

**PROJECT LABOR AGREEMENT
COVERING THE PHILIPSE MANOR HALL- OUR WHOLE HISTORY PROJECT**

ARTICLE 1- PREAMBLE

WHEREAS, New York State Office of Parks, Recreation and Historic Preservation, ("NYS Parks"), desires the efficient, safe, quality, and timely completion of a construction project relating to the Philipse Manor Hall – Our Whole History Project in a manner designed to afford the lowest reasonable costs to the NYS Parks, and the Public it serves, and the advancement of permissible statutory objectives;

WHEREAS, the NYS Parks has engaged Seeler Engineering, P.C. ("Seeler") to undertake an analysis of whether the use of a Project Labor Agreement will best serve the NYS Parks interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations such as the impact of delay, the possibility of cost saving advantages, and any local history of labor unrest; and

WHEREAS, Seeler's *Report Project Labor Agreement Benefits Analysis*, dated March 29, 2021 ("*Report*"), concluded that use of a Project Labor Agreement would provide NYS Parks with measurable economic benefits and would promote NYS Parks interest in obtaining the best work at the lowest prices as well as preventing favoritism, fraud and corruption; and

WHEREAS, the NYS Parks has carefully reviewed and considered Seeler's *Report* and finds that a PLA would satisfy the criteria as set forth in Section 222 of New York State Labor Law and has issued a directive, dated April x, 2021 to pursue a PLA: and

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, inter alia, by:

- (1) providing a mechanism for achieving the most cost efficient means of construction, including direct labor cost savings;
- (2) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes and promoting labor harmony and peace for the duration of the Project;
- (3) standardizing the terms and conditions governing the employment of labor on the Project;
- (4) permitting wide flexibility in work scheduling and shift hours and times;
- (5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (6) furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry; and
- (7) ensuring a reliable source of skilled and experienced labor and,

WHEREAS, the New York State Building and Construction Trades Council, the

Building and Construction Trades Council of Westchester and Putnam Counties, New York, AFL-CIO and its affiliated local Unions and their members, desire the stability, security and work opportunities afforded by a Project Labor Agreement; and

WHEREAS, the Parties desire to maximize Project safety conditions relating to the Project;

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1.1 PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into for certain construction work to be performed as part of the "Philipse Manor Hall – Our Whole History Project" (as defined below) by and between: (i) the Prime Contractor for this Project and (ii) the Building and Construction Trades Council of Westchester and Putnam Counties, New York, AFL-CIO, on behalf of itself and its affiliated local union members; and (iii) the signatory Local Unions on behalf of themselves and their members.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 2.1 DEFINITIONS

Throughout this Agreement:

(A) "Union Parties" and "Unions" means the Building and Construction Trades Council of Westchester and Putnam Counties, AFL-CIO and the Local Unions individually and collectively;

(B) "Local Union(s)" means the Local Unions that sign this Agreement, individually and collectively;

(C) "Project" means Philipse Manor Hall – Our Whole History;

(D) "Project Work" means the construction of a new service wing onto the existing Philipse Manor structure, the reconstruction/rehabilitation of various components of the Philipse Manor and cottage structures on the grounds and site work and landscaping, as more fully set forth in Article 3, Section 3.1;

(E) New York State Office of Parks, Recreation and Historic Preservation or its designated representative is referred to as the "NYS Parks" or "Owner";

(F) "Construction Manager" or "CM" means ARCADIS, US, Inc. working as Agent for NYS Parks and will not perform work covered under this Agreement;

(G) "Prime Contractor" or "PC" means the contractor holding the contract for the Project Work with NYS Parks;

(H) "Contractor(s)" means the Prime Contractor and each subcontractor, of whatever tier engaged in on-site construction work on the Project within the scope of this Agreement as defined in Article 3; and

(I) "WBTC" means the Building and Construction Trades Council of Westchester and Putnam Counties, New York, AFL-CIO.

Wherever in this Agreement the Construction Manager is authorized or permitted to take any action, such action may be taken by either the Construction Manager or its designee. Whenever in this Agreement the NYS Parks is authorized or permitted to take any action, such action may be taken by either the NYS Parks or its designee.

SECTION 2.2 CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (1) the Agreement is signed by the WBTC and the Local Unions having jurisdiction over the Project work and is approved by the National Building and Construction Trades Department, AFL-CIO; (2) the Agreement is signed by the Prime Contractor; (3) the Agreement is approved by the NYS Building & Construction Trades Council; and (4) the Agreement is authorized by the NYS Parks.

SECTION 2.3 ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions, and their affiliates and all Contractors performing on-site Project Work as defined in Article 3. Contractors shall include in any subcontract that they let for performance during the term of this Agreement a requirement that their Subcontractors, of whatever tier, become bound by this Agreement with respect to subcontracted work performed within the scope of Article 3 and require that each Subcontractor, of whatever tier, sign a letter of assent (Schedule B). The Contractors shall use their best care, skill and diligence in supervising and directing all work on the Project. This Agreement shall be administered by the Prime Contractor, for the benefit of NYS Parks, which is an intended third-party beneficiary of this Agreement.

SECTION 2.4 SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A, represents the complete understanding with respect to the Project and supersedes any national agreement, local agreement or other collective bargaining agreement except for all work performed under the NTL Article of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, or the National Agreement of the International Union of Elevator Constructors, those agreements shall apply (except that notwithstanding the foregoing National Agreements, Articles 7, 9, and 10 of this Agreement shall still apply). Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. If this Agreement is silent on any matter addressed in the applicable Schedule A agreement, the Schedule A agreement shall govern. It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, the Contractors will not be obligated to sign any other local, area, or national agreement.

SECTION 2.5 LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The CM, NYS Parks, and any other Contractor shall not be liable for any violations of this Agreement by any other Contractor; and the WBTC and each Local Union shall not be liable for any violations of this Agreement by any other Local Union. No grievance shall be brought directly against NYS Parks or the Construction Manager under this Agreement. Further, no arbitration decision or award may provide retroactivity of more than twenty (20) days prior to the date of service of a written grievance as described herein, or prior to award and approval of the underlying Contract by the New York Office of the State Comptroller to complete the Project, whichever is lessor.

SECTION 2.6 NYS PARKS – BID SPECIFICATIONS

The NYS Parks shall require in its bid specifications for any Contractor for work within the scope of Article 3, Section 3.1, that each subcontractor shall execute the Letter of Assent in Schedule B and to become bound by this Agreement. The NYS Parks is not a party to this Agreement and shall not be liable in any manner under this Agreement; but the NYS Parks is an intended third-party beneficiary of this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the NYS Parks (or its designee) in determining which Contractors shall be awarded contracts for Project work. It is further understood that the NYS Parks has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on the Project, or, in the case of NYS Parks, to undertake any of the work itself without regard to this Agreement.

SECTION 2.7 AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement shall be made available to, and shall fully apply to any Contractor who executes the Letter of Assent (and to its Subcontractors of any tier who execute the Letter of Assent), without regard to whether that Contractor (or its Subcontractors) performs work at other sites on either a union or non-union basis and without regard to whether employees of such Contractor (or its Subcontractors) are, or are not, members of any unions. The Prime Contractor shall provide the WBTC a copy of the signed Letter of Assent for each Contractor and Subcontractor prior to the Contractor or Subcontractor performing any work on the Project. This Agreement shall not apply to the work of any Contractor which is performed at any location other than the Project site.

ARTICLE 3 - SCOPE OF THE AGREEMENT

The Project work covered by this Agreement shall be as defined and limited by the following sections of this Article.

SECTION 3.1 THE WORK

This Agreement shall only apply to Project Work as defined in this Article.

Subject to the exclusions in this Article, Project Work means that work defined as all work related to the NYS Parks Project Number TA-PM-2022-001 the Philipse Manor Hall – Our Whole History Project as delineated by construction contract documents.

To the extent there is any conflict between the above general description and the NYS Parks' express designation of work (or the absence of any designation) in its bid specifications, the NYS Parks express designation (or absence of designation) shall be controlling and determinative of whether work is Project Work within the scope of this Agreement. Any work not included in the NYS Parks' bid specifications is not covered Project Work under this Agreement.

Specifically excluded from coverage under this Agreement is all work bid and/or awarded prior to the execution of this Agreement and approved by the NYS Parks; maintenance and repair work performed in the normal course of NYS Parks operations; any work completed by the Exhibitions Contract; any work to be completed by the NYS Parks;

off-site work not subject to coverage under Section 220 of the New York State Labor Law.

SECTION 3.2 NO INTERFERENCE

Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work or function which may occur at the Project Site or be associated with the development of the Project Site.

SECTION 3.3 TIME LIMITATIONS

This Agreement shall be limited to Project Work performed under NYS Parks construction contracts which are both bid and awarded after the effective date of this Agreement. This Agreement shall terminate when the project is accepted by the NYS PARKS.

In addition to falling within the scope of Article 3, Section 1, to be covered by this Agreement, Project Work must be (1) advertised and let for bid after the effective date of this Agreement, and (2) let for bid prior to a date to be announced, the expiration date of this Agreement. It is understood that this Agreement, together with all of its provisions, shall remain in effect for all such Project Work until completion, even if not completed by the expiration date of the Agreement.

This Agreement may be extended by mutual written agreement of the parties

SECTION 3.4 EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing work on the Project:

- a. Superintendents, Supervisors (excluding General and Forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees and all professional, engineering, administrative and management persons.
- b. The NYS Parks, any State or Federal agency, authority or entity or any municipality or other public employer, and any of their employees; the NYS Parks' designee, inclusive of the CM as Agent who will not, by scope of its contract or any amendment thereof perform covered work and its employees; and any operations contractor, and its employees, employed by the NYS Parks,
- c. Employees of equipment manufacturers or factory technicians involved in on-site installation or warranty work who participate in a supervisory capacity.
- d. Employees of equipment suppliers performing or assisting in on-site equipment installation or warranty work will work with the respective craft having jurisdiction over such work. The craft must have a certified or qualified (trained) person to assist in the work.
- e. Persons engaged in laboratory, geophysical or other specialty testing, inspections or surveying firm not ordinarily done by a member of a Trade Union.
- f. Individuals engaged in surveying as direct hires of a Contractor, rather than pursuant to a professional services contract with the NYS Parks, or any other professional consultants, are covered by this Agreement.

- g. Excluded employees shall not apply to the general foreperson and field craft surveyors who are performing work traditionally done by members of IUOE Local 15D and/or which is covered by the Local 15D Surveying and Consultant agreements.”
- h. Persons engaged in ancillary Project Site work performed by third parties such as electrical utilities, gas utilities, telephone companies and railroads.
- i. Employees, workers, entities and sub-contractors engaged in off-Project site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of components, materials, equipment, modules or machinery or involved in deliveries of those items to and from the Project site’s designated drop off points. However, any operation of vehicles on the Project site, site preparation and staging areas, delivery of construction equipment, and, to the fullest extent permitted by law, deliveries made within the geographic jurisdiction of the International Brotherhood of Teamsters Local 456 Exhibit B CBA of major building and construction materials, including but not limited to, fuel oil for construction vehicles and equipment on the Project Site, site preparation, and staging areas, ready mix concrete, dynamite, concrete block, lumber, and aggregates, such as, fill, sub-base stone/gravel, and item 4, shall not be excluded and are covered by this Agreement. The Employer, to the fullest extent permitted by law, shall subcontract for the delivery of redi-mix concrete only to companies whose wages and other economic benefits are equivalent to the area standards established by the Union unless said companies are unable or unwilling to supply redi-mix concrete to the Employer.

SECTION 3.5 NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor which do not perform work at the Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among NYS Parks, the Construction Manager and/or any other Contractor. The Agreement shall not apply to the NYS Parks or any state agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the NYS Parks or its employees or any NYS Parks or state authority, agency or entity and its employees from performing on or off-site work related to the Project. As the contracts which comprise the Project Work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are designated in writing (copy to Local Union involved) by the CM as work to be performed under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 4.1 PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Project Work within the scope of this Agreement as defined in Article 3.

SECTION 4.2 UNION REFERRAL

A. The Contractors agree to hire Project craft employees covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the

qualifications set forth in items 1, 2 and 4 of subparagraph B) established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement), and the Unions agree to provide such craft employees (including apprentices) to all Contractors on a non-discriminatory basis. Notwithstanding this, the Contractors shall have sole right to determine the competency of all referrals; the number of employees required; and the sole right, subject to Owner's site policies and contractual reservation of rights, to reject any applicant referred by a Local Union. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period, excluding Sundays and holidays, after such requisition is made by the Contractor, the Contractor may employ qualified applicants from any other available source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of Project craft employees hired within its jurisdiction from any source other than referral by the Union.

B. A Contractor NOT SIGNATORY TO ANY Schedule A collective bargaining agreement may request by name its core employee(s), and the Local must honor, referral of persons who have applied to the Local for Project work and who meet the following qualifications:

- (i) possess any license required by NYS law for the Project work to be performed;
- (ii) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;
- (iii). were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
- (iv) have the ability to safely perform the basic functions of the applicable trade.

No more than 12.5 percent of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions in this paragraph B above (any fraction shall be rounded to the next highest whole number). Craft forepersons and/or general forepersons shall be included in this 12.5 percent. The Contractor may hire per craft, seven (7) employees referred by the applicable trade or craft, then one (1) employee who is employed by the Contractor, and shall repeat the process, seven and one, until the crew requirements for that craft are met. If requested by the appropriate Union, a Contractor utilizing this provision for by-name referrals shall furnish the Union with a written certification that the individuals requested for referral meet the requirements of (1) - (4) above.

Notwithstanding Section 4.2(B) above, certified Minority- and Women-Owned Business Enterprises and Service-Disabled Veteran-Owned Business (M/W/SDVOB) contractors identified in the contractors approved M/W/SDVOBE utilization plan may use the special provisions in Schedule D.

SECTION 4.3 NON-DISCRIMINATION IN REFERRALS

The Local Unions represent that their hiring halls and referral systems shall be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment

applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4.4 MINORITY/FEMALE REFERRALS

The Unions recognize and acknowledge that Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex (including gender identity or expression), sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to acknowledge that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex (including gender identity or expression), sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

SECTION 4.5 CROSS AND QUALIFIED REFERRALS

The Local Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions shall exert their utmost efforts to recruit sufficient numbers of skilled and qualified crafts employees to fulfill the requirements of the Contractor.

SECTION 4.6 UNION DUES

Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work. No employee shall be discriminated against at the Project Site because of the employee's union membership or lack thereof. Each Contractor shall be responsible for and guarantee the payment of all remittance to the appropriate Local Union of the applicable union dues or agency shop fee payable by its employees working on the Project.

The PC, in order to ensure the full and timely remittance of all union dues and fringe benefit funds, including but not limited to Health and Welfare, Pension, Annuity, Legal Service, Education and Training, SUB, Apprenticeship (hereinafter "Funds" or "Fund") due the affiliated Local Unions as provided for in all applicable Collective Bargaining Agreements between the Local Unions and Contractors which have contracted to perform Project Work, agrees that it will, upon written notification to the PC, the Construction Manager and the NYS Parks of not more than fifteen (15) days from the date of a default from any affiliated Local Union that a Contractor has become delinquent in the payment of Fund contributions due in connection with Project Work, shall withhold payment on all monies due or which may become due to the delinquent Contractor up to the amount alleged

to be owed for the Project Work. The CM and NYS Parks shall take all appropriate actions to resolve the matter to the satisfaction of all Parties involved including payment of all such funds paid to the complaining Local Union in the form of a dual party check which would then be applied against the amount owed by the defaulting Contractor.

The defaulting Contractor shall be allowed a period of ten (10) working days from the date of notification to produce a written letter signed by the Business Manager of the complaining Local Union that the amount in default has been paid in full and the Contractor is current in the remittance of Funds or a bona-fide explanation acceptable to the complaining Local Union of why in the Contractor's opinion the amounts are not due as alleged. In the event of such a bona-fide dispute, The PC, Construction Manager and the NYS PARKS will use its best efforts to resolve such matters and take action it then deems appropriate.

No monies shall be paid to the delinquent Contractor, who may request arbitration of the dispute in accordance with Article 7. In the event such a letter is not delivered to the PC, Construction Manager and NYS Parks within ten (10) working days from the date of notification to the defaulting Contractor, the PC, shall issue a two party check to the Fund Administrator of the complaining Local Union in the form of a dual party check which would then be applied against the amount owed by the defaulting Contractor.

SECTION 4.7 CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor. All forepersons shall take orders exclusively from the designated Contractor representatives. All forepersons shall be designated as working forepersons at the request of the Contractor.

ARTICLE 5 - UNION REPRESENTATION

SECTION 5.1 LOCAL UNION REPRESENTATIVE

Each Local Union signatory to this Agreement shall be entitled to designate a representative, and/or the Business Manager, who shall be afforded reasonable access to the Project.

SECTION 5.2 STEWARDS

(a) Each Local Union shall have the right to designate from among those referred to the Project one working journeyman as a Steward and one alternate for each Contractor per shift, and shall notify the Contractor and the CM of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards on the Project and there is no requirement that a particular Steward be assigned to work a shift if it will result in overtime.

(b) In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor; such activities, however, are not to interfere with the Steward's work unless an emergency situation exists. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, Subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor shall not discriminate against the Steward in the proper performance of Union duties.

(c) The Stewards shall not have the right to determine when overtime

shall be worked or who shall work overtime.

SECTION 5.3 LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 6.1 RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, or in required compliance with the directives of NYS Parks or the CM, including standard restrictions related to security and access to the site that are equally applicable to Owner or CM employees, guests, or vendors, Contractors retain full and exclusive authority for the management of their operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the employment of Foreman as Contractors staff; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; and the requirement, timing and number of employees to be utilized for overtime work. Nothing contained herein shall be construed so as to allow direction of an Employee to perform work outside the jurisdiction of that Employee's Labor Union affiliation, if any. No rules, customs, or practices which limit or restrict productivity or efficiency of the individual (as determined by the Contractor) and/or joint working efforts with other employees shall be permitted or observed.

SECTION 6.2 MATERIALS, METHODS & EQUIPMENT

With respect to work which falls outside the scope of this Agreement, there shall be no limitation or restriction upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source, with the exception of pre-tied wire or welded reinforcing steel. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work pursuant to an applicable Collective Bargaining Agreement; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specialized or unusual equipment or facilities as designated by the Contractor. Except to the extent otherwise agreed to by the parties in this writing, all electrical and electronic work, including but not limited to, the installation, repair and maintenance of all building maintenance wiring systems, telephone, data fire alarm, signs, tv, security wiring and devices, sound and alarm systems and building automation systems, shall be performed under the Local Agreement of IBEW Local 3

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 7.1 NO STRIKES-NO LOCK OUT

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at or in proximity to any Project Work site for any reason by any Union or employee against any Contractor or employer while performing work at the Project. There shall be no other Union, or concerted or employee activity which disrupts or interferes with traffic (vehicular or pedestrian) in or around the Philipse Manor Hall site or any access roads to or from either, or with the operation of the NYS Parks, the Construction Manager, or any Contractor or Subcontractor in or around the Philipse Manor Hall site. Failure of any Union or employee to cross any picket line or banner line established by any union, signatory or non-signatory to this Agreement, or the picket, banner or demonstration line of any other organization, at or in proximity to the Project Site or any other site where Project Work is performed or could be adversely affected is a violation of this Article. There shall be no lockout on Project Work by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 7.1 and to ensure uninterrupted construction, the free flow of traffic in, out and around Project sites, and unimpeded operation of NYS Parks, the Construction Manager, and the Contractor facilities for the duration of this Agreement.

SECTION 7.2 DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 working days.

SECTION 7.3 NOTIFICATION

If a Contractor contends that any Union has violated this Article, it shall notify the WBTC of the Local Union involved, with copies of the notification to the Local Union. The WBTC shall instruct, order and otherwise use its best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. If the WBTC complies with these obligations, it shall not be liable for the unauthorized acts of a Local Union or its members.

SECTION 7.4 EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 7.1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

A. A party invoking this procedure shall notify Douglas Bantle, Robert Rabin, Jeffrey Selchick, Tom Hines (individuals recognized by both Local Unions and by the NYS Parks as experienced and impartial arbitrators) who shall alternate as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within 48 hours of notice, the next Arbitrator on the list shall be called. Copies of such notification shall be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, the WBTC, and the Contractor.

B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council, the CM and NYS PARKS, hold a hearing within 48 hours of receipt (excluding Sundays and holidays) of the notice invoking the procedure if it is contended that the violation still exists. The hearing shall not, however, be scheduled for less than 24 hours (excluding Sundays and holidays) after the notice required by Section 7.3, above.

C. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor and Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

D. The sole issue at the hearing shall be whether a violation of Section 7.1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within 3 hours after the close of the hearing and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

E. NYS Parks and the CM (or such other designee of the Owner) may participate in full in all proceedings under this Article.

F. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union and Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

G. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

H. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 7.5 ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 7.1, above, may have recourse to the procedures of Article 9 to determine only if

the employee did, in fact, violate the provisions of Section 7.1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8 - LABOR MANAGEMENT COMMITTEE

SECTION 8.1 SUBJECTS

The Project Labor Management Committee shall meet on a regular basis to:

- 1) promote harmonious relations among the Contractors and Unions;
- 2) enhance safety awareness, cost effectiveness and productivity of construction operations;
- 3) protect the public interest;
- 4) discuss matters relating to staffing and scheduling with safety and productivity as considerations; and
- 5) review Affirmative Action and equal employment opportunity matters pertaining to the Project.

SECTION 8.2 COMPOSITION

The Committee shall be comprised of three designees of the WBTC (all designees shall be local representatives) a representative of the Construction Manager and two other representatives appointed by the NYS Parks. Representatives of the Local Unions and Contractors involved in the issues being discussed may participate. The Committee may elect its own chair. The Committee may conduct business through mutually agreed sub-committees.

SECTION 8.3 MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND SERVICE-DISABLED VETERAN-OWNED BUSINESS RECRUITMENT

The Owner, Construction Manager and Unions recognize the need to promote opportunities for local MBE, WBE, and SDVOB contractors and sub-contractors and will strive to achieve an overall project goal consistent with Article 15a of the Executive Law of New York and consistent with the objectives of this project. The parties will confer through Labor/Management sub-committee to develop a qualified list of MBE/WBE/SDVOB contractors, develop community outreach and recruitment programs, informational recruitment seminars and other such activities as scheduled by the NYS Parks, or the CM as well as active individual Contractor outreach to encourage participation.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 9.1 CLOSE COOPERATION

This Agreement is intended to provide close cooperation between management and labor. Each of the Unions shall assign a local representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

SECTION 9.2 IMPORTANCE TO ALL PARTIES

The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

SECTION 9.3 PROCEDURE

Any question involving an interpretation expressly related to this Agreement or dispute arising out of and during the term of this Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1:

(a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she shall, through the Local Union business representative or job steward, within five (5) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been aggrieved. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor, the PC, the Construction Manager and NYS Parks, shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the involved Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the PC, CM and NYS Parks) at the conclusion of the meeting but no later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party, may, within forty-eight (48) hours thereafter, pursue Step 2 of the grievance procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or any Contractor have a dispute with the other party (excepting jurisdictional disputes) and, after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2:

The International Union Representative and the involved Contractor, shall meet within seven (7) working days of referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provision of Step 3 within seven (7) calendar days thereafter.

Step 3:

(a) If the grievance has been submitted but not resolved under Step 2, either party may request in writing within seven (7) calendar days thereafter, that the grievance be submitted to Douglas Bantle, Robert Rabin, Jeffrey Selchick, or Tom Hines (individuals recognized by both Local Unions and by NYS Parks as experienced and impartial arbitrators) who shall act, alternately, as the Arbitrator under this procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union(s).

(b) Failure of the grieving party to adhere to the time limits herein shall render the grievance null and void. These time limits may be extended only by written consent of the involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify

any provision of this Agreement.

SECTION 9.4 PARTICIPATION BY THE PC, CONSTRUCTION MANAGER AND NYS PARKS

The PC, Construction Manager and NYS Parks shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 10.1 ASSIGNMENT

The assignment of the work shall be solely the responsibility of the Contractor performing the work involved, subject to the pre-job conference. and such work assignments shall be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (“the Plan”) or any successor Plan except as noted in 10.3 below.

SECTION 10.2 PRE-JOB CONFERENCE

Each Contractor or subcontractor of any tier shall conduct a pre-job conference with the Council prior to commencing work. Each Contractor or subcontractor of any tier shall contact the WBTC President to arrange an acceptable time and place to meet with representatives of the signatory unions prior to commencing work. The PC, Construction Manager and the NYS Parks shall be advised in advance of all such conferences and may participate if they wish. A completed Letter of Assent Schedule B shall be submitted prior to the Pre-Job Conference meeting for any tier contractor.

The purpose of the pre-job conference shall be for the Council and signatory unions to gain an understanding of the Contractor’s proposed work assignments, the standard work day and work week, the number of employees to be employed, and to confirm the method of referral, the applicable wage rates and fringe benefit contributions and any other matters in accordance with this Agreement.

In conjunction with the pre-job conference, each Contractor shall complete the attached Pre-Job Questionnaire form (Schedule C) identifying all Subcontractors and indicating what trades will be used to perform the Project work (proposed trade assignment). This form shall be submitted to the WBTC at least fourteen (14) days in advance of the commencement of work. If any Local Union(s) objects or disagrees to the Proposed Trade Assignment of either the Contractor or Subcontractor, the Local Union will state its objection and there shall be a good faith discussion among the Contractor or Subcontractor and the objecting Local Union and other affected Unions to resolve objections to the trade assignment. If no resolution is reached, any involved Local Union may submit their position in writing together with support documentation within seven (7) calendar days to the Contractor or Subcontractor with a copy to all affected Local Unions. The Contractor or Subcontractor will review all submitted supporting documentation regarding the Proposed Trade Assignments and will submit to the Contractor, the WBTC, and all affected Local Unions a “Final Trade Assignment” letter within fourteen (14) days calendar days of the pre-job meeting at which the Proposed Trade Assignments were made. Any unresolved disputes concerning trade assignments shall be handled in accordance with Section 10.1, 10.2, and 10.3 of this Article in accordance with the present Plan established by the Building and Construction Trades Department.

SECTION 10.3 PROCEDURE FOR SETTLEMENT OF DISPUTES

All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, bound by this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department provided however, that disputes concerning intra-trade assignments (assignments between trades within the same International Union) will be determined by the applicable International Union. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

SECTION 10.4 NO INTERFERENCE WITH WORK

All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

SECTION 10.5 AWARD

Jurisdictional award pursuant to this article shall be final and binding on the disputing Unions and the involved Contractor on this project only and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement.

SECTION 10.6 LIMITATIONS

Awards made under this Article shall determine only to whom the disputed work belongs. The deciding person or group hereunder shall have no authority to (a) assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved; (b) assign the work to employees who are not qualified to perform the work involved; or (c) assign work being performed by non-union employees to union employees. This provision does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than one (1) employee is needed for the job.

ARTICLE 11- WAGES AND BENEFITS

SECTION 11.1 CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base, straight time hourly wage rates applicable for the respective job classifications specified in the attached Schedule A. The term "straight time" in this Agreement shall mean the hourly wage rate applicable for those classifications as required by the Schedule A.

SECTION 11.2 EMPLOYEE BENEFITS/SUPPLEMENTS

A. Unless expressly provided differently in this Agreement, Contractors agree to pay employee benefits/supplements on behalf of all of their employees covered by this Agreement in the amounts required by the applicable Schedule A.

Except as provided below and in 11.2B, the Contractors agree that such

payments shall be made to those established jointly trustee employee benefit funds designated in Schedule A, and in the amounts so designated. Bona fide jointly trustee fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added if they similarly fall within Section 220. Under no circumstances is a Contractor required to pay benefits except as required under Schedule A or otherwise explicitly required by this Agreement.

B. Notwithstanding Section 11.2A, Contractors who designate employees pursuant to Article 4.2 Section B, may satisfy the above benefit obligation with respect to those employees by: (i) providing those employees with coverage under their own bona fide private benefit plans, provided such plans satisfy the requirements of the Internal Revenue Code, (ii) by electing to pay into the applicable jointly held trustee funds designated on Schedule A on their behalf, or (iii) by paying the full amount of such benefit to the employee in employee's wages. When the benefit payments are paid into private plans, the payments to be made on behalf of those employees must equal the total supplement amount set forth at the Schedule A referred in Section 1, and any shortfall must be paid to the employee in employee's wages.

The option for a private plan equivalent supplement shall not apply to contributions into Joint Apprentice Training Committee (JATC) or similar apprentice funds designated on Schedule A if the Contractor does not have an apprentice training program approved by the Department of Labor. Upon request by the Council, any contractor providing coverage to Article 4, Section 2B employees under private benefit plans will provide the Council with documentation of benefit payments made to individual employees during the term of their employment on the Project.

C. Contractors who exercise the option under Section 11.2B of this Article to pay into their own private benefit plans rather than the applicable jointly trustee funds designated in Schedule A shall be responsible for and guarantee employee benefit/supplement payments and shall indemnify and hold harmless the jointly trustee funds designated in Schedule A against any and all benefit/supplement claims by its employees.

D. Contractors who contribute to jointly trustee funds under this Section agree to be bound by the written terms of the legally-established jointly trustee Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees for whom this Agreement requires such benefit Payments. Notwithstanding the foregoing, a Contractor's liability shall be at all times limited to the amount of contributions required to be made to the Trust Funds.

E. Each Contractor shall be responsible for and guarantee the payment of all required fringe benefits on the Project Site. Prior to the Construction Manager confirming to NYS Parks a payment application by the PC is acceptable for Project Site work, the Construction Manager will notify the applicable Union and any fund to which the PC or subcontractor is contributing that a payment application will be recommended for the PC or subcontractor. Notification, which may be by fax and email at the numbers and addresses provided by each union prior to the start of project work, which may be revised from time to time by giving notice to the other Party, will provide that the fund has 48 hours from the time

the fax or email is sent in which to advise the Construction Manager and the NYS Parks of any current contribution delinquencies for the PC or subcontractor. If written notice of such a delinquency is received by the Construction Manager and the NYS Parks within that 48-hour period, the Construction Manager shall recommend to NYS Parks that it withhold authorization for any payment due the PC or Subcontractor the amount of that delinquency, up to the total amount due the PC and/or subcontractor, until any dispute regarding the delinquency has been resolved. If notice of a delinquency is not received by the Construction Manager and the NYS Parks within the required time periods, the Construction Manager shall have no basis upon which to recommend withholding funds and the NYS Parks shall have no basis upon which to withhold, with respect to that delinquency, any part of a payment which is otherwise due.

ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 12.1 WORK WEEK AND WORK DAY

A. The standard work week shall be a Five-Day Work Week: Monday - Friday; 5 days, 8 hours plus 1/2 hour unpaid lunch period each day consisting of 40 hours of work at straight time rates.

The Construction Manager or NYS Parks, at its sole discretion, or another Contractor with the CM's recommendation and NYS Parks permission, may modify the work week to such other schedule as may be set by the CM or NYS PARKS and may change with notice in accordance with Article 12 Section 12.1 D below.

B. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 7:30 p.m. Starting and quitting times shall occur at the Project site as designated by the CM or NYS Parks or another Contractor with the CM's recommendation and NYS Parks approval.

C. Scheduling –The CM or NYS Parks, or another Contractor with the CM's approval, shall have the option of scheduling work day hours consistent with Project requirements, the Project schedule, and minimization of public inconvenience and NYS Parks operations. When conditions beyond the control of the Contractor, including but not limited to weather, power failure, fire or natural disaster, prevent the performance of Project work on a regularly scheduled work day, or when a holiday falls during a regularly scheduled work day and is not worked, the Contractor, with approval of the CM or NYS Parks, may schedule Saturday during that calendar week in which a workday was lost, at straight time pay (except that Sundays shall be two times the base rate); provided the employees involved have not otherwise worked more than 40 hours during that work week. In the event the employees involved have actually worked more than 40 hours during that work week they shall receive time and one-half pay for the hours worked in excess of 40. Provided the Union is able to refer sufficient workers to meet a Contractor's make-up needs, an individual employee shall not be penalized for an occasional inability to work a Saturday or Sunday make-up day.

D. Notice – Not less 5 days prior notice shall be provided to the Local Union involved as to the work week and work hour schedules (including any changes in the work schedule) to be worked or such lesser notice as may be mutually agreed upon.

SECTION 12.2 OVERTIME/PREMIUM PAY

Subject to Section 12.1, overtime and/or premium pay for hours worked outside of the standard work week and work day, described in Section 12.1 A above, shall be paid in accordance with the applicable Schedule A, except that overtime/premium pay shall not exceed 1 ½ times the regular rate except Sundays, which shall be paid at 2 times the base rate. There shall be no pyramiding of overtime/premium pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime. Holiday pay, if any, will be paid in accordance with Article 12, Section 12.4 below.

SECTION 12.3 SHIFTS

A. Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with NYS Parks operations and public inconvenience. It is not necessary to work a day shift in order to schedule a second or third shift. Shifts must have prior approval of the Construction Manager or NYS Parks, and must be scheduled with not less than five work days' notice to the Local Union.

B. Second/or Third Shifts - The second shift will normally start between 4:30 p.m. and 7:30 p.m. and the third shift will normally start after 7:30 p.m. and in each case shall be paid the lesser of a shift differential of 5%, or the differential required by the applicable Schedule A. There shall be no reduction in hours worked on a second and/or third shift, except that when 3 shifts are working together, the length of one or more shifts can be reduced to accommodate a 24 hour day and only actual hours worked will be paid. A designated "night shift" shall also paid the lesser of a shift differential of 5%, or the differential required by the applicable Schedule A

C. Flexible Starting Times - Shift starting times shall be adjusted by the Contractor, with approval of the Construction Manager or NYS Parks, as necessary to fulfill Project requirements subject to the notice requirements of paragraph A. Special shifts can be created outside normal shift hours if necessary to facilitate construction and to minimize traffic congestion problems.

SECTION 12.4 HOLIDAYS

A. Schedule - There shall be 8 recognized unpaid holidays on the Project:

New Years Day	Labor Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

All said holidays shall be observed on the dates designated by New York State Law. In the absence of such designation, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday.

B. Payment - Premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

C. Exclusivity - No holidays other than those listed in Section 12.4-A above shall be recognized or observed.

SECTION 12.5 REPORTING PAY

A. Employees who report to the work location pursuant to a regular schedule and who are not provided with work, for whatever reason, shall receive the greater of an allowance for travel costs equal to four (4) hour's pay. Employees who begin work and whose work is terminated early by a Contractor, for whatever reason, shall receive a minimum of four (4) hour's pay or pay for any hours actually worked, but not both. (Such payment is in lieu of any reporting or similar pay provided for in an applicable Schedule A.) The allowance for travel costs is not to be considered as wages nor is it to be included in the calculation of any benefits.

B. When an employee who has completed their scheduled shift and left the Project site is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked at applicable straight time or overtime rates in accordance with this agreement but no less than a minimum guarantee of 1 hour, at the employee's straight time rate.

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty (unless required under Section 220), high time or other special payments of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Article 12.

SECTION 12.7 PAYMENT OF WAGES

A. Payday - Payment shall be made by check, or direct deposit drawn on a New York State bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site no later than three (3) days after the end of the work week, if mailed the check must arrive no later than three (3) days after the end of the work week. In the event that the scheduled payday is a legal holiday checks must be issued one day earlier, if the holiday/payday falls on Monday checks must be issued the Friday before. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions for gross wages.

B. Termination – Employees who are laid off shall be paid in full for that which is due them at the time of termination unless they have direct deposit, in which case the full amount due will be made according to the direct deposit schedule. The Contractor shall also provide the employee with a written explanation, setting forth the date and reason of lay off or discharge.

C. Checks that are not paid in accordance with sub-sections A and B will be assessed two (2) hours wages for each day late or the provision in the applicable Schedule A, whichever is less

SECTION 12.7 EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life, property, and/or safety of employees or others, suspend all or a portion of Project work. In such instances, employees shall be paid for actual time worked; provided, however, that when a Contractor requests that employees remain at the job site available for work, employees shall be paid for "stand-by" time at their hourly rate of pay.

SECTION 12.8 INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as the employee is able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform.

SECTION 12.9 TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out.

SECTION 12.10 MEAL PERIOD

A Contractor shall schedule an unpaid meal period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

SECTION 12.11 BREAK PERIODS

There will be no rest periods or other nonworking time established during working hours other than those referenced in this Agreement. Individual beverage containers and lunch boxes will only be permitted in specified areas designated by the contractor and or the CM or NYS Parks. There will be no food or drink other than water allowed elsewhere.

ARTICLE 13 - APPRENTICES

SECTION 13.1 RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors may employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A in a ratio of not less than 25% of the work force by craft (without regard to whether a lesser ratio is set forth in Schedule A), unless the applicable Schedule A provides for a higher percentage. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate Schedule A.

SECTION 13.2 DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the New York State Department of Labor to ensure that minorities and women are afforded every opportunity to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this Contractor effort is attained, up to 50% of the apprentices placed on this Project may be first year, minority, women or economically disadvantaged apprentices. The Local Unions shall cooperate with Contractor requests for

minority, women or economically disadvantaged referrals to meet this Contractor effort.

SECTION 13.3 HELMETS TO HARDHATS

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support networks, employment opportunities and other needs as identified by the parties.

The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions shall give credit to such veterans for bona fide, provable past experience.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 14.1 SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA mandated safety requirements are maintained at all times on the Project Site. The employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the NYS Parks, the Construction Manager, and the Contractor from injury or harm. Failure to do so will be grounds for discipline, including termination. Prevention of accidents at the Project Site is the responsibility of the Contractors, its employees, subcontractors, suppliers, persons, and any other entity at the site. The Contractors will establish their own programs implementing safety measures, policies, and standards conforming to those required by OSHA and any project specific safety plan, whichever is stricter. The NYS Parks and the Construction Manager are not responsible for identifying unsafe practices and NYS Parks or the Construction Manager’s failure to stop the Contractors’ unsafe practices will not relieve the Contractor of the responsibility therefore.

SECTION 14.2 CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors, the Construction Manager or the NYS Parks for this Project. Such rules will be published and posted in conspicuous places throughout the Project. Specialized safety related training may be required to conduct work in or around the Project work zones. Such specialized training shall be at the expense of the Contractor if so required to complete the work.

SECTION 14.3 INSPECTIONS

NYS Parks, the Construction Manager, and the Contractors retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 - NO DISCRIMINATION

SECTION 15.1 COOPERATIVE EFFORTS

The Contractors and Unions agree that they shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status, age, union or non-union status, real or perceived sexual orientation or any other status protected by law, in any manner prohibited by law or regulation. It is recognized that special procedures may be established by Contractors and Local Unions and the New York State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement shall assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project. Nothing in this section shall be grievable.

SECTION 15.2 LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE 16 - GENERAL TERMS

SECTION 16.1 PROJECT RULES

The PC, Construction Manager, NYS Parks and/or other Contractors may establish from time to time such reasonable Project rules as are necessary for the good order of the Project. The PC, CM, NYS Parks and each Contractor shall make every effort to make the rules uniform across the project and shall review the rules in the Labor Management Committee prior to implementation. It is agreed that such rules may include pre-hire and post-hire alcohol and/or drug testing rules, including but not limited to post-accident testing, applicable to all covered employees, provided those rules utilize testing procedures and standards as contained in U.S. Department of Labor C.D.L. Regulations. These rules shall be explained at the pre-job conference (if then existing) and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 16.2 TOOLS OF THE TRADE

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 16.3 SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 16.4 TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, parking, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement.

SECTION 16.5 FULL WORKDAY

Employees shall be at their work area at the starting time established by the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

ARTICLE 17 – COOPERATION

To the fullest extent permitted by law, the parties intend for the provisions of this Agreement to control in the event of a conflict between this Agreement and any provision of New York State Labor Law. Towards that end, the Construction Manager, Contractors and the Unions shall cooperate in seeking any NYS Department of Labor approvals that may be required for implementation of any terms of this Agreement.

ARTICLE 18 - SAVINGS AND SEPARABILITY

SECTION 18.1 THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void. In such event, the remainder of the Agreement shall remain in full force and effect, to the extent allowed by law, for contracts already bid and/or awarded and still in construction provided the Contractor then voluntarily accepts the Agreement. The parties to this Agreement shall enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

SECTION 18.2 THE BID SPECIFICATIONS

In the event that any action (including but not limited to the issuance of any bid specifications) taken by any Contractor requiring that a Contractor become bound to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, then such action, and with it Article 2, Section 6, shall be rendered, temporarily or permanently, null and void. In such event, this Agreement shall remain in full force and effect to the extent allowed by law for contracts already bid and/or awarded and still in construction provided the Contractor then voluntarily accepts the Agreement. The parties shall enter into negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

SECTION 18.3 NON-LIABILITY

In the event of an occurrence referenced in Section 18.1 or Section 18.2 of this Article, neither NYS Parks, the Construction Manager, any Contractor, nor any signatory Union shall be liable under this Agreement or otherwise, directly or indirectly, for any action taken, or not taken, in order to comply with any court order, injunction or determination. All action taken shall be in conformance with court orders then in effect and no retroactive payments or other retroactive action shall be required if the original court determination is

reversed. Contracts shall be awarded on the basis of the specification or other requirements issued unless that specification/requirements have been enjoined or otherwise ruled unlawful, in which case the award, if any, shall be in accordance with any applicable court order.

