

this Agreement and the continuation of such failure for a period of 30 days after written notice of such failure is delivered to NYSERDA, then Building Manager, upon not less than 30 days notice to NYSERDA may terminate this Agreement.

Upon termination of this Agreement, the parties shall account to each other with respect to all funds held, and all uncompleted business, and the Building Manager shall deliver to NYSERDA all original or certified copies of files, books and records and other instruments relating to the Building , including required schedules and facility operations manuals as per Article 2 that may be in the possession of the Building Manager and assign to NYSERDA all of Building Manager's right, title and interest in all and to any and all contracts or agreements relating to the Building or the operating and maintenance thereof.

Upon termination of this Agreement, NYSERDA shall pay to the Building Manager on the fifteenth (15th) business day of the second month following such termination, all fees required to be paid hereunder through the date of termination of this Agreement.

10. The obligations and agreements of NYSERDA contained herein and any other instrument or document executed in connection therewith or herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of NYSERDA, and not of any member, officer, agent or employee of NYSERDA in his or her individual capacity, and the members, officers, agents and employees of NYSERDA shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

11. All notices, demands, requests or other communications which may be or are required to be given, served or sent by either party to the other, shall be in writing and delivered personally or by certified mail, return receipt requested, with postage prepaid, at the following address:

If to NYSERDA: NYSERDA
17 Columbia Circle
Albany, New York 12203
Attention: Contract Administrator

If to Building Manager: [insert address]

Any party may change the name and/or address provided above by written notice to the other party.

12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

13. This Agreement may not be assigned by the Building Manager without the prior written consent of NYSERDA and any purported assignment without such consent shall be void and of no effect.

14. This Agreement may not be changed, modified or discharged except by instrument signed by NYSERDA and the Building Manager.

15. Building Manager represents that it has familiarized itself with the Building, and more particularly with the design of the Building and its systems, and that it is capable of maintaining the Building in a manner in accordance with the scope of services contained in NYSERDA's Request for

Proposals No. 1281, which shall be comparable to or better than generally found in similar properties located in the Capital Region market.

16. Nothing herein shall be construed to prohibit NYSERDA, if NYSERDA shall so elect, from performing work, providing services, or securing the performance of work or the provision of services, directly.

17. During the term of this Agreement, if a lien shall encumber the Building or any part thereof as a result of any unauthorized action or omission on the part of Building Manager, Building Manager shall discharge such lien within thirty (30) days after notice thereof from NYSERDA. If Building Manager fails to remove said lien within said thirty (30) day period, NYSERDA may cause that lien to be discharged at Building Manager's expense and recover its costs from Building Manager by deduction of all such costs and expenses from the management fee otherwise payable to the Building Manager.

18. Building Manager agrees to comply with the provisions of Exhibit B, attached hereto.

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

[BUILDING MANAGER]	NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY
By _____	By: _____
Name _____	Jeffrey J. Pitkin Treasurer
Title	

STATE OF)
) SS.:
COUNTY OF)

On this _____ day of _____, 200_, before me personally came _____, to me known, who being duly sworn, did depose and say that(s)he is the _____ of _____, the entity described in and which executed the foregoing instrument; and that (s)he is authorized to execute the foregoing instrument, and that (s)he did so execute such instrument.

_____

Notary Public

EXHIBIT A

Proposal dated _____ by
(incorporated by reference)

EXHIBIT B

REVISED 9/06

STANDARD TERMS AND CONDITIONS
FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

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

1. NON-DISCRIMINATION REQUIREMENTS. In accordance with 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, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement 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 Agreement 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 Agreement. If this is a building service Agreement 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 Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement 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.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the

submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds $5,000, the Contractor agrees, as a material condition of the Agreement, 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 Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit B, the terms of this Exhibit B shall control.

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

8. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

9. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and 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 NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

10. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

11. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

12. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

13. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding $100,000 for the purchase of goods and services:

Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).

Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).

Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

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EXHIBIT C

PART 504

PROMPT PAYMENT POLICY STATEMENT

Section 504.1 Purpose and applicability. (a) The purpose of this Part is to implement section 2880 of the Public Authorities Law by detailing the authority's policy for making payment promptly on amounts properly due and owing by the authority under contracts. This Part constitutes the authority's prompt payment policy statement as required by that section.

(b) This Part generally applies to payments due and owing by the authority to a person or business in the private sector under a contract it has entered into with the authority on or after May 1, 1988. This Part does not apply to payments due and owing:

(1) under the Eminent Domain Procedure Law;

(2) as interest allowed on judgments rendered by a court pursuant to any provision of law except Section 2880 of the Public Authorities Law;

(3) to the Federal government; to any state agency or its instrumentalities; to any duly constituted unit of local government, including but not limited to counties, cities, towns, villages, school districts, special districts or any of their related instrumentalities; to any other public authority or public benefit corporation; or to its employees when acting in, or incidental to, their public employment capacity;

(4) if the Authority is exercising a legally authorized set-off against all or part of the payment; or

(5) if other State or Federal law or rule or regulation specifically requires otherwise.

Section 504.2 Definitions. As used in this Part, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Authority" means the New York State Energy Research and Development Authority.

(b) "Contract" means an enforceable agreement entered into between the Authority and a contractor.