SECTION 18.4 NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions, nor shall be construed as a waiver by any Union(s) of any prevailing wage determination or schedule that is applicable to their trade for any public work that has been or may be performed in the future on any work outside the scope of this Agreement. Nothing contained in this Agreement is intended to be or shall be construed as a waiver by any Union(s) of any more favorable term or condition of employment that may be contained in any collective bargaining agreement applicable to work outside the scope of this Agreement.

ARTICLE 19 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 19.1 CHANGES TO AREA CONTRACTS

A. To the extent applicable to the Project, Schedule A to this Agreement shall continue in effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedule A notify the Construction Manager in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project, and their effective dates. Such changes, including changes in wage and benefit/supplement rates, shall only be effective to the extent consistent with this Agreement.

B. It is agreed that any provisions negotiated into Schedule A shall not apply to work on the Project if such provisions are less favorable to this Project than those uniformly required of contractors for construction work, other than the Project, normally covered by those agreements; nor shall any provision be recognized or applied on the Project if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedule A of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 19.2 LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there shall be no strikes, work stoppages, sympathy actions, picketing, bannering, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiation of Area Local Collective Bargaining Agreements nor shall there be any lock-out on this Project affecting a Local Union during the course of such renegotiations.

ARTICLE 20 - WORKERS' COMPENSATION ADR

At the written option of the CM and with the written approval of the Building and Construction Trades Council of Westchester and Putnam Counties, New York, all Local Unions, Contractors and Sub-Contractors working on this project agree to be bound by the

Collectively Bargained Workers Compensation Alternative Dispute Resolution Agreement [ADR Agreement] and to the ADR program set forth therein, by and between the Building and Construction Trades Council of Westchester and Putnam Counties (WBTC), New York, and the Construction Industry Council entered on January 26, 2007, as amended. An affiliate can elect to opt out of the ADR program at any time prior to the signing of the PLA (Article 20 - ADR) by the WBTC and / or the employer or the employer association.

ARTICLE 21 - LABOR Management ALLIANCE

A. The Contractor and all Subcontractors performing Project Work agree to be bound by the provisions of the Westchester Mid-Hudson Labor Management Alliance (LMA), which is incorporated by reference in its entirety into this agreement and contribute five (5) cents (\$0.05) per hour worked by members of an affiliate on the Project. The Contractor agrees to provide the LMA with a quarterly report of the names, addresses and contact information of the Subcontractors working on the project.

B. The Contractor agrees to withhold payments for any monies due to a Subcontractors who is delinquent in contributions to the LMA upon receipt of a Twenty-One (21) day notice which was sent to the Subcontractor with notice of delinquency and that the Contractor will be instructed to withhold payment of all monies due to the delinquent Subcontractor until the necessary contributions are made to the LMA.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the day of, 2021

For: 'The PrimeC

BY: _____ Title:

FOR THE BUILDING & CONSTRUCTION TRADES

BUILDING AND CONSTRUCTION TRADES COUNCL OF WESTCHESTER AND
PUTNAM COUNTIES

BY: Philip Doherty Pres
(Name/Title)

FOR THE LOCAL UNIONS

INTERNATIONAL ASSOCIATION OF BRICKLAYERS & MASONS, LOCAL NO.
I

BY: _____
(Name/Title)

Collectively Bargained Workers Compensation Alternative Dispute Resolution Agreement [ADR Agreement] and to the ADR program set forth therein, by and between the Building and Construction Trades Council of Westchester and Putnam Counties (WBTC), New York, and the Construction Industry Council entered into on January 26, 2007, as amended. An affiliate can elect to opt out of the ADR program at any time prior to the signing of the PLA (Article 20 - ADR) by the WBTC and / or the employer or the employer association.

ARTICLE 21 – LABOR MANAGEMENT ALLIANCE

A. The Contractor and all Subcontractors performing Project Work agree to be bound by the provisions of the Westchester Mid-Hudson Labor Management Alliance (LMA), which is incorporated by reference in its entirety into this agreement and contribute five (5) cents (\$0.05) per hour worked by members of an affiliate on the Project. The Contractor agrees to provide the LMA with a quarterly report of the names, addresses and contact information of the Subcontractors working on the project.

B. The Contractor agrees to withhold payments for any monies due to a Subcontractor who is delinquent in contributions to the LMA upon receipt of a Twenty One (21) day notice which was sent to the Subcontractor with notice of delinquency and that the Contractor will be instructed to withhold payment of all monies due to the delinquent Subcontractor until the necessary contributions are made to the LMA.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the ____ day of _____, 2021

For: The Prime Contractor

BY: _____ Title: _____

FOR THE BUILDING & CONSTRUCTION TRADES

BUILDING AND CONSTRUCTION TRADES COUNCIL OF WESTCHESTER AND PUTNAM COUNTIES

BY: _____
(Name/Title)

FOR THE LOCAL UNIONS

INTERNATIONAL ASSOCIATION OF BRICKLAYERS & MASONS, LOCAL NO.1

BY: Peter C. [Signature] Field Rep.
(Name/Title)

NEW ENGLAND REGIONAL COUNCIL OF CARPENTERS, LOCAL 279

BY: _____
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION LOCAL
NO. 3

BY: Christopher Etkan
(Name/Title)

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL 138

BY: _____
(Name/Title)

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRON WORKERS LOCAL NO. 40

BY: _____
(Name/Title)

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, LOCAL
NO. 235

BY: _____
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 137

BY: _____
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 15

BY: _____
(Name/Title)

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, GLAZERS,
ARCHITECTURAL METAL AND GLASS WORKERS DISTRICT COUNCIL NO. 9

BY: _____

- History 03_29

BY: _____
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNON
LOCAL
NO. 3

BY: _____
(Name/Title)

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL 138

BY: _____
(Name/Title)

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRON WORKERS LOCAL NO. 40

BY: Robert W. Walsh Pres MAN 555
(Name/Title)

LABORERS NTERNATIONAL UNION OF NORTH AÆERICA, AFL-CIO, LOCAL
NO. 235

BY: _____
(Name/Title)

INTERNATIONAL LNION OF OPERATING ENGINEERS, LOCAL 137

BY: _____
(Name/Tide)

INTERNATIONAL UNION OF OPERATNG ENGINEERS, LOCAL 15

BY: _____
(Name/Title)

NTERNATIONAL OF PANTERS AND ALIÆD TRADES, GLAZERS,
ARCHITECTURAL METAL AND GLASS WORKERS DISTRICT COUNCIL NO. 9

NORTH ATLANTIC STATES Regional Council of Carpenters

BY: Ethan Zuck / President A
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION LOCAL NO. 3

BY: _____
(Name/Title)

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL 138

BY: Gary B. Jensen VICE PRESIDENT (B.A.)
(Name/Title)

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS LOCAL NO. 40

BY: _____
(Name/Title)

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, LOCAL NO. 235

BY: _____
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 137

BY: Jeff Loughlin Bus. Mgr.
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 15

BY: Arif R Bus Rep
(Name/Title)

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, GLAZERS, ARCHITECTURAL METAL AND GLASS WORKERS DISTRICT COUNCIL NO. 9

BY: _____

NORTH ATLANTIC STATES REGIONAL COUNCIL OF CARPENTERS

BY: Eduard [Signature] / President
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNION
LOCAL
NO. 3

BY: _____
(Name/Title)

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL 138

BY: _____
(Name/Title)

INTERNATIONAL ASSOCIATION OF ~~BRIDGE, STRUCTURAL~~, ORNAMENTAL
AND REINFORCING IRON WORKERS LOCAL NO. ~~40~~ - 580

BY: [Signature] / Business Agent
(Name/Title)

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, LOCAL
NO. 235

BY: _____
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 137

BY: [Signature] - Bus Mgr.
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 15

BY: [Signature] Bus Rep.
(Name/Title)

History

03_29

BY: _____
(Name/Title)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS UNON
LOCAL
NO. 3

BY: _____
(Name/Title)

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL 138

BY: _____
(Name/Title)

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRON WORKERS LOCAL NO. 40

BY: _____
(Name/Title)

LABORERS NTERNATIONAL UNION OF NORTH AERICA, AFL-CIO, LOCAL
NO. 235

BY:  BUSINESSMANAGER
(Name/Title)

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 137

BY: _____
(Name/Title)


INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 15

BY: _____
(Name/Title)

INTERNATIONAL OF PAINTERS AND ALLIED TRADES, GLAZERS,
ARCHITECTURAL METAL AND GLASS WORKERS DISTRICT COUNCIL NO. 9

INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, GLAZERS,
ARCHITECTURAL METAL AND GLASS WORKERS DISTRICT COUNCIL NO. 9

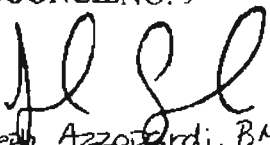
BY:


Joseph Azzopardi, BM/ST

(Name/Title)

DRYWLL TAPERS AND PAINTERS OF GREATER NEW YORK LOCAL 1974,
AFFILIATED WITH NTERNATIONAL OF PANTERS AND ALLIED
TRADES, GLAZERS, ARCEFFIETURAL AND GLASS WORKERS
DISTRICT COUNCIL NO. 9

BY:


Joseph Azzopardi, BM/ST
(Name/Title)

UNITED ASSOCIATION OF JOURNEY AND APPRENTICES OF THE PLUMB
AND PIPEFITTING INDUSTRY LOCAL NO. 21

BY: _____
(Name/Title)

INITED UMON OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS
LOCAL NO. 8

BY: _____
(Name/Title)

THE NTERNATIONAL ASSOCIATION OF SHEET METAL, AR, RAIL &
TRANSPORATION (SMART) WPRKERS, LOCAL UNION#38

BY: _____
(Name/Title)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND 1--ELPERS LOCAL NO. 456

(Name/Title)

DRYWLL TAPERS AND PAINTERS OF GREATER NEW YORK LOCAL 1974,
AFFILIATED WITH INTERNATIONAL UNION OF PAINTERS AND ALLIED
TRADES, GLAZERS, ARCHITECTURAL METAL AND GLASS WORKERS
DISTRICT COUNCIL NO. 9

BY: _____
(Name/Title)

UNITED ASSOCIATION OF JOURNEY AND APPRENTICES OF THE PLUMBING
AND PIPEFITTING INDUSTRY LOCAL NO. 21

BY: _____
(Name/Title)

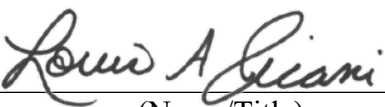
UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS
LOCAL NO. 8

BY: _____
(Name/Title)

THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL &
TRANSPORATION (SMART) WPRKERS, LOCAL UNION #38

BY: _____
(Name/Title)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS LOCAL NO. 456

BY:  Louis A. Picani, President and Principal Officer
(Name/Title)

INTERNATIONAL OF PANTERS AND ALLIED TRADES, GLAZERS,
ARCHITECTURAL METAL AND GLASS WORKERS DISTRICT COUNCIL NO. 9

BY:

_____(Name/Title)

DRYWLL TAPERS AND PAINTERS OF GREATER NEW YORK LOCAL 1974,
AFFILIATED WITH INTERNATIONAL OF PANTERS AND ALLIED
TRADES, GLAZERS, ARCHITECTURAL AND GLASS WORKERS
DISTRICT COUNCIL NO. 9

BY:

(Name/Title)

UNITED ASSOCIATION OF JOURNEY AND APPRENTICES OF THE
PLUMBERS AND PIPEFITTING INDUSTRY LOCAL NO. 21

BY: Ronalds Dery

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS
LOCAL NO. 8

BY: BA
(Name/Title)

THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL &
TRANSPORTATION (SMART) WORKERS, LOCAL UNION #38

BY: Michael Celest
(Name/Title)

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND
ALLIED WORKERS, LOCAL 91

BY: _____
(Name/Title)

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS,
BLACKSMITHS, FORGERS AND HELPERS LOCAL 5

BY: Thomas F. Ryan President ABM
(Name/Title)

SPRINKLER FITTERS LOCAL UNION 669

BY: _____
(Name/Title)

MILL WRIGHTS LOCAL UNION 740

BY: _____
(Name/Title)

OPERATIVE PLASTERERS LOCAL 9 & CEMENT MASONS INTERNATIONAL
ASSOCIATION LOCAL 262

BY: _____
(Name/Title)

TILE SETTERS AND TILE FINISHERS UNION OF NEW YORK AND NEW JERSEY,
LOCAL UNION NO. 7 OF THE INTERNATIONAL UNION OF BRICKLAYERS AND
ALLIED CRAFTS

BY: _____
(Name/Title)

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND
ALLIED WORKERS, LOCAL 91

BY: TL L/Lt Thomas LeCount Business Manager
(Name/Title)

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS,
BLACKSMITHS, FORGERS AND HELPERS LOCAL 5

BY: _____
(Name/Title)

SPRINKLER FITTERS LOCAL UNION 669

BY: Sam L/Lt Business Agent
(Name/Title)

MILLWRIGHTS LOCAL UNION 740

BY: _____
(Name/Title)

OPERATIVE PLASTERERS LOCAL 9 & CEMENT MASONS INTERNATIONAL
ASSOCIATION LOCAL 262

BY: _____
(Name/Title)

TILE SETTERS AND TILE FINISHERS UNION OF NEW YORK AND NEW JERSEY,
LOCAL UNION NO. 7 OF THE INTERNATIONAL UNION OF BRICKLAYERS AND
ALLIED CRAFTS

BY: Pat R. Murren Agent
(Name/Title)

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND
ALLIED WORKERS, LOCAL 91

BY: _____
(Name/Title)

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS,
BLACKSMITHS, FORGERS AND HELPERS LOCAL 5

BY: _____
(Name/Title)

SPRINKLER FITTERS LOCAL UNION 669

BY: _____
(Name/Title)

MILLWRIGHTS LOCAL UNION 740

BY: Michael Conway Vice Pres / ILS 55 EST.
(Name/Title)

OPERATIVE PLASTERERS LOCAL 9 & CEMENT MASONS INTERNATIONAL
ASSOCIATION LOCAL 262

BY: _____
(Name/Title)

TILE SETTERS AND TILE FINISHERS UNION OF NEW YORK AND NEW JERSEY,
LOCAL UNION NO. 7 OF THE INTERNATIONAL UNION OF BRICKLAYERS AND
ALLIED CRAFTS

BY: _____
(Name/Title)

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND
ALLIED WORKERS, LOCAL 91

BY: _____
(Name/Title)

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS,
BLACKSMITHS, FORGERS AND HELPERS LOCAL 5

BY: _____
(Name/Title)

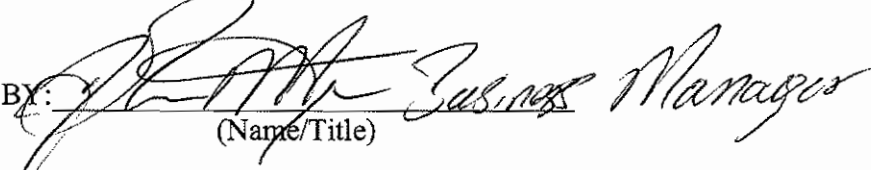
SPRINKLER FITTERS LOCAL UNION 669

BY: _____
(Name/Title)

MILLWRIGHTS LOCAL UNION 740

BY: _____
(Name/Title)

OPERATIVE PLASTERERS LOCAL 9 & CEMENT MASONS INTERNATIONAL
ASSOCIATION LOCAL 262

BY:  _____
(Name/Title)

TILE SETTERS AND TILE FINISHERS UNION OF NEW YORK AND NEW JERSEY,
LOCAL UNION NO. 7 OF THE INTERNATIONAL UNION OF BRICKLAYERS AND
ALLIED CRAFTS

BY: _____
(Name/Title)

NYCDCC RESILIENT FLOOR COVERERS LOCAL 2287

BY: Michael Cavanagh Vice Pres/Asst Est
Name/Title

NYCDCC DOCKBUILDERS LOCAL UNION 1556

BY: Michael Cavanagh Vice Pres/Asst Est
Name/Title

NEW YORK CITY DISTRICT COUNCIL OF CARPENTERS

BY: Michael Cavanagh Vice Pres/Asst
Name/Title

SCHEDULE A – LOCAL COLLECTIVE BARGAINING AGREEMENTS

ARTICLES OF AGREEMENT between the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS & HELPERS, AFL-CIO and THE FIRMS WHOSE SIGNATURES ARE AFFIXED HERETO January 1, 2018 – December 31, 2020

AGREEMENT by and between THE CONSTRUCTION CONTRACTORS ASSOCIATION OF THE HUDSON VALLEY, BUILDING CONTRACTORS ASSOCIATION, AND THE MASON AND CONCRETE CONTRACTORS ASSOCIATION OF THE HUDSON VALLEY and THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 1 NEW YORK June 1, 2017 – May 31, 2020

AGREEMENT between THE ASSOCIATIONS and the NEW ENGLAND REGIONAL COUNCIL OF CARPENTERS LOCAL UNION 279 May 1, 2019 – April 30, 2022

TRADE AGREEMENT between DISTRICT COUNCIL NO. 9, DRYWALL TAPERS AND POINTERS OF GREATER NEW YORK LOCAL UNION 1974, AFFILIATED WITH INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO and DRYWALL TAPING CONTRACTORS' ASSOCIATION OF GREATER NEW YORK and THE ASSOCIATION OF WALL-CEILING & CARPENTRY INDUSTRY OF NEW YORK, INC. June 28, 2017 – June 27, 2020

INSIDE CONSTRUCTION AGREEMENT by and between LOCAL UNION 3, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS and NEW YORK ELECTRICAL CONTRACTORS ASSOCIATION June 1, 2018 – May 31, 2021

AGREEMENT by and between the NATIONAL ELEVATOR BARGAINING ASSOCIATION and the INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS July 9, 2017 – July 8, 2022

MEMORANDUM OF AGREEMENT by and between the WINDOW AND PLATE GLASS DEALERS ASSOCIATION and DISTRICT COUNCIL NO. 9 GLAXIERS LOCAL UNION #1087 May 1, 2017 – April 30, 2023

AGREEMENT OF WORKING CONDITIONS between INDUSTRIAL INSULATION CONTRACTORS OF SOUTHERN NEW YORK and THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS LOCAL #91 May 30, 2019 – May 26, 2021

AGREEMENT between EMPLOYER and LOCAL UNIONS NOS. 40 AND 363 OF THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS AFL-CIO July 1, 2014 – June 30, 2020

BUILDING AND CONSTRUCTION AGREEMENT between EASTERN NEW YORK LABORERS' DISTRICT COUNCIL AND IT'S AFFILIATE LABORERS' INTERNATIONAL UNION OF N.A. LOCAL 235 OF WESTCHESTER AND PUTNAM COUNTIES, NEW YORK and BUILDING CONTRACTORS ASSOCIATION OF WESTCHESTER AND MID-HUDSON REGION and MASON AND CONCRETE CONTRACTORS OF THE HUDSON VALLEY, INC. and INDEPENDENT EMPLOYERS May 1, 2017 – April 30, 2022

HEAVY, HIGHWAY AND UTILITY AGREEMENT between WESTCHESTER PUTNAM COUNTIES HEAVY AND HIGHWAY LABORERS' LOCAL NO. 60 an affiliate of the EASTERN NEW YORK LABORERS' DISTRICT COUNCIL L.I.U.N.A. and the CONSTRUCTION INDUSTRY COUNCIL OF WESTCHESTER AND HUDSON VALLEY, INC. as well as INDEPENDENT EMPLOYERS April 1, 2017 – March 27, 2021

INDEPENDENT MILLWRIGHT AGREEMENT between NEW YORK CITY MILLWRIGHT CONTRACTORS ASSOCIATION and THE DISTRICT COUNCIL OF NEW YORK CITY AND VICINITY OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA and MILLWRIGHT LOCAL 740 July 1, 2017 – June 30, 2023

MEMORANDUM OF UNDERSTANDING between BUILDING CONTRACTOR

ASSOCIATION, NEW YORK, INC., or MASON & CONCRETE CONTRACTORS OF THE HUDSON VALLEY, INC. and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #137 BUILDING CONSTRUCTION AGREEMENT March 5, 2018 – March 1, 2020

AGREEMENT by and between the BUILDING CONTRACTORS ASSOCIATION OF WESTCHESTER AND MID HUDSON REGION NEW YORK, INC., and the MASON AND CONCRETE CONTRACTORS OF THE HUDSON VALLEY, INC. and THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 137, 137A, 137B, 137C, 137R, AFL-CIO March 2, 2015 – March 4, 2018

AGREEMENT by and between the CONSTRUCTION INDUSTRY COUNCIL OF WESTCHESTER AND HUDSON VALLEY, INC., and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 137, 137A, 137B, 137C, & 137R, AFL-CIO March 6, 2017 – February 28, 2021

AGREEMENT between THE MEMBERS OF THE CONSTRUCTION INDUSTRY COUNCIL OF WESTCHESTER AND PUTNAM COUNTIES, INC. and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 15D AFFILIATED WITH THE AFL-CIO July 1, 2018 – June 30, 2022

TRADE AGREEMENT between the OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION, LOCAL NO. 262 and the INDEPENDENT CONTRACTORS August 1, 2017 – July 31, 2020

TRADE AGREEMENT between DISTRICT COUNCIL NO. 9, INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, A.F.L. – C.I.O. and the ASSOCIATION OF MASTER PAINTERS and DECORATORS OF NEW YORK, INC. and THE ASSOCIATION OF WALL, CEILING & CARPENTRY INDUSTRIES OF NEW YORK, INC. and THE DRYWALL TAPING CONTRACTORS' ASSOCIATION OF GREATER NEW YORK and THE WINDOW AND PLATE GLASS DEALERS ASSOCIATION May 1, 2019 – April 30, 2027

AGREEMENT between the HUDSON VALLEY MECHANICAL CONTRACTORS ASSOCIATION, INC. and PLUMBERS, STEAMFITTERS AND APPRENTICES LOCAL UNION 21 affiliated with THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, A.F.L. – C.I.O. May 1, 2019 – April 30, 2022

MEMORANDUM OF AGREEMENT between UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS, LOCAL UNION NO. 8 and ROOFING & WATERPROOFING CONTRACTORS ASSOCIATION OF NEW YORK AND VICINITY July 1, 2019 – June 30, 2022

WORKING AGREEMENT LOCAL UNION NO. 8 UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS and ROOFING & WATERPROOFING CONTRACTORS ASSOCIATION OF NEW YORK AND VICINITY July 1, 2013 – June 30, 2016

COMMERCIAL AGREEMENT between LOCAL UNION NO. 38 OF THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS (SMART) and SHEET METAL AND ROOFING CONTRACTORS' ASSOCIATION OF SOUTHEASTERN NEW YORK May 1, 2019 – April 30, 2023

AGREEMENT between NATIONAL FIRE SPRINKLER ASSOCIATION, INC. and ROAD SPRINKLER FITTERS LOCAL UNION NO. 669 April 1, 2016 – March 31, 2021

AGREEMENT between THE GREATER NEW YORK AND NEW JERSEY TILE CONTRACTORS ASSOCIATION, INC. and THE TILE SETTERS AND TILE FINISHERS UNION OF NEW YORK AND NEW JERSEY, LOCAL UNION NO. 7 OF THE INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS June 2, 2017 - June 2, 2021

AGREEMENT between the MOSAIC, TERRAZZO AND CHEMICAL PRODUCT DECORATIVE FINISHER MASONS WORKERS ASSOCIATION LOCAL NO. 7 OF NEW YORK NEW JERSEY & VICINITY INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS and MARBLE TERRAZZO AND SPECIALTY CONTRACTORS ASSOCIATION, INC. July 1, 2017 – June 30, 2022

AGREEMENT by and between TEAMSTERS & CHAUFFERS UNION NO. 456 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS and the CONSTRUCTION INDUSTRY COUNCIL OF WESTCHESTER AND HUDSON VALLEY, INC., THE BUILDING CONTRACTORS ASSOCIATION OF WESTCHESTER AND THE MIDHUDSON REGION, INC., AND INDEPENDENT EMPLOYERS June 1, 2017 – May 31, 2021

SCHEDULE B - LETTER OF ASSENT

This is to certify that the undersigned Contractor/Subcontractor has examined a copy of the subject Project Labor Agreement negotiated by and between _____ Prime Contractor and the WBTC and the signatory Unions to be utilized on the Philipse Manor Hall – Our Whole History Project (the “Project”).

The undersigned Contractor or Subcontractor agrees to comply with all terms and conditions of the aforementioned Project Labor Agreement. It is understood that the signing of the Letter of Assent shall be binding on the undersigned Contractor to the same degree as though it signed the Project Labor Agreement.

The Letter of Assent shall become effective and binding upon the undersigned Contractor or Subcontractor (Contractor) and said Unions this ____ day of _____, 2021, and shall remain in full force and effect through the completion of the Project.

COMPANY NAME

Address

City, State, Zip

Phone: _____ Fax: _____

Contact Email: _____

Signature: _____ Title: _____

Print Name: _____

Employer EIN _____ Employer NYS IU _____ WC# _____

If Sub-Contractor name GC _____

Signed This _____ Day of _____, 20____

SCHEDULE C – PRE-JOB QUESTIONNAIRE

**THE
NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC
PRESERVATION
PHILIPSE MANOR HALL – OUR WHOLE STORY PROJECT
PROPOSED TRADE ASSIGNMENTS
PRE-JOB CONFERENCE**

TO: Building and Construction Trades Council of Westchester and
Putnam Counties, New York, AFL-CIO

CLIENT: NEW YORK STATE OFFICE OF PARKS, RECREATION AND
HISTORIC PRESERVATION

ADMINISTRATOR: The Prime Contractor
Fax: (XXX) XXX-XXXX

CONTRACTOR: _____

CONTRACT#: _____

NAME OF PROJECT: _____

PURPOSE: To make proposed jurisdictional trade assignments, broken down by
craft and classification, as well as to discuss details and answer
questions relating to the project scope of work, safety and job
requirements.

MEETING PLACE: TBD

MEETING DATE: _____

RESPONSE DATE: _____

MEETING DATE: _____

**** PLEASE TYPE IN ALL INFORMATION ****

1. SCOPE OF WORK:

2. ESTIMATED WORK SCHEDULE:

Approximate Commencement Date: _____

Approximate Completion Date: _____

3. ADDRESSES:

Job Location: _____

Company's Local Mailing Address: _____

Trust Fund Billing Address: _____

4. CONTRACTOR PERSONNEL:

Project Manager:

Office Telephone # _____
Mobile Telephone # _____
Fax Telephone # _____

Superintendent:

Office Telephone # _____
Mobile Telephone # _____
Fax Telephone # _____

Safety Representative:

Office Telephone # _____
Mobile Telephone # _____
Fax Telephone # _____

Drug Test Result Coordinator: (List in order of contact priority)

Name of First Contact: _____
Office Telephone # _____
Mobile Telephone # _____

Name of Second Contact: _____
Office Telephone # _____
Mobile Telephone # _____

Name of Third Contact: _____
Office Telephone # _____
Mobile Telephone # _____

Dispatch Contact Personnel: The following Contractor personnel are the only ones authorized to call the hiring halls to have craft workers dispatched out to this project:

1. _____
2. _____
3. _____

Referral procedures will be in accordance with the provisions contained within the Project Labor Agreement. The referral procedures are to be posted in the hiring halls in order to be in full compliance with the law.

5. WORKFORCE PROJECTIONS:

Workforce Objectives:

<u>CRAFT</u>	<u>PEAK No.</u>	<u>AVG No.</u>	<u>TOTAL HOURS</u>	<u>MINORITY HOURS</u>	<u>MINORITY %</u>	<u>FEMALE HOURS</u>	<u>FEMALE %</u>
<u>Asbestos Workers</u>							
<u>Boilermakers</u>							
<u>Bricklayers</u>							
<u>Carpenters</u>							
• <u>Carpenters</u>							
• <u>Pile Drivers</u>							
• <u>Millwrights</u>							
<u>Cement Masons</u>							
<u>Electrical Workers (Inside Wiremen)</u>							
<u>Elevator Constructors</u>							
<u>Glaziers</u>							
<u>Insulators</u>							
<u>Ironworkers</u>							
• <u>Structural</u>							
• <u>Rebar</u>							
<u>Laborers</u>							
<u>Operating Engineers</u>							
• <u>Op. Engineers</u>							
• <u>Op. Engineers Technical</u>							
<u>Painters</u>							
<u>Pipefitters/Plumber</u>							
<u>Plasterers</u>							
<u>Roofers</u>							
<u>Sheetmetal Workers</u>							
<u>Sprinkler Fitters</u>							
<u>Teamsters</u>							

6. OPERATIONAL INFORMATION

Shift Schedule: AM _____ to PM _____

Number of Shifts: _____

Pay Day: Thursday

End of Pay Period: _____

First Aid Facilities: Kits _____

Sanitary Facilities: Portable _____

Job Site Telephone Number: _____

Job Site Fax Number: _____

PROPOSED TRADE ASSIGNMENTS

NAME OF CONTRACTOR: _____

CONTRACT # _____

The following jurisdictional trade assignments are proposed and any Union in disagreement with any of these assignments shall state such disagreement at the pre-job conference and follow the procedure set forth at Article 10, Section 10.4.

Asbestos Workers: _____

Boilermakers: _____

Bricklayers: _____

Carpenters: _____

Cement Masons: _____

Electrical Workers (Inside Wiremen): _____

Electrical Workers (Outside Line): _____

Electrical Constructors: _____

Glaziers: _____

Insulators: _____

Ironworkers (Structural): _____

Ironworkers (Rebar): _____

Laborers: _____

Millwrights: _____

Operating Engineers: _____

Painters: _____

Pile Drivers: _____

Asbestos Workers: _____

Pipefitters/Plumbers: _____

Plasterers: _____

Roofers: _____

Sheetmetal Workers: _____

Sprinkler Fitters: _____

Teamsters: _____

UTILIZATION OF EQUIPMENT

NAME OF CONTRACTOR: _____

CONTRACT #: _____

List of equipment and the proposed assignment of craft for full time use of operation of each piece:

EQUIPMENT:

CRAFT:

- | | |
|-----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |
| 6. _____ | _____ |
| 7. _____ | _____ |
| 8. _____ | _____ |
| 9. _____ | _____ |
| 10. _____ | _____ |
| 11. _____ | _____ |
| 12. _____ | _____ |
| 13. _____ | _____ |
| 14. _____ | _____ |
| 15. _____ | _____ |

TOOLS-OF-THE-TRADE: (Part-time use - listing of craft is necessary)

EQUIPMENT:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

EQUIPMENT:

SUBCONTRACTORS

The following is a list of Subcontractors that are under contract with The Prime Contractor at the time of this meeting. Each Subcontractor is to submit a completed “Proposed Trade Assignment” letter at the time of this meeting. Any Subcontractor not in attendance at the pre-job meeting shall submit a completed Proposed Trade Assignment form as set forth at Article 10, Section 10.4.

A copy of a signed Letter of Assent (“Schedule B”) specific to this contract from each Subcontractor identified below is to be attached to the end of this document. (Also include a copy of the LOA of The Prime Contractor). If additional space is needed, copy this page and attach it to the documents.

Name of Subcontractor:

Summary of Scope of Work:

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____

SCHEDULE D - SIDE LETTER OF AGREEMENT

This Side Letter of Agreement shall be binding on all entities (Unions, Contractors and/or others) covered by the Project Labor Agreement ("PLA") covering the Philipse Manor Hall – Our Whole History Project (the "Project"), entered into on the ____ day of _____, 2021, to the same extent as if incorporated therein.

This provision shall not be used if the resulting participation totally excludes or completely prevents a building trades craft discipline from participating in Project Work.

Notwithstanding Article 4, Section 4.2 of the PLA, or any provision of the PLA, and to the full extent permitted by law, subcontractors who have been identified in the Contractor's approved Minority/Women/Service-Disabled Veteran-Owned Businesses (M/W/SDVOB) Utilization Plan and hold contracts for project work of less than \$1,000,000 may, with respect to the first 6 hires, request up to 50% of the employees covered by this agreement through the special procedures of Section 4.2 (B) beginning with one (1) hiring hall referral, followed by a two (2) named referrals, then one (1) hiring hall referral, then one (1) named referral. If more than 6 employees are required, manpower will be supplied at a ratio of 20%, meaning the 7th hire may be a named referral, and the 8th, 9th, 10th, and 11th hires shall be hiring hall referrals, and so forth until the requirements for that trade are met. Subcontractors may utilize the procedures set forth in this Schedule D until the Project's 17% MBE utilization goal and 13% WBE utilization goal and 6% SDVOB utilization goal has been achieved.

For purposes of applying this exemption to individual Subcontractors, the work of each building trade craft discipline shall be considered separately in striving for compliance with the Contractor's approved Minority/Women/Service Disabled Veteran Owned Business Utilization Plan.

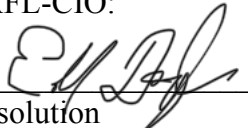
Any disputes arising under this Side Letter of Agreement are subject to Article 9 (Grievance and Arbitration Procedure) of the PLA, or procedures of Article 7 where applicable.

Signed this ____ Day of _____ 2021

For the Prime Contractor:

BY: _____ Title: _____

For the Building and Construction Trades Council of Westchester and Putnam Counties, New York, AFL-CIO:

BY:  Edward Doyle, President
By resolution _____, 2021 of the Building and Construction Trades Council of Westchester and Putnam Counties, New York, AFL-CIO authorizing President to sign this Side Letter of Agreement - Schedule D, attached hereto, on behalf of the local unions signatory to the PLA.

SUPPLEMENTARY CONDITIONS – PROJECT LABOR AGREEMENT (PLA)

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

ARTICLE 2 – DEFINITIONS

Add the following:

2.24.1 The term “Project Labor Agreement” means a pre-hire collective bargaining agreement, negotiated on behalf of the Office of Parks, Recreation and Historic Preservation, covering the terms and conditions of employment for all workers on the project, without distinction as to trade or contractor having jurisdiction over work taking place for the project.

ARTICLE 4 – SUBMITTALS

Add the following:

4.9 The Contractor shall submit to the Directors Representative a Letter of Assent for each subcontractor of any tier for the work performed on the project.

ARTICLE 7 – CONTRACTOR’S SUPERVISION

Add the following:

7.5 Before any part of the contract shall be sublet, the Contractor shall secure a Letter of Assent with the provisions of the Project Labor Agreement from each subcontractor of any tier for the work performed on the project.

7.6 After the contract is awarded, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the public owner, upon a showing presented to the public owner of legitimate construction need for such change, which shall be open to public inspection. Legitimate construction need shall include, but not be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to paragraph (e) of subdivision two of section two hundred twenty-two of the labor law, or the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract. The Director’s Representative shall approve any such changes prior to the Contractor’s execution of such change by utilizing and submitting the appropriate form.

ARTICLE 27 – MISCELLANEOUS PROVISIONS

Add the following:

27.5 The Project Labor Agreement has been executed to promote labor harmony on the project; expedite the construction process and reduce construction costs; provide standardized terms and conditions of employment, flexibility in scheduling, enhancement of employment opportunities for minority, women and disadvantaged persons; and create a safer construction site. The Project Labor Agreement is bound in the Project Manual and forms a part of the Contract Documents.

END OF DOCUMENT

SUPPLEMENTARY INSTRUCTIONS TO PROPOSERS – PROJECT LABOR AGREEMENT

This Supplement modifies the Instructions to Proposers. Where any part of the Instructions to Proposers is modified by this supplement, the unaltered provisions of that part shall remain in effect.

4. PREPARATION OF PROPOSALS

Add the following:

Each proposer on a public work contract, where the preparation of separate specifications is not required, shall submit with its bid a separate sealed list that names each subcontractor that the proposer will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilating and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures. Each proposer shall require each proposed subcontractor to complete form PROJECT LABOR AGREEMENT – LETTER OF ASSENT, to be sealed with the list of subcontractor names. After the low bid is determined, the sealed list of subcontractors submitted with such low bid shall be opened and the names of such subcontractors shall then be announced.

All proposers must complete form PROJECT LABOR AGREEMENT LIST OF SUBCONTRACTORS (Sub List). This form should be legible and it must be included, in a separate sealed envelope, with the other bid documents in the Bid Envelope. Proposers who plan to self-perform work must indicate this on form Sub List, as required. If any subcontractor is to be used, form PROJECT LABOR AGREEMENT – LETTER OF ASSENT must be completed and submitted in the sealed envelope.

Sign form Sub List, and Letter of Assent, in the spaces provided. An officer or a principal of a corporation or a partnership signing for the firm shall print or type the title of the person on the line provided. The same procedure shall apply to the proposal of joint venture by two or more firms, except that the signature and title of an officer or a principal of each member firm of the joint venture shall be required. All signatures must be original. Mechanically reproduced signatures or copies are not acceptable.

No contract will be awarded without a completed and signed form Sub List and applicable completed and signed Letters of Assent. Failure to submit, sign or provide Subcontractor's Contract Amount on form Sub List, or failure to submit completed Letters of Assent, will result in disqualification of the proposal.

The sealed lists of subcontractors and Letters of Assent submitted by all other proposers shall be returned to them unopened after the contract is awarded.

After proposals are received, any changes by the low proposer to subcontractors or agreed-upon amounts to be paid to each subcontractor shall require the approval of the Director's Representative pursuant to Section 135 of the State Finance Law. Submit any proposed changes on form PROJECT LABOR AGREEMENT CONTRACTOR'S PROPOSAL FOR SUBCONTRACTOR CHANGE (Sub Change). For changes proposed before award of the contract, send form Sub Change to the Designated Contact.

6. SUBMISSION OF PROPOSAL

Change the first paragraph to read:

Submit Proposal Form, completed Project Labor Agreement - Letter of Assent, Bid Security, if required in the Notice to Bidders, Offerer Disclosure of Prior Non-Responsibility Determinations in a sealed envelope and form Sub List in a separate sealed envelope, within the sealed Proposal Envelope. Telephone, telegraph, or fax bids will not be accepted.

END OF DOCUMENT

DETACH AND USE THIS FORM – SUBMIT ALL 5 PAGES

NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

GENERAL CONSTRUCTION LUMP SUM BID FORM

THE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION (PARKS) RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. EACH BID FORM SHALL BE ACCOMPANIED BY BID SECURITY IN THE FORM OF A CERTIFIED CHECK OR A BANK CHECK DRAWN UPON A LEGALLY INCORPORATED BANK OR TRUST COMPANY AND MADE PAYABLE TO THE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION IN THE AMOUNT STATED IN THE NOTICE TO BIDDERS.

EACH BID MUST INCLUDE THE FOLLOWING:

- COMPLETED ORIGINAL BID FORM (FULLY EXECUTED – In a sealed Envelope)
- BID BOND IN THE AMOUNT OF \$469,000.00
- BEST VALUE SUBMISSION PACKAGE

Project:

Philipse Manor Hall State Historic Site
Construction of Elevator/Restroom Addition,
Interior and Exterior Rehabilitation and Site
Enhancements

Location:

Philipse Manor Hall State Historic Site

Project Owner:

New York State Office of Parks,
Recreation and Historic Preservation

General Construction Contract
Contract No. D005805

Yonkers
Westchester County, New York

Taconic Region
9 Old Post Rd
Staatsburg, NY 12580

To whom it may concern:

1. The undersigned proposes to perform the Work required for this project in accordance with the Contract Documents for the price of:

BASE BID AMOUNT (Base Bid Amount):

To be filled in by Contractor

In Words

In Numbers

+

ALLOWANCES:

To be filled in by Office of Parks, Recreation, and Historic Preservation

In Words

Four Hundred Thousand Dollars

In Numbers

\$ 400,000.00

=

TOTAL BID AMOUNT (Total entered shall be the sum of the above noted Base Bid and Allowance amounts):

To be filled in by Contractor

In Words

In Numbers

In case of Discrepancy between the price in words and that in figures, the price in words will be considered the price bid.

2. The final completion date and all final milestone dates will be determined by the dates indicated in the awarded Contractor's proposal and will be incorporated into the Agreement, and adjusted based on the actual Contract Award date. The undersigned agrees to complete the work per phase of the Contract by the dates noted. The Contractor agrees, in the event the Contractor fails to complete all the work on time, to pay the State liquidated damages, *as stated in the General Conditions*, for each day of delay (per phase) in the physical completion of work.
3. The undersigned agrees that the bid security shall become the property of the State if this bid is accepted and the bidder does not submit executed copies of the Agreement contained in the Contract Documents within ten (10) days of receipt of a written request. A performance bond and a labor and material bond, each in an amount equal to the Contract sum, shall be submitted as required with the executed agreements and shall be the statutory form of Public Bonds required by sections 136 and 137 of the State Finance Law.
4. ***The undersigned hereby certifies his or her compliance with the following:***

NON-COLLUSIVE / PROCUREMENT LOBBYING BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- C. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- D. Bidder has reviewed the enclosed Parks guidelines regarding the Procurement Lobbying Law, and understands:
 - a. which contacts with Parks procurement staff are considered permissible during the "restricted period" of solicitation, and
 - b. the consequences of violating the statute, and the actions that would be taken by Parks in such an event
 - c. agrees to comply with Parks guidelines regarding the Procurement Lobby Law.
- E. Within the previous four years, has the bidder been found non-responsible by a government entity? (check one)

_____ YES _____ NO

- F. If "yes", was the determination of non-responsibility due to (1) engaging in impermissible contacts with a government entity, or (2) the intentional provision of false or incomplete information to a government entity? (check one)

_____ YES _____ NO

(If yes, please explain on a separate sheet.)