(c) "Contractor" means any person, partnership, private corporation, or association:

(1) selling materials, equipment or supplies or leasing property or equipment to the Authority pursuant to a contract;

(2) constructing, reconstructing, rehabilitating or repairing buildings, highways or other improvements for, or on behalf of, the Authority pursuant to a contract; or

(3) rendering or providing services to the Authority pursuant to a contract.

(d) "Date of payment" means the date on which the Authority requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a payment.

(e) "Designated payment office" means the Office of the Authority's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(f) "Payment" means provision by the Authority of funds in an amount sufficient to satisfy a debt properly due and owing to a contractor and payable under all applicable provisions of a contract to which this Part applies and of law, including but not limited to provisions for retained amounts or provisions which may limit the Authority's power to pay, such as claims, liens, attachments or judgments against the contractor which have not been properly discharged, waived or released.

(g) "Prompt payment" means a payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Part in order for the Authority not to be liable for interest pursuant to Section 504.6.

(h) "Payment due date" means the date by which the date of payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Part, in order for the Authority not to be liable for interest pursuant to Section 5.06.

(i) "Proper invoice" means a written request for a contract payment that is submitted by a contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as the Authority may reasonably require, including but not limited to any requirements set forth in the contract; and addressed to the Authority's Controller, marked "Attention: Accounts Payable," at the designated payment office.

(j)(1) "Receipt of an invoice" means:

(i) if the payment is one for which an invoice is required, the later of:

(a) the date on which a proper invoice is actually received in the designated payment office during normal business hours; or

(b) the date by which, during normal business hours, the Authority has actually received all the purchased goods, property or services covered by a proper invoice previously received in the designated payment office.

(ii) if a contract provides that a payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the contract requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced the Authority for the portion working, completed or delivered, the Authority will not be in receipt of an invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(k) "Set-off" means the reduction by the Authority of a payment due a contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the contractor to the Authority.

Section 504.3 Prompt payment schedule. Except as otherwise provided by law or

regulation or in Sections 504.4 and 504.5 of this Part, the date of payment by the Authority of an amount properly due and owing under a contract shall be no later than 30 calendar days, excluding legal holidays, after such receipt.

Section 504.4 Payment procedures. (a) Unless otherwise specified by a contract provision, a proper invoice submitted by the contractor to the designated payment office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the designated payment office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by the Authority.

(b) The Authority shall notify the contractor within 15 calendar days after receipt of an invoice of:

(1) any defects in the delivered goods, property or services;

(2) any defects in the invoice; and

(3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If the Authority fails to notify a contractor of a defect or impropriety within the fifteen calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the contractor. If the Authority fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the payment due date shall be calculated using the original date of receipt of an invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, the Authority shall make payment, consistent with any such correction or resolution and the provisions of this Part.

Section 504.5 Exceptions and extension of payment due date. The Authority has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Part, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the payment due date:

(a) If the case of a payment which a contract provides will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by the contract or other State or Federal mandate has not been submitted to the Authority on a timely basis, then the payment due date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to the Authority and the date when the Authority has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the contractor is specifically required by the contract or by other State or Federal mandate, whether to be performed by or on behalf of the Authority or another entity, or is specifically permitted by the contract or by other State or Federal provision and the Authority or other entity

with the right to do so elects to have such activity or documentation undertaken, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date when any such activity or documentation has been completed, the Authority has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the contract, prior to payment, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date when the State or Federal agency, or other contributing party to the contract, has completed the inspection, advised the Authority of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to the Authority, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date when such funds are made available to the Authority.

Section 504.6 Interest eligibility and computation. If the Authority fails to make prompt payment, the Authority shall pay interest to a contractor on the payment when such interest computed as provided herein is equal to or more than ten dollars. Interest shall be computed and accrue at the daily rate in effect on the date of payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a payment shall be computed for the period beginning on the day after the payment due date and ending on the date of payment.

Section 504.7 Sources of funds to pay interest. Any interest payable by the Authority pursuant to this Part shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related contract payment.

Section 504.8 Incorporation of prompt payment policy statement into contracts. The provisions of this Part in effect at the time of the creation of a contract shall be incorporated into and made a part of such contract and shall apply to all payments as they become due and owing pursuant to the terms and conditions of such contract, notwithstanding that the Authority may subsequently amend this Part by further rulemaking.

Section 504.9 Notice of objection. Unless a different procedure is specifically prescribed in a contract, a contractor may object to any action taken by the Authority pursuant to this Part which prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to the Authority. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the address set forth in Section 504.2(e). The Vice President of the Authority, or his or her designee, shall review the objection for purposes of affirming or modifying the Authority's action. Within 15 working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the contractor either that the Authority's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed 30 working days.

Section 504.10 Judicial Review. Any determination made by the Authority pursuant to this Part which prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules.

Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Part or any other review procedure that may be specified in the contract or by other law, rule, or regulation.

Section 504.11 Court action or other legal processes. (a) Notwithstanding any other law to the contrary, the liability of the Authority to make an interest payment to a contractor pursuant to this Part shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by the Authority after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

Section 504.12 Amendments. These regulations may be amended by resolution of the Authority, provided that the Chair, upon written notice to the other Members of the Authority, may from time to time promulgate nonmaterial amendments of these regulations.

EXHIBIT D

NYSERDA RFP No. 1281
(incorporated by reference)

EXHIBIT E

Prevailing Wage Rates

[Current prevailing wage rates for Saratoga County issued by the NYS Department of Labor to be attached.]