EO 177 CERTIFICATION

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

N.Y. STATE FINANCE LAW § 139-l

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

OMNIBUS PROCUREMENT ACT OF 1992

If the total bid amount is greater than \$1 million, the bidder and each person signing on behalf of the bidder certifies:

1. the bidder has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
2. the bidder has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
3. the bidder agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor; or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The bidder agrees to document these efforts and to provide said documentation to the State upon request; and

4. the bidder acknowledges notice that New York State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

The undersigned acknowledges receipt of the following numbered addenda to the Contract Documents:

The undersigned has carefully examined the bidding and Contract Documents and agrees to perform this Contract and to provide all goods and / or services, labor, material and equipment necessary for this Contract. In addition, the bidder certifies that all information submitted regarding the Procurement Lobbying Law is complete, true and accurate. If any information is found to be intentionally false or intentionally incomplete, Parks reserves the right to terminate the resulting Contract by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

Date: _____

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Street Address: _____

City / State / Zip: _____

Mailing Address: _____

(If different from Street Address)

Federal I.D. #: _____

Telephone #: _____

SFS I.D. #: _____

(An SFS I.D. # is not required to submit a bid, but will be required to be awarded the Contract)

Continued on next page →

If a bidder is a corporation, indicate officers below; if a bidder is a firm, indicate members below; if a bidder is a partnership, indicate partners below:

<u>Name</u>	<u>Legal Residence</u>
_____ (President / Member / Partner)	_____ _____ _____
_____ (Vice President / Member / Partner)	_____ _____ _____
_____ (Secretary / Member / Partner)	_____ _____ _____
_____ (Treasurer / Member / Partner)	_____ _____ _____



Parks, Recreation and Historic Preservation

PROJECT LABOR AGREEMENT LIST OF SUBCONTRACTORS

Contract No.: _____

NOTE: This form is required for "Single-Contract" projects with a Project Labor Agreement (PLA). Failure to submit this form correctly will result in disqualification of the bid.

Contractor's Name and Address:		Project Description (Project Title, Facility Name and Address):		Bid Date:	Total Contract Amt.:
Federal ID No.					
Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply): <input type="checkbox"/> Plumbing and Gas Fitting <input type="checkbox"/> Steam Heating, Hot Water Heating, Ventilating and AC Apparatus <input type="checkbox"/> Electric Wiring and Standard Illuminating Fixtures					
If ALL contract work is to be self-performed, i.e., no subcontractors will be used, please check this box <input type="checkbox"/> , skip to the bottom of this form, and sign it as required.					
Subcontractor's Name, Address and Federal ID No.	Check (✓) only one .			General Description of Work	Subcontractor's Contract Amt.
	Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixture		
Federal ID No.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Federal ID No.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Federal ID No.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Federal ID No.					
This form must be filled out completely and legibly, signed by a company authorized representative and included in a separate, sealed envelope within the bid envelope. Use Page 2 if needed. Failure to complete this form accurately and in its entirety, in accordance with the Instructions to Bidders, will result in disqualification of the bid.					
Company Authorized Signature: _____				Title: _____	Date: _____

SUB LIST

PROJECT LABOR AGREEMENT LIST OF SUBCONTRACTORS

Contract No.: _____

Subcontractor's Name, Address and Federal ID No.	Check (✓) <i>only</i> one.			General Description of Work	Subcontractor's Contract Amt.
	Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixture		
Federal ID No.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Federal ID No.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Federal ID No.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Federal ID No.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Federal ID No.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Federal ID No.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		



~99~

Parks, Recreation and Historic Preservation

CONTRACTOR'S PROPOSAL FOR SUBCONTRACTOR CHANGE

Contract No.: _____

NOTE: This form is to be used for "Single-Contract" projects, i.e., those exempt from Wicks Law or those with Project Labor Agreements.

SECTION 1 – Contractor's Information			
Name and Address:		Project Description: <i>(Project Title, Facility Name and Address)</i>	Total Contract Amt:
			\$
Federal ID No.			
SECTION 2 – Proposed Change			
Nature of proposed change: <i>(check all that apply)</i>		<input type="checkbox"/> Substitution of new subcontractor for current subcontractor – complete Sections 3, 4 and 5. <input type="checkbox"/> Addition of new subcontractor – complete Sections 4 and 5. <input type="checkbox"/> Modify Subcontractor's Contract Amount – show proposed amount in Sections 3 and/or 4, and complete 5.	
Provide justification for proposed change (e.g., change in project specifications, material costs, subcontractor status, etc.):			
SECTION 3 – Current Subcontractor's Information			
Name and Address:		General Description of Work:	Subcontractor's Contract Amt:
			Current Proposed
			\$ \$
Federal ID No.			
Category of Work: <input type="checkbox"/> Plumbing and Gas Fitting <input type="checkbox"/> Steam Heating, Hot Water Heating, Ventilating and AC Apparatus <input type="checkbox"/> Electric Wiring and Standard Illuminating Fixtures			
SECTION 4 – Proposed Subcontractor's Information			
Name and Address:		General Description of Work:	Subcontractor's Contract Amt:
			Current Proposed
			----- \$
Federal ID No.			
Category of Work: <input type="checkbox"/> Plumbing and Gas Fitting <input type="checkbox"/> Steam Heating, Hot Water Heating, Ventilating and AC Apparatus <input type="checkbox"/> Electric Wiring and Standard Illuminating Fixtures			
SECTION 5 – Approvals			
Contractor's Authorized Representative:		NYS OPRHP:	
_____ Signature Date (required)		_____ Signature of Director's Representative Date (required)	
_____ Printed Name Phone No.		_____ Printed Name Phone No.	



**Parks, Recreation
and Historic
Preservation**

ENCOURAGING THE USE OF NYS BUSINESSES IN CONTRACT PERFORMANCE

Bidder's Name _____ **Date:** _____

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and nation. In recognition of their economic activity and leadership in doing business in New York State (NYS), bidders are strongly encouraged and expected to consider NYS businesses in the fulfillment of the requirements of this contract. Such partnering may be as sub-contractors, suppliers, or other supporting roles (herein collectively called "Subcontractors").

Bidders need to be aware that, if selected, they will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive NYS Subcontractors in performing this contract, including without limitation: (i) purchasing commodities; and (ii) utilizing services and technology. Further, bidders are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with the current State law / this contract.

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

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore encourages bidders to provide maximum assistance to NYS businesses in their use of the contract. The potential participation by all kinds of NYS businesses will deliver great value to the State and its taxpayers.

Bidders can demonstrate their commitment to the use of NYS businesses by responding to the questions below (Note: Negative responses will not adversely affect contract selection):

(A) Do you anticipate the need for Subcontractors fulfilling the requirements of this contract?

Yes ____ No ____

(B) Do you anticipate that NYS businesses will be used in the performance of this contract as Subcontractors?

Yes ____ No ____

NOTE: If the answer to question B is Yes, please identify the NYS business that will be used and attach identifying information (e.g. name, address, contact information, nature of business). In addition, please be prepared to provide the NYS Office of Parks, Recreation and Historic Preservation with the amounts paid to NYS businesses on a regular basis (at least quarterly).

Philipse Manor Hall State Historic Site
Construction of Elevator/Restroom Addition, Interior and Exterior Rehabilitation
and Site Enhancements

D005805 General Construction

Pre-Bid Meeting Registration Form

I, We

Of

Will attend the site orientation meeting slated for

At

In the

Please Email your response to:

Attention: lester.ackerman@parks.ny.gov

NYS Office of Parks, Recreation and Historic Preservation
Hudson Valley District – Taconic Region

REQUEST FOR INFORMATION (RFI)
OPR-103

Project: Philipse Manor Hall State Historic Site
Construction of Elevator/Restroom Addition, Interior and
Exterior Rehabilitation and Site Enhancements
Contract Number: D005805

Request From:

Reply Email Address:

Email Request to :lester.ackerman@parks.ny.gov

Request Number:

Date:

Spec Section No.:

Drawing No:

Remarks:

Question:

Answer:

**NEW YORK STATE
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION**

**SAMPLE AGREEMENT – PROVIDED HERE FOR INFORMATIONAL
PURPOSES ONLY**

This Agreement made by and between the State of New York, acting by and through the Office of Parks, Recreation and Historic Preservation, hereinafter referred to as the "Office" or the "State" and _____ hereinafter referred to as the "Contractor".

W I T N E S S E T H

1) The Contractor agrees to perform the Work in accordance with the Contract Document which is incorporated herein

**PROJECT NAME
STATE PARK
Contract # D00XXXX**

2) The Contractor agrees to complete the Work no later than **XXX days after contract is approved by the NYS Comptroller's Office.**

3) The Contractor agrees, in the event the Contractor fails to complete all the work on time, to pay the Office liquidated damages as per the General Conditions, Article 14.10, for each day of delay in the physical completion of the Work.

4) The Office agrees to pay the Contractor in accordance with the Contract Documents and in consideration of the completion of the Work, as follows:

IN WORDS:

IN NUMBERS:

5) Goals for the participation of minority group members and women on this project shall be in accordance to the approved utilization plan for this project.

CONTRACT SIGNATURE PAGE

PARKS certifies that copies of this signature page with original signatures will be attached to all other exact copies of the contract.

IN WITNESS WHEREOF, PARKS and the CONTRACTOR have executed this agreement on the date and year indicated.

NEW YORK STATE OFFICE OF PARKS,
RECREATION AND HISTORIC PRESERVATION

Date By: _____
Jeffrey McDonald
Title: Deputy Commissioner for Capital Programs

CONTRACTOR

Date By: _____
(signature)
Name: _____
(print)
Title: _____
(print)

Federal ID Number: _____

Approved as to Form:

ATTORNEY GENERAL

Thomas P. DiNapoli
State Comptroller

By: _____ By: _____
Date: _____ Date: _____

- Contractor's signature must be notarized on the following page.

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED. USE EITHER THE INDIVIDUAL, PARTNERSHIP, OR CORPORATION FORM, AS APPROPRIATE

INDIVIDUAL

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On this day of , 2019, before me personally came
 , to me known and known to me to be the person described in and who
executed the foregoing instrument, and he or she acknowledged to me that he or she
executed the same.

Notary Public

PARTNERSHIP

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On this day of , 2019, before me personally came
 , to me known and known to me to be the person who executed the
above instrument, who, being duly sworn by me, did for himself or herself depose and
say that he or she is a member of the firm of , consisting of himself or
herself and , and that he or she executed the
foregoing instrument in the firm name
of , had authority to sign same, and did duly acknowledge
to me that he or she executed the same as the act and deed of said firm for the uses
and purposes mentioned therein.

Notary Public

CORPORATION

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On this day of , 2019, before me personally came
 , to me known, who being by me duly sworn, did depose and say that
he or she is the of ,
the corporation described in and which executed the foregoing instrument; that he or
she has been duly authorized by the Board of Directors of said corporation to execute
the foregoing instrument on behalf of said corporation and that he or she signed his or
her name thereto by order of said corporation for the purposes and uses therein
described.

Notary Public

CONTRACT SUBMITTALS CHECKLIST

(PROVIDED IN THIS PROJECT MANUAL FOR ALL BIDDERS TO READ – ULTIMATELY THE SELECTED LOW BIDDER WILL HAVE TO MAKE THESE SUBMISSIONS)

It is very important that you adhere to the time lines for submittals as noted in Items 1 & 2

1. After the NYS Office of Parks, Recreation and Historic Preservation has issued the selected low bidder a Notice of Intent to Award Letter – the following submittals shall be completed and sent to the designated OPRHP contact **within 7 days**:

- NYS Vendor Responsibility Questionnaire (CCA-2) – complete all sections
- **MWBE Utilization Plan – MWBE Utilization Plan must be approved by NYS OPRHP's Diversity Compliance Unit, prior to any other contract submissions on this project. Please adhere to the time submission listed above.**
- **New York State now requires all contractors/vendors who do business with or in New York State to be registered with the NY Office of the State Comptroller. If you are not currently registered, please complete the enclosed Substitute W-9 and mail immediately and directly to OSC.**

2. **Within another 7 days** the selected low bidder shall submit the following:

- 5 originals of the Agreement, signed and notarized. Signed agreement and notary page must be the same date.
- EEO Policy Statement (contracts over \$25,000)
- Certificate of Insurance, Workers Compensation Certificate and NYS Disability Benefit Certificate
- 3 original sets of the Performance Bond – Contractors signature and Surety signature must be notarized and each bond must have a separate original notary page. The bond date, construction date and notary pages need to be the same date and cannot be dated prior to the date on the Agreement. Bonds must include Surety's Financial Statement and Power of Attorney.
- 3 original sets of the Labor and Material Bond – Contractors signature and Surety signature must be notarized and each bond must have a separate original notary page. The bond date, construction date and notary pages need to be the same date and cannot be dated prior to the date on the Agreement. Bonds must include Surety's Financial Statement and Power of Attorney.

3. After the Contract has been approved by NYS OSC, the Contractor shall submit the following:

- Detailed Estimate
- Project Schedule
- Schedule of Submittals
- Summary of Subcontractors
- Submit a "Request for Information", form OPR-103, whenever a written clarification of an issue is required.

PAYMENT FORM CHECKLIST

- A. 1. With each monthly payment application, the contractor shall submit the following:
- First payment application must include copies of all 10 Hour OSHA Certification for all employees on certified payrolls, regardless if they are a prime contractor or subcontractors. Payment Application cannot be submit for payment without certifications on file in the Regional Engineering Office.
 - Certified Payrolls
 - MWBE Cumulative Monthly Payment Statement , if applicable
2. Monthly payments shall be for all work completed in that month.
- B. With the final payment application, the contractor shall submit the following:
- Certified Payrolls
 - Contractor's Prevailing Rate Certification
 - Subcontractor's Prevailing Rate Certification
 - MWBE Final Payment Report , if applicable

ARTICLE 15A
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the _____ to provide equal employment opportunity to all people without regard to race, color, sex, religion, creed, age, national origin, disability, sexual preference or Vietnam Era Veteran status. As head of this firm, I am personally committed to assuring that the _____ will act affirmatively to develop avenues of entry and mobility for minorities, women, individuals with disabilities and Vietnam Era Veterans through the following activities:

- Development of programmatic approaches to the elimination of all unjust exclusionary employment practices, policies and consequences;
- Development of educational and training programs for all employees, with emphasis on our goals for upgrading minorities, women, individuals with disabilities and Vietnam Era Veterans;
- Development of personnel practices, policies and career ladders to assist and encourage upward mobility of employees restricted to lower levels;
- Development of mechanisms for swift and judicious resolution of complaints of discrimination consistent with our policy and other applicable statutes; and
- Provision of reasonable accommodations to enable qualified individuals with disabilities to enjoy equal employment opportunities and equal terms, conditions and privileges of employment.

To effectuate this policy, a plan has been designed which conforms with all relevant Federal and State non-discrimination laws and regulations including but not limited to: The Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act; the Vietnam Era Veteran's Readjustment Act of 1974; and the New York State Human Rights Law. The plan applies to all job classifications and titles in the (name of contractor) _____ jurisdiction. It governs all (name of contractor) _____ employment policies, practices and actions including, but not limited to: recruitment, hiring, discipline, rate of pay or other compensation, advancement, reclassification, reallocation, promotion, demotion, discharge and employee benefits. The appropriate person/office will be provided with all available resources necessary for the execution of its program responsibilities. Moreover, all managers, supervisors and employees must make consistently diligent efforts to implement this policy in day-to-day program and employment decisions. Affirmative Action considerations will be an integral part of all organizational activities performed in the furtherance of our mission and in meeting our responsibilities to New York State's citizens.

(Print/Type CEO Name)

(CEO Signature & Date)

General instructions: For contracts \$250,000 or greater, all Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it at the time of

Instructions for completing:

1. Enter the contract number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

thropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belongin

WHITE

(Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK

a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

HISPANIC

a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

**ASIAN & PACIFIC
ISLANDER**

a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

**NATIVE INDIAN
(NATIVE AMERICAN/
ALASKAN**

a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

**DISABLED
INDIVIDUAL**

- any person who:
- has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.

**VIETNAM ERA
VETERAN**

- a veteran who served at any time between and including January 1, 1963 and May 7, 1975.

GENDER

Male or Female

Submit with utilization plan for contracts \$250,000 or greater – Instructions on Tab 2

Contract Number:	
------------------	--

Offeror's Name:	Select Reporting Entity:		Prime Contractor
Offeror's Street Address			Subcontractor
City, State, Zip			

EEO Job Category	Total Work Force	Workforce by Gender		Workforce by Race/Ethnic Identification								Disabled (M) (F)				Veteran (M) (F)	
		Total Male (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)	Native American (M) (F)									
Officials/Administrators	0																
Professionals	0																
Technicians	0																
Sales Workers	0																
Office/Clerical	0																
Craft Workers	0																
Laborers	0																
Service Workers	0																
Temporary Apprentices	0																
Totals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Signature of Preparer

Telephone number of preparer:
Email Address of preparer:

X

Name & Title of Preparer:

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

You have selected the For-Profit Construction questionnaire, commonly known as the “CCA-2,” which may be printed and completed in this format or, **for your convenience, may be completed online using the [New York State VendRep System](#).**

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor’s business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the OSC Help Desk at ciohelpdesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name</u>		<u>EIN</u> _____		
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>		
		Telephone ext.		Fax
		Website		
Authorized Contact for this Questionnaire				
Name		Telephone ext.		Fax
Title		Email		
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS			
1.0 <u>Business Entity</u> Type – Check appropriate box and provide additional information:			
a) <input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)	Date of Incorporation		
b) <input type="checkbox"/> <u>Limited Liability Company</u> (<u>LLC</u> or <u>PLLC</u>)	Date Organized		
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration		
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established		
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established	County (if formed in NYS)	
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?		
g) <input type="checkbox"/> Other	Date Established		
If Other, explain:			
1.1 Was the <u>Business Entity</u> formed in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No,” indicate jurisdiction where the <u>Business Entity</u> was formed:			
<input type="checkbox"/> United States	State		
<input type="checkbox"/> Other	Country		

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

I. BUSINESS CHARACTERISTICS			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:			
1.3 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>			<input type="checkbox"/> Not Required
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			<input type="checkbox"/> Yes <input type="checkbox"/> No
1.5 If the <u>Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			<input type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <input type="checkbox"/> <u>New York State Small Business</u> <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.7 Identify each person or business entity that is, or has been within the past five (5) years, <u>Principal Owner</u> of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i> <u>Joint Ventures</u> : Provide information for all firms involved.			
Name <i>(For each person, include middle initial)</i>	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
Firm/Company Address		
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable <i>(enter N/A, if not applicable)</i> :		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction-related Joint Ventures</u> within the past three (3) years? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

III. CONTRACT HISTORY

3.0 Has the Business Entity completed any construction contracts? ☐ Yes ☐ No

If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc.

If less than ten, include most recent subcontracts on projects up to that number.

3.1 Does the Business Entity currently have uncompleted construction contracts? ☐ Yes ☐ No

If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc.

Note: Ongoing projects must be included.

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement? ☐ Yes ☐ No

4.1 Been subject to a denial or revocation of a government prequalification? ☐ Yes ☐ No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract? ☐ Yes ☐ No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity? ☐ Yes ☐ No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? ☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract? ☐ Yes ☐ No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract? ☐ Yes ☐ No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity? ☐ Yes ☐ No

5.3 Had its surety called upon to complete any contract whether government or private sector? ☐ Yes ☐ No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract? ☐ Yes ☐ No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

- | | |
|--|--|
| 6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

- | | |
|--|--|
| 7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.1 Been the subject of:
(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or
(ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No

<input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.4 Had a New York State Labor Law violation deemed willful? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

<p>7.6 Other than previously disclosed, been the subject of any <u>citations</u>, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of:</p> <ul style="list-style-type: none"> • <u>Federal</u>, state or local health laws, rules or regulations; • <u>Federal</u>, state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • <u>Federal</u>, state or local human rights laws; • <u>Federal</u>, state or local security laws? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.

VIII. LEADERSHIP INTEGRITY

If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.

Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:

<p>8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.1 <u>Suspended</u>, <u>debarred</u> or <u>disqualified</u> from any <u>government contracting process</u>?</p>	
<p>8.2 The subject of a criminal <u>investigation</u>, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:</p> <ul style="list-style-type: none"> (i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY			
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>			
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>			
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>			
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>			
9.4 What is the <u>Business Entity's</u> Bonding Capacity?			
a. Single Project		b. Aggregate (All Projects)	
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:			
1st Year (Indicate year) Gross Sales	2nd Year (Indicate year) Gross Sales	3rd Year (Indicate year) Gross Sales	
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)			
1st Year (Indicate year) Amount	2nd Year (Indicate year) Amount	3rd Year (Indicate year) Amount	
9.7 Attach <u>Business Entity's</u> most recent annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls . (This information must be attached.)			

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

☐ Yes ☐ No

Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.

If "Yes," indicate the question number(s) and explain the basis for the claim.

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20__;

_____ Notary Public

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
1.	Agency/Owner		Award Date	Amount		Date Completed
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
2.	Agency/Owner		Award Date	Amount		Date Completed
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
3.	Agency/Owner		Award Date	Amount		Date Completed
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
4.	Agency/Owner		Award Date	Amount		Date Completed
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
5.	Agency/Owner		Award Date	Amount		Date Completed
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
6.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
7.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
8.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
9.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
10.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

Vendor Name:**NYS Vendor ID:**

Question 3.1: List all current uncompleted construction contracts:									
1.	Agency/Owner			Award Date		Completion Date			
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer						
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount				
	Agency/Owner			Award Date		Completion Date			
2.	Contact Person	Telephone No.	Designer Architect and /or Design Engineer						
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount				
	Agency/Owner			Award Date		Completion Date			
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer						
3.	Agency/Owner			Award Date		Completion Date			
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer						
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount				
	Agency/Owner			Award Date		Completion Date			
4.	Contact Person	Telephone No.	Designer Architect and /or Design Engineer						
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount				
	Agency/Owner			Award Date		Completion Date			
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer						

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

Vendor Name:**NYS Vendor ID:**

Question 3.1: List all current uncompleted construction contracts:									
5.	Agency/Owner			Award Date		Completion Date			
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer						
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount				
6.	Agency/Owner			Award Date		Completion Date			
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer						
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount				
7.	Agency/Owner			Award Date		Completion Date			
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer						
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount				
8.	Agency/Owner			Award Date		Completion Date			
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer						
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable				
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount				

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.1: List all current uncompleted construction contracts:						
9.	Agency/Owner		Award Date		Completion Date	
	Contact Person		Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount		Amount Sublet to others	Uncompleted Amount	
10.	Agency/Owner		Award Date		Completion Date	
	Contact Person		Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
		Total Contract Amount		Amount Sublet to others	Uncompleted Amount	

~125~

Grand Total All Uncompleted Contracts	\$0.00
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**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

As of Date: _____

ASSETS

Current Assets

1. Cash		\$	-	

2. Accounts receivable - less allowance for doubtful accounts	\$	-		

Retainers included in accounts receivable	\$	-		

Claims included in accounts receivable not yet approved or in litigation	\$	-		

Total Accounts Receivable		\$	-	

3. Notes receivable - due within one year		\$	-	

4. Inventory - materials		\$	-	

5. Contract costs in excess of billings on uncompleted contracts		\$	-	

6. Accrued income receivable				
Interest	\$	-		

Other (list) _____	\$	-		

_____	\$	-		

Total Accrued Income Receivable		\$	-	

7. Deposits				
Bid and Plan _____	\$	-		

Other (list) _____	\$	-		

_____	\$	-		

Total Deposits		\$	-	

8. Prepaid Expenses				
Income Taxes	\$	-		

Insurance	\$	-		

Other (list) _____	\$	-		

_____	\$	-		

Total Prepaid Expenses		\$	-	

9. Other Current Assets				
Other (list) _____	\$	-		

_____	\$	-		

Total Other Current Assets		\$	-	

10. Total Current Assets				\$

11. Investments				
Listed securities-present market value	\$	-		

Unlisted securities-present value	\$	-		

Total Investments				\$

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

12. Fixed Assets

Land	\$	-	
Building and improvements	\$	-	
Leasehold improvements	\$	-	
Machinery and equipment	\$	-	
Automotive equipment	\$	-	
Office furniture and fixtures	\$	-	
Other (list) _____	\$	-	
	\$	-	
Total		\$	-
Less: Accumulated depreciation		\$	-
Total Fixed Assets - Net			\$ -

13. Other Assets

Loans receivable			
Officers	\$	-	
Employees	\$	-	
Shareholders	\$	-	
Cash surrender value of officers' life insurance	\$	-	
Organization expense – net of amortization	\$	-	
Notes receivable - due after one year	\$	-	
Other (list) _____	\$	-	
	\$	-	
Total Other Assets			\$ -
14. TOTAL ASSETS			\$ -

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

LIABILITIESCurrent Liabilities

15. Accounts payable	\$	-
16 a. Loans from shareholders - due within one year	\$	-
16 b. Other Loans - due within one year	\$	-
17. Notes payable - due within one year	\$	-
18. Mortgage payable - due within one year	\$	-
19. Other payables - due within one year		
Other (list) _____	\$	-
_____	\$	-

Total Other Payables - due within one year	\$	-
20. Billings in excess of costs and estimated earnings	\$	-
21. Accrued expenses payable		
Salaries and wages	\$	-
Payroll taxes	\$	-
Employees' benefits	\$	-
Insurance	\$	-
Other	\$	-
Total Accrued Expenses Payable	\$	-
22. Dividends payable	\$	-
23. Income taxes payable		
State	\$	-
Federal	\$	-
Other	\$	-
Total Income Taxes Payable	\$	-
24. Total current liabilities	\$	-
25. Deferred income taxes payable		
State	\$	-
Federal	\$	-
Other	\$	-
Total Deferred Income Taxes	\$	-
26. Long Term Liabilities		
Loans from shareholders - due after one year	\$	-
Other Loans - due within one year		
Principle	\$	-
Interest	\$	-
Notes payable - due after one year	\$	-
Mortgage - due after one year	\$	-
Other payables - due after one year	\$	-
Other (list) _____	\$	-
_____	\$	-

Total Long Term Liabilities	\$	-

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

27. Other Liabilities

Other (list) _____	\$ _____	-
_____	\$ _____	-

Total Other Liabilities

\$ _____ -

28. TOTAL LIABILITIES

\$ _____ -

NET WORTH

29. Net Worth (if proprietorship or partnership)

\$ _____ -

30. Stockholders' Equity

Common stock issued and outstanding	\$ _____	-
-------------------------------------	----------	---

Preferred stock issued and outstanding	\$ _____	-
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Retained earnings	\$ _____	-
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Total	\$ _____	-
-------	----------	---

Less: Treasury stock	\$ _____	-
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31. TOTAL STOCKHOLDERS' EQUITY

\$ _____ -

32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY

\$ _____ -



ANDREW M. CUOMO
Governor

**Parks, Recreation
and Historic Preservation**

ERIK KÜLLESEID
Commissioner

FRED BONN
Regional Director, Finger Lakes

April 1, 2020

To Contractors:

New York State Office of Parks, Recreation and Historic Preservation (State Parks) considers its construction projects as supporting essential public infrastructure and providing for the health safety and welfare of the public. Ongoing construction should continue as a means of maintaining our current facilities and as preparation for when restrictions are lifted, and the public can once again fully enjoy the parks, marinas, historic sites, trails, and other facilities.

Attached are State agency guidelines that should be useful for contractors and others engaged in the work at construction jobsites to supplement the guidelines provided by your own health and safety managers. If you have any questions or concerns, please contact your project manager.

Sincerely,


Jeffrey McDonald
Deputy Commissioner of Capital

Contractor Name:

Contract #, Project Name and Park Facility:

Date:

Issuing Parks Region and Employee Name:

COVID-19 CONTRACTOR GUIDANCE FOR CONSTRUCTION JOBSITES

In response to the public health emergency for the COVID-19, Governor Andrew Cuomo has declared a State disaster emergency and temporarily suspended or modified laws that would prevent, hinder, or delay action necessary to cope with the disaster or emergency. The Governor has also issued directives to allow for the expansion of certain services including those relating to emergency procurement, and to facilitate the continued work of essential businesses. Under Executive Order 202.6, as amended March 27, 2020, a construction project is permitted to continue if it is essential. Please refer to Empire State Development (ESD) guidance to determine if your project is essential. <https://esd.ny.gov/guidance-executive-order-2026> The purpose of this guidance is to set forth the recommended practices for contractors performing work at construction sites in the context of the COVID-19 health crisis.

Contractor Responsibilities

Under standard contracting agency/authority agreements:

- Contractors and their subcontractors are required at all times to guard the safety and health of all persons on and in the vicinity of the work site
- Contractors and their subcontractors are required to comply with all applicable rules, regulations, codes, and bulletins of the New York State Department of Labor and the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended (“OSHA”)
- Contractors and their subcontractors are also required to comply with all Client safety requirements
- Contractors and their subcontractors must comply with all City or State of New York safety requirements for projects within the City or State of New York construction in accordance with the applicable building code, and contractors are required to provide written safety plans for the site showing how all safety requirements of applicable law will be implemented for the duration of the contract.

Contractors and their subcontractors must also adhere to the following practices to help prevent exposure and spread of COVID-19. The following recommendations are based on what is currently known about COVID-19. Contractors and their subcontractors are advised to stay current and immediately implement the most up-to-date practices to protect the safety and health of your employees, clients, and the general public.

General Responsibilities:

- Contractors and their subcontractors should educate their employees on the symptoms of COVID-19, which include cough, fever, trouble breathing, and pneumonia. Contractors

and their subcontractors must instruct any employee who feels they may meet the above criteria to refrain from reporting to the jobsite and immediately contact their local health department in the county in which they reside .

- If the employee begins to exhibit these symptoms while in the workplace, steps should be taken to isolate the individual, place a surgical mask on the individual and inform your local health department and the contracting agency/authority
- Personnel should be advised to self-quarantine in accordance with the requirements of the New York State and local health department. Contracting agencies/authorities reserve the right to require any employee of the Contractor, and their subcontractors exhibiting symptoms, to be removed from the jobsite
- If an employee is confirmed to have COVID-19 infection, contractors and their subcontractors should inform fellow employees, who have been in contact with this employee, of their possible exposure to COVID-19 in the workplace while maintaining confidentiality as required by applicable New York State and federal law. The fellow employees should then self-monitor for symptoms (i.e., cough, fever, trouble breathing, and pneumonia) and self-quarantine in accordance with the requirements of the New York State and local health department
- If an employee tests positive for COVID-19, Contractors and their subcontractors should direct the employee to self-quarantine or remain quarantined for 14 days, following the guidance of New York State and local health department
 - Contractors and their subcontractors may permit such employee to return to the jobsite when this employee produces a negative COVID-19 test or receives medical clearance to return to work
- If an employee tests negative for COVID-19, contractors and their subcontractors may direct the employee to return to work after recovery from their illness. Any direct contacts on a precautionary quarantine may return to the jobsite and resume their work activities.

Social Distancing:

- Do not host large group meetings or congregate in large groups. When meetings are necessary, maintain a distance of 6-feet between people.
- Perform any tool box or other training maintaining the distance of 6-feet between people.
- Perform meetings online or via conference call whenever possible
- Only essential personnel should be permitted on the jobsite
- Discourage handshaking and other contact greetings

General Jobsite Practices

- Procedures and supplies should be in place to encourage proper hand and respiratory hygiene.
 - Hand hygiene:

Signage with handwashing procedures should be posted in prominent locations promoting hand hygiene

- Regular handwashing with soap and water for at least 20 seconds should be done:
 - Before and after eating
 - After sneezing, coughing, or nose blowing
 - After using the restroom
 - Before handling food
 - After touching or cleaning surfaces that may be contaminated
 - After using shared equipment and supplies; and also
 - Whenever a contractor or subcontractor believes it is necessary
- If soap and water are not available, use an alcohol-based hand sanitizer that contains at least 60% alcohol
- Respiratory Hygiene:
 - Covering coughs and sneezes with tissues or the corner of elbow
 - Disposing of soiled tissues immediately after use
 - Where possible, have disposable masks available to cover an employee's mouth and nose if they develop symptoms on the job to protect others from exposure.
- Practice routine environmental cleaning and disinfecting of all frequently touched surfaces on the jobsite. This includes workstations, project trailers and offices, portable toilets, countertops, handles, workknobs, glove boxes, tools and equipment. See OSHA Guidance on Preparing Workplaces for COVID-19. www.osha.gov/Publications/OSHA-990.pdf
- Appropriate cleaning agent and directions should be utilized to perform all cleaning. Ensure all workers are trained on the hazards of cleaning chemicals used in the workplace and comply with all OSHA requirements regarding same in accordance with the Hazard Communication (Global Harmonization) Standard. Information about <https://coronavirus.health.ny.gov/home>
- Do not use a common water bottle
- If using a common water cooler clean dispenser knob after use
- Do not share tools
- Utilize personal protection equipment (PPE) for the job being performed
- Sanitize reusable PPE per manufacturer's recommendation prior to each use
- Do not share PPE
- Ensure used PPE and other trash is disposed of properly
- Utilize disposable gloves where appropriate and instruct workers to wash hands after removing gloves
- Disinfect reusable supplies and equipment
- Don't stack trades, if possible

- Stagger work schedules to minimize the number of people on a job site at any one time.
- Keep one contractor or subcontractor in an area at a time. Indicate an area is occupied with workers with a sign or flag indicating which contractor or subcontractor is in the area at that time. Remove the sign or flag after completion of work in that area to let others know they may then enter into that area to perform their work. The next contractor or subcontractor will then post their sign or flag to notify others that the area is occupied.
- Minimize the number of workers in an area as much as possible by using indicators of an occupied area (signs or flags) scheduling work activities to stagger those required to be in any one time to a minimal number of workers.
- Minimize entryways into a work area so that employees will be able to observe flagging practices described above. Do not reduce number of emergency exits.
- Avoid cleaning techniques, such as pressurized air or water sprays that may result in generation of bioaerosols

Contracting agencies/authorities may request an updated written safety plan for the site to address practices to help prevent exposure and spread of COVID-19 at the jobsite pursuant to New York State, OSHA recommendations and Centers for Disease Control requirements, which include:

- Assessment of potential worker exposure hazards, taking into account the specific recommendations and controls for the four levels of worker exposure risk identified in OSHA's Guidance on Preparing Workplaces for COVID-19 (i.e., very high, high, medium, and lower)
- Evaluation of exposure to risk;
- Selecting, implementing, and ensuring the use of controls (i.e., social distancing appropriate personal protective equipment, hygiene, and cleaning supplies);
- Minimizing the number of workers in an area as much as possible by using indicators of an occupied area (signs or flags) and scheduling work activities to stagger those required to be in any one area to a minimal number of workers.
- Minimize entryways into a work area so that employees will be able to observe flagging practices described above. Do not reduce number of emergency exits; and
- Additional criteria consistent with health and safety practices at the work site.

Project Closure:

- Where work is suspended on a project, contractors are directed to follow any additional project shut-down protocols as provided by the contracting agency/authority

For additional resources:

OSHA COVID-19 Resources

OSHA Guidance on Preparing Workplaces for COVID-19

DOL COVID-19 Resources

Interim Guidance for Business and Employers

Centers for Disease Control -- <https://www.cdc.gov/coronavirus/2019-ncov/index.html>

SAMPLE

NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

GENERAL CONDITIONS

Table of Articles

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23. Payment
24. Audits and Records
25. Labor Law and Prevailing Wages Notifications Provisions
26. Statutory Requirements for Restrictions on Contracts during the Procurement Process and Disclosure of Contacts and Responsibility of Offerers
27. Miscellaneous Provisions

Appendices:

Standard Clauses for all New York State Contracts – Appendix A

Appendix B

ARTICLE 1 – THE CONTRACT DOCUMENTS

- 1.1 The Contract Documents are comprised of the following documents, all of which are hereby incorporated by reference and shall hereinafter be referenced as the “Contract.”
- Appendix A “Standard Clauses For New York State Contracts”;
 - Agreement;
 - General Conditions;
 - Supplemental Conditions;
 - Appendix B;
 - Specifications;
 - Drawings;
 - Instructions to Bidders;
 - Performance and Payment Bond;
 - Labor and Materials Bond;
 - All Required Certificates of Insurance;
 - All Addenda issued prior to the receipt of bids;
 - An Approved MWBE Utilization Plan, if required;
- 1.2 The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, either written or oral, including Bidding Documents.
- 1.3 The Contract may not be modified except in accordance with the General Conditions.

ARTICLE 2 – DEFINED TERMS

- 2.1 The following terms shall have the meanings ascribed to them in this Article, wherever they appear in the Contract Documents.
- 2.2 The term “Bid” means the approved prepared bid form on which the Bidder is to submit or has submitted a bid for the Project contemplated.
- 2.3 The term “Bidder” means any individual, firm or corporation submitting a Bid for the Project contemplated, acting directly or through a duly authorized representative.
- 2.4 The term “Bid Security” means the collateral in the form of a certified check, bank check or bid bond to be furnished by the Bidder as a guarantee of his or her ability to procure the minimum equipment and liquid assets specified and that Bidder shall enter into a Contract with the Office for the performance of the Work.
- 2.5 The term “Change Order” means a written order to the Contractor signed by the Contractor, Director’s Representative, and NYS Office of State Comptroller, issued after the execution of the Contract, authorizing a Change in the Work or an adjustment in the

Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order.

- 2.6 The term “Commissioner” means the Commissioner of Parks, Recreation and Historic Preservation.
- 2.7 The term “Comptroller” means the Comptroller of the State of New York.
- 2.8 The term “Contractor” means the person, firm, partnership or corporation executing the Contract or the successor or assignee of the Contractor approved in writing by the Commissioner.
- 2.9 The term “Days” shall mean calendar days.
- 2.10 The term “Designated Payment Office” shall be the regional office as identified on the cover of the Project Manual.
- 2.11 The term “Director” means the Director of Capital Programs or equivalent for the Office of Parks, Recreation and Historic Preservation, who will have general direction and supervision of the Work, except for Appendix B where the term “Director” means the Director of the Division on Minority and Women’s Business Development.
- 2.12 The “Director’s Representative” means an employee of the Office designated by the Director as the Director’s authorized representative. Under the direction of the Director, the Representative shall have complete charge of the Work and shall exercise full supervision and direction of the Work. Except where noted, the Contract Documents specifically designate a person to perform a function or duty, it shall mean the Director’s Representative but only for the performance of that function or duty. Where the word “directed” appears in the Contract Documents, the words “by the Director’s Representative” shall be deemed inserted thereafter in each case except where it is obviously inappropriate in context.
- 2.13 The term “Labor and Materials Bond” is a bond guaranteeing prompt payment of monies due to all persons furnishing labor or materials to the Contractor or any Subcontractor in the prosecution of the Work provided for as set forth in State Finance Law Section 137.
- 2.14 The term “Liquidated Damages” means the total amount of money to be assessed against the Contractor for delay in completion of the Contract. The total amount of such damages shall not exceed the amount per day stipulated in Article 14.10 times the numbers of Days completion is delayed, unless otherwise specified in the Notice to Bidders.
- 2.15 The term “Material” means any approved material acceptable to the Director’s Representative and conforming to the requirements of the Specifications. All processes and materials shall at all times be open to inspection and testing by the Office and its authorized representatives.

- 2.16 The term “Offerer” shall mean the individual or entity, or any employee, agent of consultant or person acting on behalf of such individual or entity that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement.
- 2.17 The term “Office” or “OPRHP” means the New York State Office of Parks, Recreation and Historic Preservation.
- 2.18 The term “Performance Bond” means a written guaranty from a third party guarantor provided to the Office by Contractor upon the award of the Contract to ensure the full performance of the Work and completion of the Project as set forth in the Contract Documents. The form of the Performance Bond is subject to the approval of the Office and the Attorney General.
- 2.19 The term “Physical Completion Date” means the date upon which the Contractor and the Director’s Representative agree that all deficiencies noted on the final inspection report have been corrected as evidenced by the issuance of the Physical Completion Report.
- 2.20 The term “Physical Completion Report” means the report issued by the Director’s Representative in which all the deficiencies in the work are noted.
- 2.21 The term “Plan” or “Drawings” means an illustrated graphic that typically includes technical layout information, specification data, and details as required to facilitate the construction of an entire project or smaller unit of work.
- 2.22 The term “Premises” means all land, buildings, structures, or other items of any kind located around or adjacent to the Site and owned, occupied or otherwise used by the State.
- 2.23 The term “Project” means Work at the site carried out pursuant to one or more sets of Contract Documents.
- 2.24 The term “Project Manual” means the combined Notice to Bidders, Instructions to Bidders, Supplementary Conditions, the Summary of and Implementation Guidelines for § 139-J of the State Finance Law, Sample Forms, Bid Forms, General Conditions, All Referenced Appendices, Prevailing Wage Rates, the Drawings and Specifications; the Invitation for Bids and the Bid, issued prior to the receipt of bids.
- 2.25 The term “Provide” means to furnish and install, complete, in place and ready for operation and use.
- 2.26 The term “Samples” are physical examples submitted by the Contractor of materials, equipment or workmanship to establish a standard, which the Contractor is required to meet.

- 2.27 The term “Schedule of Values” means a breakdown of the Contract Sum in tabular form that lists the dollar value of individual work items. Schedule to be provided in accordance with specific Division 01 requirements and in enough detail to facilitate evaluation of the Payment Application by the Director’s Representative.
- 2.28 The term “Shop Drawings” are drawings, diagrams, illustrations, schedules, test data, performance charts, cuts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and submitted by the Contractor and which illustrate a portion of the Work.
- 2.29 The term “Site” means the area within the contract limit lines as identified in the drawings, or adjacent areas designated in writing by the Director’s Representative. Some contracts might involve separate and distinct sites.
- 2.30 The term “Specifications” means the body of directions and/or requirements contained in this document, together with all documents of any description, and agreements made (or to be made), pertaining to the methods (or manner), of performing the work and quality (as shown by test records) of accepted materials to be furnished under this Contract.
- 2.31 The term “State” means the State of New York.
- 2.32 The term “Subcontractor” means a person, firm, partnership or corporation executing a portion of the Work for the “Contractor,” who has the sole responsibility for his or her performance.
- 2.33 The term “Substantial Completion” means that the Work required by the Contract with OPRHP is sufficiently complete, in accordance with the Contract, so that OPRHP may occupy or utilize the Work for its intended use; provided further, that Substantial Completion shall apply to the entire Project or a portion of the entire Project if the Contract with OPRPH provides for occupancy or use of a portion of the Project.
- 2.34 The term “Surety” means the entity which is bound with and for the Contractor, and which is engaged to be responsible for the Contractor’s acceptable performance of the Project for which he or she has contracted and for all Labor, Performance, and Material Bonds.
- 2.35 The term “Work” means the total sum of labor, supervision, materials and equipment necessary for the proper completion of the Contract as set forth in the Contract Documents.

ARTICLE 3 – INTERPRETATION OF CONTRACT DOCUMENTS

- 3.1 The Plans, Drawings and Specifications are complementary, and what is called for by one shall be as binding as if called for by all. It is not intended to include work not properly inferable from the Plans, Drawings and Specifications. In all cases, labelled dimensions shall take precedence over scaled dimensions, and the larger scale details take precedence

over smaller scale drawings. In the case of difference between Drawings and Specifications, the Specifications shall govern.

- 3.2 Upon his or her own initiative or the Contractor's written request, the Director's Representative may issue written interpretation or drawings necessary for the proper execution or progress of the work which interpretation shall be consistent with and reasonably inferable from the Contract Documents.
- 3.3 The language of the Contract Documents is directed at the Contractor unless specifically stated otherwise.
- 3.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.
- 3.5 In the event of conflicting provisions in the Contract Documents, the Specifications shall take precedence over the Drawings.
- 3.6 If during the performance of the Work, the Contractor identifies a conflict in the Contract Documents, or a variation from any applicable statute, rule or regulation, the Contractor shall promptly notify the Director's Representative in writing of the conflict. The Director's Representative shall promptly acknowledge the notification in writing and advise the Contractor, pursuant to Paragraph 3.2 of these General Conditions, as to the interpretation to be followed in the performance of the Work.

ARTICLE 4 – SHOP DRAWINGS AND OTHER SUBMITTALS

- 4.1 Shop Drawings (see Article 2.28)
- 4.2 Product data are manufacturer's catalogsheets, brochures, standard diagrams, illustrations, schedules, performance charts, test data, standard schematic drawings, specifications and installation instructions.
- 4.3 Samples are physical examples submitted by the Contractor of materials, equipment or workmanship to establish a standard that the Contractor is required to meet.
- 4.4 The Contractor and the Director's Representative shall adhere to the submittal and scheduling requirements for Shop Drawings, product data and Samples set out in the Specifications.
- 4.5 By approving and submitting Shop Drawings and samples, the Contractor represents that the Contractor has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that he or she has checked and coordinated each Shop Drawing and Sample with the requirements of the Contract Documents.

- 4.6 The Director's Representative's approval of Shop Drawings, product data and Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has previously informed the Director's Representative of the deviation in a separate writing at the time of submission and received written approval for the specific deviations. The Director's Representative's approval shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings, product data or samples.
- 4.7 No portion of the Work requiring Shop Drawings, product data or Sample submission shall be commenced until the appropriate submission has been approved by the Director's Representative.
- 4.8 Any portions of the Work requiring Shop Drawings, product data and Samples shall be installed in accordance with the approved Shop Drawings, product data and Samples.

ARTICLE 5 – SCHEDULE

- 5.1 Each Contractor shall deliver to the Director's Representative and receive approval prior to commencing work, a detailed schedule concerning his or her operations upon the Project on a form acceptable to the Office, which shall indicate completion within the specified time frame, to the satisfaction of the Director's Representative.
- 5.2 During the term of this Agreement, the Director's Representative may require any Contractor to modify any schedules which he or she has submitted either before or after they are approved so that:
 - (a) The Work or the Project may be properly progressed.
 - (b) Changes in the Work or the Work of other Contractors are properly reflected in these schedules.

ARTICLE 6 - MATERIALS

- 6.1 All materials, equipment and articles used permanently in the Work that become the property of the State shall be new unless specifically stated otherwise in the Contract.
- 6.2 Except where specifically provided otherwise, whenever any product is specified by the name, trade name, make, model or catalog number of any manufacturer or supplier, the intent is not to limit competition, but to establish a standard of quality that the Director's Representative has determined is necessary. The words "or equal" shall be deemed inserted in each instance. The Contractor may use any product equal to that named in the Contract Documents that is approved by the Director's Representative and which meets the requirements of the Contract Documents provided the Contractor gives timely notice of his or her intent in accordance with the submittal and scheduling requirements.

- 6.3 The Contractor shall have the burden of proving at the Contractor's own cost and expense to the satisfaction of the Director's Representative that the proposed product is equal to the named product. The Director's Representative may establish criteria for product approval. The Director's Representative shall determine in his or her absolute discretion whether a proposed product is to be approved.
- 6.4 If the Contractor fails to comply with the provisions of this Article, or if the Director's Representative determines that the proposed product is not equal to that named, the Contractor shall supply the product named.
- 6.5 The Contractor shall have and make no claim for the extension of time or for damages because the Director's Representative requires a reasonable period of time to consider a product proposed by the Contractor or because the Director's Representative disapproves such a product.
- 6.6 Where optional materials or methods are specified, or where "or equal" submissions are approved, the Contractor shall make all adjustments to contingent work, whether the contingent work be the Work of its contract or the Work of another Contract, necessary to accommodate the option or "or equal" product it selects without extra or additional cost.
- 6.7 The Contractor shall within 48 hours remove from the Premises all materials rejected by the Director's Representative as failing to conform to the Contract, whether incorporated in the Work or not, and the Contractor shall promptly substitute satisfactory materials in accordance with the Contract and without expense to the Office. In addition, the Contractor shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- 6.8 Royalties and patents: The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall defend, indemnify and save the State harmless from loss on account thereof, except that the State shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified.
- 6.9 Asbestos Free Materials: All materials used for construction shall be free of asbestos containing materials. If asbestos is found in installed products not previously approved by the State, then it will be the responsibility of the contractor to abate the asbestos containing material and replace the work with new asbestos free materials at no cost to the State.
- 6.10 The contractor agrees that if the value of this contract exceeds \$100,000 all structural steel, reinforcing steel and other major steel items to be incorporate in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.

ARTICLE 7 – CONTRACTOR'S SUPERVISION

- 7.1 The Contractor shall designate a competent supervisor for the Work to represent the Contractor at the site at all times with authority to act for the Contractor (“Contractor’s Representative”). The Contractor shall notify the Director’s Representative in writing of the identity of the Contractor’s Representative prior to the commencement of the Work. All directions given the Contractor's Representative shall be as binding as if given to the Contractor.
- 7.2 Should the Director’s Representative deem any employee of the Contractor incompetent or negligent or for any cause unfit for his or her duty, the Contractor shall dismiss such employee and he or she shall not again be employed on the Work.
- 7.3 The Contractor’s use of any Subcontractor shall not diminish the Contractor’s obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its Subcontractors.
- 7.4 The Contractor shall be responsible for informing its Subcontractors and suppliers of all the terms, conditions and requirements of the Contract Documents including, but not limited to the General Conditions, Supplemental Conditions, the Drawings and Specifications, Appendix A, and changes made by Addenda.

ARTICLE 8 – USE OF PREMISES

- 8.1 If the Premises are occupied, the Contractor, the Contractor's Subcontractors and their employees shall comply with the regulations governing access to, operation of, and conduct while in or on the Premises and shall perform the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of business.
- 8.2 The Contractor, the Contractor's Subcontractors and their employees shall not have access to or be admitted into any area of the Premises outside the Site except with the written permission of the Director's Representative.

ARTICLE 9 – PERMITS AND COMPLIANCE WITH APPLICABLE LAWS

- 9.1 The Contractor shall obtain, maintain and pay for all permits and licenses legally required and shall give all notices, pay all fees, and comply with all laws, rules and regulations applicable to the Work at no additional cost.
- 9.2 Contractor shall comply with all federal and state laws, codes and regulations applicable to the conduct of the activities authorized by this Contract.
- 9.3 If, in carrying out this Work, a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Industrial Board of

Appeals, then the Contractor shall install, maintain and effectively operate such appliances and methods during the life of this Contract; and in case of Contractor's failure to comply, as provided by Section 222-a of the Labor Law, the Contract shall be void.

- 9.4 In accordance with Worker's Compensation Law (WCL) §141-b (Suspension and Debarment), any person subject to a final assessment of civil fines or penalties or a stop-work order, or that has been convicted of a misdemeanor for a violation of WCL §§ 26 (Enforcement of Payment in Default), 52 (Effect of Failure to Secure Compensation) or 131 (Payroll Records), and any substantially-owned affiliated entity of such person, shall be ineligible to submit a bid on or be awarded any such public work contract or subcontract with the State, any municipal corporation or public body for a period of one (1) year from the final determination or conviction. Any person convicted of a felony under Article 8 (Administration) of the WCL, or a misdemeanor under WCL §§125 (Job Description Prohibited Based on Prior Receipt of Benefits) and 125-a (Civil Enforcement) shall be ineligible to submit a bid or be awarded any public work contract or subcontract with the State, any municipal corporation or public body for a period of five (5) years from such conviction.
- 9.5 The Contractor certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Conservation Law (ECL) section 19-0323, to be used under this Contract, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by New York State Department of Environmental Conservation. Qualification for a waiver under this law will be the responsibility of the Contractor.
- 9.6 During the term of this Contract, the Contractor agrees to report any observed or suspected illegal activity of its employees, agents or other third parties, to the assigned Director's Representative, OPRHP Director of Capital Programs, OPRHP Counsel's Office, the State Inspector General or other law enforcement agency. Failure to report criminal conduct associated with a contract awarded by the Office, shall be considered a material breach of this Contract and may provide grounds for disqualification of the subject Contractor or Subcontractor for award of future contracts. The Contractor shall include the provisions of this section in every subcontract, in such a manner that the provisions will be binding upon each Subcontractor as to work performed in connection with this Contract.

ARTICLE 10 – INSPECTION AND MATERIAL ACCEPTANCE

- 10.1 The Director's Representative will inspect and test the Work at reasonable times at the Site, unless the Director's Representative determines to make an inspection or test at the place of production, manufacture or shipment. Such inspection or test shall be conclusive as to whether the material and workmanship inspected or tested conforms to the requirements of the Contract. Such inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance. Conducting inspections or tests shall not diminish the Director's Representative the right to reject the completed Work.

- 10.2 The Contractor shall, without charge, promptly correct any Work the Director's Representative determines does not conform to the Contract Documents unless in the public interest the Director's Representative consents to accept such Work with an appropriate adjustment in the Contract price. The Contractor shall promptly remove rejected material from the Premises.
- 10.3 If the Contractor does not promptly correct rejected Work including the Work of another contractor or Subcontractor destroyed or damaged by removal, replacement, or correction, the Director's Representative may (1) correct such Work and charge the cost thereof to the Contractor; or (2) terminate the Contract in accordance with Article 15 of General Conditions.
- 10.4 The Contractor shall furnish promptly, without additional charge, all facilities, labor, material and equipment reasonably needed to perform in a safe and convenient manner such inspections and tests, as the Director's Representative requires.
- 10.5 The Contractor shall keep the Director's Representative informed of the progress of the Work and particularly when the Contractor intends to cover Work not yet inspected or tested. All inspection and tests by the Director's Representative shall be performed in such manner as not to unreasonably delay the Work. The Contractor shall be charged with any additional cost of inspection when the Work is not ready at the time specified by the Director's Representative for inspection.
- 10.6 Should the Director's Representative determine at any time before acceptance of the entire Work to examine Work already completed by removing, uncovering or testing the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, materials and equipment to conduct such inspection, examination or test. If such Work is found to be defective or nonconforming in any material respect, the Contractor shall defray all the expenses of such examination and satisfactory reconstruction. If the Work is found to meet the requirements of the Contract Documents, the Director's Representative shall compensate the Contractor for additional services involved in such examination and reconstruction. If completion of the Work has been delayed, the contractor may request a suitable extension of time.
- 10.7 No previous inspection or certificates of payment shall relieve the Contractor from the obligation to perform the Work in accordance with the Contract Documents.
- 10.8 The Contractor shall remedy all defects, and pay for the cost of any damage to other Work resulting therefrom, notice of which shall have been provided within a period of one year from the Physical Completion Date in accordance with the General Conditions.

ARTICLE 11 – CHANGE ORDERS

- 11.1 The Office may make changes by altering, adding to or deducting from the Work, and adjusting the Contract price accordingly. All changes Work shall be executed in

conformity with the terms and conditions of the Contract Documents unless otherwise provided in the Order on Contract. Any change in the Contract sum or time for completion shall be adjusted prior to issuing the Order on Contract.

- 11.2 No written or oral instructions shall be construed as directing a change in the Work unless in the form of an Order of Contract signed by the Office and the Contractor and signed by the NYS Office of State Comptroller. The Order of Contract shall describe or enumerate the Work to be performed and state the price to be added to or deducted from the Contract sum. If the extent or cost of the Work is not determinable until after the changed Work is performed, the Order on Contract shall specify the method for determining the cost and extent of the changed Work when completed. If the Contractor disagrees as to any element of the Order on Contract, the Contractor shall indicate the disagreement in writing on the face of the Order on Contract and promptly proceed in accordance with the Order on Contract.
- 11.3 If the Contractor is directed to perform Work for which the Contractor believes he or she is entitled to an Order of Contract, the Contractor shall give the Director prompt written notice and await instructions before proceeding to execute such Work. The Director may order the Contractor to execute the Work and proceed under the Disputes Clause.
- 11.4 The value of any Order of Contract shall be determined by one or more of the following methods:
 - (a) By acceptance of prices negotiated or established based on estimated cost plus overhead and profit as applicable.
 - (b) By Prices specifically named in the Specifications or Bid Form.
 - (c) By acceptance of agreed unit prices based on estimated cost plus overhead and profit as applicable.
 - (d) By estimate of the actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.
 - (e) By actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.
 - (f) By estimate of the value as deductible from the approved detailed estimate.
- 11.5 Overhead shall be defined as an allowance to compensate for all costs, charges and expenses, direct or indirect, except for the actual cost of labor and materials as defined by paragraph 11.6. Overhead shall be considered to include, but not limited to insurance (other than as mentioned in paragraph 11.6) bond or bonds, field and office supervisors and assistants above the level of foreman, use of small tools and minor equipment, incidental job burdens, general office expenses, etc.

- 11.6 Actual cost of labor and material shall be defined as the amount paid for the following costs, to the extent determined reasonable and necessary:
- (a) Cost of materials delivered to the job site for incorporation into the Contract Work. The value of any material removed and disposed of by the Contractor shall be a credit to the Office.
 - (b) Wages paid to workers and foreman and wage supplements paid to labor organizations in accordance with current labor agreements.
 - (c) Premiums or taxes paid by the Contractor for Worker's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.
 - (d) Sales taxes paid as required by law.
 - (e) Allowance for use of construction equipment (exclusive of hand tools and minor equipment), as approved for use by the Director's Representative.
 - i. Rented equipment will be paid for at the actual rental cost.
 - ii. Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost.
 - iii. When, in the opinion of the Contractor, and as approved by the Director's Representative, suitable equipment is not available on the site, the moving of said equipment to and from the site will be paid for at actual cost.
 - iv. Self-owned equipment, including equipment rented from controlled or affiliated companies. The rate on self-owned equipment used for periods of under five days will be an hourly rate established by taking any published rate which is mutually acceptable to the Contractor and the Director's Representative and determining an hourly rate on the basis of 22 days per month and eight hours per day. Equipment used for periods of five days or more will be billed at a rate equal to 45% of the monthly rate. In the alternative, the Director's Representative may approve for reimbursement a rate representing the allocable costs of ownership.
- 11.7 Regardless of the method used to determine the value of any Order of Contract, the Contractor will be required to submit evidence satisfactory to the Director to substantiate each and every item that constitutes his or her proposal of the value of the change. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the two following paragraphs.
- 11.8 If the work is done directly by the Contractor, overhead in an amount of 10% may be added

if method (a), (c), (d) or (e) is used, and to the cost of the labor and materials plus overhead there may be added 10% for profit. The percentages for overhead and profit may vary accordingly to the nature, extent and complexity of the Work involved, but in no case shall exceed the percentages set forth in this paragraph and in paragraph 11.9. No percentages for overhead and profit will be allowed on payroll taxes or on the premium portion of overhead pay.

- 11.9 If the Work is done by a subcontractor, subcontractor's overhead in the amount of 5% may be added to the cost of labor and materials if method (a), (c), (d), and (e) is used and to the cost of labor and materials plus overhead there may be added 10% for the subcontractor's profit. No percentage for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay. However, to the extent that the aggregate dollar value of Orders on Contract exceeds \$75,000, the 10% overhead applied to total costs of labor and materials incurred by the prime Contractor shall be reduced to 5%. In addition, on all individual Orders of Contract in excess of \$75,000, the overhead shall be no more than 5% of the total actual cost of labor and materials incurred by the Contractor, and the combined Contractor's overhead and profit allowance applied to subcontract billings shall be no more than 5%.
- 11.10 The Director shall determine by which of the foregoing methods of value of any changes shall be computed.
- 11.11 In computing the value of an Order on Contract which involved additions and deductions of Work and the added Work exceeds the omitted Work, overhead and profit shall be computed on the amount by which the cost of additional labor material exceeds the cost of the omitted labor and material, except no additional overhead and profit shall be allowed on value of work determined by method (b) or (f).
- 11.12 In computing the value of an Order of Contract which involves deductions and additions of Work and the omitted work exceeds the added Work, the Contractor will be allowed to retain the overhead and profit on the amount by which the omitted Work exceeds the added Work, except that no overhead and profit shall be retained on value of Work determined by method (b) or (f).
- 11.13 The Contractor may retain overhead and profit on an Order of Contract which involved deductions only, except that no overhead and profit shall be considered on value of Work determined by method (b) or (f).

ARTICLE 12 – SITE CONDITIONS

- 12.1 If the Contractor encounters subsurface or other latent physical conditions at the Site which differ substantially from those shown, described or indicated in such information provided in the Contract Documents or from any information which is a public record and which subsurface or other latent physical condition could not have been reasonably anticipated from that information or from the Contractor's own inspection and

examination of the Site, the Contractor shall give immediate written notice to the Director's Representative before any such condition is disturbed. The Director's Representative shall promptly investigate and, if it is determined that the conditions substantially differ from those that should have been reasonably anticipated, shall make such changes in the Contract Documents as may be required. If necessary, the Contract sum and completion date shall be adjusted by Change Order, to reflect any increase or decrease in the cost of, or time required for, performance of the Contract.

- 12.2 The Contractor shall protect trees, shrubbery and other natural features or structures within the Premises from being cut, trimmed, or injured, unless directed by the Director's Representative for preparing the Site for the Work. The Contractor shall prevent employees from tramping in the shrubbery and vehicles from being driven through wooded lands. When necessary, the Contractor shall protect trees adjacent to the premises in a matter satisfactory to the Director's Representative.
- 12.3 The Contractor shall provide and replant at its own expense trees, shrubbery, and other natural features destroyed or damaged. The Contractor shall conduct its operations within the Premises as directed by the Director's Representative.

ARTICLE 13 – SUSPENSION OF WORK

- 13.1 Suspension of Work: The Director may order the Contractor in writing to suspend, delay, or interrupt performance of all or any part of the Work for a reasonable period of time as the Director, in his or her sole discretion, may determine ("Suspension Order"). The order shall contain the reason or reasons for issuance that may include but shall not be limited to the following: latent field conditions, substantial program revisions, civil unrest, acts of God.
 - 13.1.1 Upon receipt of a Suspension Order, the Contractor shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage.
 - 13.1.2 The Contractor specifically agrees that a suspension, interruption or delay of the performance of the Work pursuant to this Article shall not increase the cost of performance of the Work of this Contract.
 - 13.1.3 A Suspension Order issued by the Director pursuant to this Article shall have duration not to exceed 30 days. If the Contractor is not directed to resume performance of the Work affected by said Suspension Order prior to the expiration of 30 days, the Contract may be terminated for the convenience of the State and the Contractor shall be reimbursed as provided by Article 15.
- 13.2 Stop Work Orders: If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents,

the Director's Representative may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Director's Representative to stop the Work shall not give rise to any duty on the part of the Director's Representative to exercise this right for the benefit of Contractor or any other party.

13.2.1 Contractor shall bear all direct, indirect and consequential costs of such order to Contractor to stop Work including but not limited to fees and charges of engineers, architects, attorneys and other professionals, any additional expenses incurred by the Office due to delays to others performing work under a separate contract with the Director's Representative, and other contractual obligations, and Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to any extension of contract time or recovery of any delay damages due to the order to stop Work.

13.2.2 In the event that Contractor fails to pay such costs within thirty days after receipt of an invoice from Office, a Change Order or proposed Change Order may be issued incorporating the unpaid amount as an appropriate reduction in the Contract Price. If the parties are unable to agree as to the amount thereof, the Contractor may make a claim therefore as provided in Article 11 of the General Conditions.

ARTICLE 14 – TIME OF COMPLETION AND TERMINATION FOR CAUSE

14.1 All time limits set forth in this Contract are of the Essence. Failure by the Contractor to meet with the Contract deadlines shall be cause for the Office to assess Liquidated Damages.

14.2 Termination for Cause. In addition to all other rights of termination provided by law and in this Contract, if any one or more of the following events shall occur, that is to say.

14.2.1 If Contractor commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

14.2.2 If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

14.2.3 If Contractor makes a general assignment for the benefit of creditors;

14. 2.4 If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge

of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

- 14. 2.5 If Contractor admits in writing an inability to pay its debts generally as they become due;
- 14. 2.6 If Contractor fails to perform the Work in accordance with the Contract Documents, including, but not limited to, failure to supply sufficient skilled workers, or suitable materials or equipment, or failure to adhere to the progress schedule established under Article 5.1 as revised from time to time or failure to submit an updated schedule as required by Article 5.2;
- 14.2.7 If Contractor disregards the authority of the Director's Representative;
- 14.2.8 If Contractor filed certification in accordance with New York State Finance Law § 139-k which was intentionally false or intentionally incomplete;
- 14.3 If in the judgment of the Director, the Contractor fails or refuses to prosecute the Work in accordance with the Contract, or fails to complete the Work within the time provided by the Contract, the Director may terminate the Contract by written notice to the Contractor in the manner set forth in Article 27.2 herein and to the Surety in the manner set forth in the Performance Bond. In such event, the Director shall direct the Surety to complete the Work. If the Surety fails or refuses to complete the Work, the Director may take over the Work and prosecute it to completion by contract publicly let or otherwise, and may take possession of and utilize in completing the Work, such of the Contractor's materials, equipment and plant as may be on the Site of the Work. Whether or not the right to terminate is exercised, the Contractor and the Surety shall be liable for any damage to the State resulting from the Contractor's failure or refusal to complete the Work in accordance with the Contract or his or her failure to complete the Work within the time provided by the Contract.
- 14.4 If the Director terminates the Contract for failure to prosecute the Work, in addition to any damages provided for by law, the delay shall occasion the payment of damages by Contractor which shall consist of Liquidated Damages until the Work is physically completed, plus any increased costs the Office incurs in completing the Work.
- 14.5 The Contract shall not be so terminated nor the Contractor charged with resulting damage if:
 - (a) The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of a contract with the Office, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control

and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

- (b) The Contractor shall notify the Director's Representative in writing of the causes of delay within fifteen (15) days from when the Contractor knew or ought to have known of any such delay.
- 14.6 The Director's Representative will ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the Director's Representative's judgment, the findings of fact justify such an extension, and his or her findings of fact shall be final and conclusive unless within twenty (20) Days from the date of receipt of the decision, the Contractor serves upon the Director a written appeal by certified mail. Upon appeal, the decision of the Director shall be final and conclusive.
- 14.7 If after notice of termination of the Contract, it is determined for any reason that the Contractor was not in default or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.
- 14.8 The rights and remedies of the Office provided in this clause are in addition to any other rights and remedies provided by law or under this Contract, provided that damages for delay incurred by the Contractor shall be as specified in Articles 14.3 and 14.4.
- 14.9 The Office reserves the right to terminate this Contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.
- 14.10 Liquidated Damages: The work represented in this Contract is part of a comprehensive program, undertaken by the Office on behalf of the People of the State of New York in the belief that the expenditures are justified by the benefits which accrue to the public. If the public does not get the full and complete use of facilities for which the expenditures are made, a resulting financial loss cannot be exactly computed. Accordingly, a deduction, indicated below or in the Notice to Bidders, will be made from the Contract price for every calendar day after the completion date specified in the Contract Documents for which the Contract is not completed in every detail. Said sum, because of the difficulty in determining accurately the loss to the State, is hereby fixed and agreed as the Liquidated Damages that the State will suffer by reason of such delay, and not as a penalty; such Liquidated Damages, as defined for this Project, are understood and agreed to be the actual cost of all extra inspection, salaries of contingent force, and other engineering expenses entailed upon the State as a result of such delay. The Liquidated Damages set forth herein apply only to a delay in completion of the Project and in no way are such damages to be interpreted as being the Office's exclusive remedy under the Contract or in Law.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Total Contract Bid Price		Liquidated Damages per Calendar Day
From More Than	To and Including	
\$0	\$100,000	\$500
\$100,000	\$500,000	\$1,000
\$500,000	\$1,000,000	\$1,500
\$1,000,000	\$2,000,000	\$1,750
\$2,000,000	\$5,000,000	\$2,000
\$5,000,000	\$10,000,000	\$2,500
\$10,000,000	\$20,000,000	\$4,000
\$20,000,000		\$7,000

14.11 Contractor Responsibility:

- (a) Contractor shall at all times during the contract term remain a responsible vendor. Contractor agrees, if requested by State Parks, to present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance and organizational and financial capacity to carry out the terms of this contract.
- (b) State Parks reserves the right to suspend any or all activities under this contract, at any time, when State Parks discovers information that calls into question the responsibility of Contractor. In the event of such suspension, Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Contractor must comply with the terms of the suspension order. Contractual activities may resume at such time as State Parks issues a written notice authorizing resumption of contractual activities.
- (c) Notwithstanding the provision of Article 14 of the contract pertaining to Termination and Revocation, upon written notice to Contractor and a reasonable opportunity to be heard with appropriate State Parks' staff, this contract may be terminated by State Parks at Contractor's expense where Contractor is determined by State Parks to be non-responsible. In such event, State Parks may pursue available legal or equitable remedies for breach.

ARTICLE 15 – TERMINATION OF CONTRACTOR’S EMPLOYMENT FOR THE
CONVENIENCE OF THE STATE OF NEW YORK

- 15.1 The Director may terminate this Contract whenever in the Director's judgment the public interest so requires by delivering to the Contractor a notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from such termination. The Office shall pay the Contractor the sum of:
- (a) The costs actually incurred up to the effective date of such termination,
 - (b) The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of Work under this Contract, which amounts shall be included in the cost on account of which payment is made under (a) above, and
 - (c) The rate of profit and overhead on (a) and (b) as prescribed in Division 01- General Requirements. If the Contractor would have sustained a documentable loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.
- 15.2 In no event shall the Contractor's compensation exceed the total Contract amount.
- 15.3 The amount of progress payments made to the Contractor prior to the date of termination was effective shall not be conclusive evidence of costs incurred, but progress payments shall be offset against any payment which the Office makes to the Contractor as a result of such termination.

ARTICLE 16 – DISPUTES

- 16.1 The Contractor shall submit notice of any dispute relating to the performance of this Contract to the Director’s Representative no more than fifteen (15) days after he or she knew or should have known of the facts which are the basis of the dispute. The notice shall be in writing and shall be transmitted:
- i. via certified or registered United States mail, return receipt requested;
 - ii. by facsimile transmission;
 - iii. by personal delivery;

- iv. by expedited delivery service; or
 - v. by e-mail.
- 16.2 The Director's Representative shall acknowledge receipt of such notice by providing written acknowledgement to the Contractor; however, failure to provide written acknowledgment shall not be a breach of contract or in any way alter the Contractor's obligation to provide timely notice. The Contractor's notice shall identify the nature of the dispute; identify the person who rendered the decision or interpretation involved, and the date of the decision or interpretation with which the Contractor disputes, attaching a copy of such decision or interpretation; contain a statement of the contractual basis for the dispute; and identify the relief sought. The Contractor shall have a continual duty to promptly provide the Director's Representative with up to date information related to the dispute.
- 16.3 The Contractor agrees that Article 16 does not apply to any dispute which involves delay (see Article 14), acceleration, interference or any other act or omission constituting a breach of contract; any matter relating to extensions of time, bonuses or liquidated damages; to the value of any order on contract or field order; or to any termination for cause or convenience.
- 16.4 The Director's Representative shall reduce his or her decision to writing and furnish a copy thereof to the Contractor. The decision of the Director's Representative shall be final and conclusive unless within twenty (20) Days from the date of receipt of the decision, the Contractor serves upon the Director a written appeal by certified mail.
- 16.5 Upon appeal, the decision of the Director shall be final and conclusive. In connection with any appeal proceeding held pursuant to this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his or her appeal. Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Director's Representative's decision. Nothing in this Contract shall be construed as making final the decision of any administrative official upon a question of law.

ARTICLE 17 – STATUTORY REQUIREMENTS FOR THE UTILIZATIONS OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

- 17.1 Pursuant to Section 313 of Article 15-A of the Executive Law of the State of New York, the Director of the Division of Minority and Women's Business Development has promulgated rules and regulations (Parts 140 through 145 of Subtitle N of Title 9 New York Code of Rules and Regulations) (the "Regulations") for the purposes of ensuring that certified Minority and Women owned Business Enterprises shall be given the opportunity for meaningful participation in the performance of State contracts and to facilitate the award of a fair share of State contracts and subcontracts to such business enterprises.

- 17.2 The Contractor shall make a good faith effort to solicit active participation in the Work by enterprises identified in the directory of certified businesses obtainable from the Division of Minority and Women's Business Development, New York State Department of Economic Development.
- 17.3 The Contractor agrees, as a material condition of this contract, to be bound by the provisions of Section 316 of Article 15-A of the Executive Law of the State of New York, which relates to the resolution of disputes, which may arise under this Article.
- 17.4 The Contractor agrees to include the provisions of Articles 17.2 and 17.3 of these General Conditions in every subcontract it enters into as to Work in connection with this Contract in such a manner that the provisions will be binding upon such Subcontractor. However, the provisions of this paragraph shall not be binding upon the Contractor or its subcontractors in the performance of work or the provision of services that are unrelated, separate or distinct from this Contract as expressed by its terms.
- 17.5 The Regulations referred to in Article 17.1 of these General Conditions require, among other things, that a bidder or proposer for a State contract submit a utilization plan which shall identify certified Minority or Women Owned Business Enterprises which the bidder/proposer intends to use in connection with the performance of the proposed State contract. Such a utilization plan shall be submitted after bids are opened but prior to contract award.
- 17.5.1 Pursuant to the Regulations: (1) the Commissioner may require the submission by the Contractor of compliance reports relating to the implementation of and adherence to the utilization plan in performing the Contract; (2) the Commissioner shall allow the Contractor to apply for a partial or total waiver of the Minority and Women Owned Business participation requirements; (3) the Contractor may file a complaint with the Executive Director of the Division of Minority and Women's Business Development regarding a denial of a request for waiver of Minority and Women Owned Business participation requirements; (4) the Commissioner may file a complaint with the Executive Director of the Division of Minority and Women's Business Development in the event the Contractor fails to comply with the Minority and Women Owned Business participation requirements set forth in this Contract; and (5) the Commissioner may disqualify the Contractor's bid or proposal as being non-responsive for failure to remedy notified deficiencies contained in the Contractor's utilization plan after an administrative hearing on the record, reviewing all grounds for disqualification stated by the Commissioner and taking into consideration all the criteria set forth in Section 313 of the Executive Law.
- 17.5.2 The Contractor is referred to the entirety of the provisions of Section 316 of Article 15-A of the Executive Law of the State of New York and of the Regulations for the Contractor's full familiarization with their applicable provisions as terms of this Contract.

ARTICLE 18 – SUBCONTRACTS

- 18.1 Before any part of the Contract shall be sublet, the Contractor shall submit to the Director's Representative in writing the name of each proposed Subcontractor and supplier and obtain the Director's Representative's written consent to such Subcontractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed Subcontractor by the Director's Representative without causing delay in the work of the Project.
- 18.2 If the value of the Subcontract is \$10,000 or more, the Contractor shall promptly furnish a "NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)" for each Subcontractor and receive approval of the same prior to delivery of materials or performance of work from this Subcontractor.
- 18.3 The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the Contract. Each Contractor shall control and coordinate the work of his or her Subcontractors.
- 18.4 The Contractor shall be responsible for informing the Subcontractors of all the terms, conditions and requirements of the Contract Documents including, but not limited to the General Conditions and the Detailed Specifications.

ARTICLE 19 - COORDINATION OF SEPARATE CONTRACTS (WICKS PROJECTS)

- 19.1 The Office may award other contracts related to the Work. In that event, the Contractor shall coordinate his or her work with the Work of other contractors in such manner as the Office may direct. All contractors shall exchange working drawings, examine them and report any interferences or objections to the Director's Representative, in order to avoid delays. Each contractor shall control and coordinate the work of his or her Subcontractors, if any. The Office shall approve or require the modification of the work schedules of all contractors to the end that the Project may be progressed as expeditiously as the case permits.
- 19.2 If any part of the Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report in writing to the Director's Representative any defects in such work. The failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's Work.
- 19.3 The Director's Representative shall issue appropriate directions and take such other measure to coordinate and progress the Work as may be reserved to the Office in the Contract, and which an ordinarily reasonable project owner in similar circumstances would be expected to take. However, the Office shall not be liable for mere errors in judgment as

to the best course of action to adopt among the alternatives available in any given instance.

- 19.4 The award of more than one contract for the Project requires sequential or otherwise interrelated contractor operations, and will involve inherent coordination in the progress of any individual contractor's work. Accordingly, the Office cannot guarantee the unimpeded operations of any contractor. The Contractor acknowledges these conditions, and understands that he or she shall bear the risk of all ordinary delays caused by the presence or operations of other contractors engaged upon the project, and ordinary delays attendant upon any Office approved construction schedule. Should a contractor sustain damage through any act or omission of any other contractor, the contractor shall have no claim against the Office.
- 19.5 The Office shall not be liable for ordinary delays in any case nor for extraordinary delays that occur due to any contractor's failure to comply with directions of the Office or because of the neglect, failure or inability of any contractor to perform his or her work efficiently.
- 19.6 Any claim for extraordinary delay caused by an allegedly unreasonable or arbitrary act, or failure to act, by the Director's Representative in the exercise of his or her responsibility for supervision and coordination of the Work, shall be waived, released and discharged unless the Contractor whose work is impeded or delayed thereby, shall give notice in writing to the Director's Representative as promptly as possible and in sufficient time to permit the Director's Representative to investigate appropriate instructions.
- 19.7 The neglect or refusal of a Contractor to comply with supervisory directions issued by the Director's Representative pursuant to his or her responsibility for supervision of the Work shall constitute a failure to progress the work diligently in accordance with the Contract requirements and shall justify withholding payments otherwise due, or termination of the Contract as detailed in Article 15.
- 19.8 The Contractor shall indemnify the Office for damages recovered against the Office by another contractor to the extent that any such claim or judgment is the proximate cause of the Contractor's failure to progress the work in accordance with Contract requirements.

ARTICLE 20 – RESPONSIBILITY FOR DAMAGE AND INDEMNIFICATION

- 20.1 The Contractor shall faithfully perform and complete all of the work required by the Contract, and has full responsibility for the following risks:
- (a) Loss or damage, direct or indirect; to the Work including the building or structure in which the Work is being performed, or any other construction in progress, whether being performed by any other contractor or by the Office, or to any plant, equipment, tools, materials or property furnished, used, installed, or received by the Director's Representative under this Contract or any other contract. The Contractor shall bear all such risk of loss or damage, until all of the Work covered by the Contract has been finally accepted. In the event of such loss or damage, the

Contractor shall forthwith repair, replace, and make good any such loss or damage without additional costs.

- (b) Injury to persons (including death resulting therefrom), or damage to property caused by an occurrence arising out of the performance of this Contract for which the Contractor may be liable under any theory of law.

- 20.2 Contractor assumes all risks in the performance of all activities authorized by this Contract and agrees to defend, indemnify and hold harmless the People of the State of New York, the Office, their officers, employees, agents and assigns (hereinafter, collectively the "Indemnitees") from and against any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature, whether direct or indirect, caused or contributed to by Contractor and Contractor's sub-contractors, vendors, material suppliers, employees, agents, invitees and guests, and/or arising out of Contractor's conduct and/or Contractor's performance pursuant to this Contract, provided however that Contractor's indemnity shall not extend to any claims, liabilities, losses, damages, expenses, accidents or occurrences arising out of, relating to, or in connection with: (i) the negligence of any Indemnatee; or (ii) the Indemnitees' ordinary upkeep and maintenance of the Park and its grounds and facilities outside of the Premises. Contractor shall defend at its sole cost and expense any action commenced for the purpose of asserting any claim of whatsoever character arising out of this Contract. Contractor's responsibility under this section shall not be limited to the required or available insurance coverage.
- 20.3 For all purposes hereunder, the Office shall not be liable for any injury, loss or damage to Contractor, its agents, servants, sub-contractors, vendors, invitees and guests, or to any person happening on, in or about the Premises or its appurtenances, nor for any injury or damage to the Premises or to any property belonging to Contractor or to any other person, that may be caused by fire, theft, breakage, vandalism or any other use or misuse or abuse of any portion of the Premises, including but not limited to any common areas, sidewalks, roads, or water in or adjacent to the Premises, or that may arise from any other cause whatsoever, unless, and only to the extent of the proportion of which any such injury, loss or damage is determined to be caused by the negligence of the Office.
- 20.4 The Office shall not be liable to Contractor, its agents, contractors, vendors, invitees and guests, or any other person, for any failure of water supply, gas supply or electric current, nor for any injury or damage to any property of Contractor or any other person or to the Premises, caused by or resulting from spill or release of gasoline, oil, steam, gas, or electricity, or caused by leakage of any substance from pipes, appliances, sewers or plumbing works, or caused by hurricane, flood, tornado, wind or similar storm or disturbance, or caused by water, rain or snow that may leak or flow from the street, sewers or subsurface areas, or from any part of the Premises or any body of water within or adjacent to the Premises, or caused by any public or quasi-public work, unless, and only to the extent of the proportion by which any such injury, loss or damage is determined to be caused by the negligence of the Office.
- 20.5 The Office may retain such monies from the amount due the Contractor as may be

necessary to satisfy any claim for damages recovered against the State. The Contractor's obligations under this paragraph shall not be deemed waived by the failure of the Office to retain the whole or any part of such monies due the Contractor, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, Subcontractor or the State.

- 20.6 The Contractor agrees to make no claim for damages in the performance of the Contract occasioned by any act or omission to act of the Office or its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Work as provided herein.
- 20.7 The Contractor shall not create or cause to be created any lien, encumbrance or charge upon the Premises, the Office or any part thereof. If any mechanics, laborers or similar statutory or common law lien (including tax liens, provided that the underlying tax is an obligation of Contractor by law or by a provision of this Contract) caused or created by Contractor is filed against the Premises, or if any public improvement lien created or caused to be created by Contractor is filed against any assets of, or funds appropriated by the Office, then Contractor shall, within forty-five (45) days after receipt of notice of the lien, cause it to be vacated or discharged of record by payment, deposit, bond, court order, or otherwise. However, Contractor shall not be required to discharge any such lien if Contractor shall have: (i) furnished the Office with, at Contractor's option, a cash deposit, bond, letter of credit (from an institutional lender in a form satisfactory to the Office), or other security reasonably satisfactory to the Office in an amount sufficient to discharge the lien and all applicable interest, penalties and/or costs; and (ii) brought an appropriate legal proceeding to discharge the lien and is prosecuting such proceeding with diligence and continuity; except that if despite Contractor's efforts to discharge the lien the Office reasonably believes the lien is about to be foreclosed and so notifies Contractor, Contractor shall immediately cause such lien to be discharged of record or the Office may use the security furnished by Contractor in order to discharge the lien.

ARTICLE 21 - INSURANCE

21.1 General Requirements

- (a) Insurance coverage shall be provided only by an insurance carrier rated A-, Class VII or better throughout the term of this Contract. Such carrier shall be duly licensed in the State of New York.
- (b) All insurance policies and certificates shall include the following provision: "Consistent with the requirements of Contract D00XXXX, the People of the State of New York are additional insureds". Simply designating State Parks as a "certificate holder" shall not constitute compliance with this section.
- (c) All insurance coverage shall be written such that the Director's Representative is afforded at least thirty (30) days prior notice of cancellation of any insurance. No

policy shall be changed by endorsement without the knowledge and consent of the Director's Representative, and, in particular, any notice of cancellation by the insurer shall not be effective until 30 days after the said notice is actually received by the Director's Representative. Any notice shall be addressed to the Director's Representative and shall be mailed via certified or registered mail and copied to the Office's General Counsel as set forth in Article 27.2.

- (d) Before commencing the Work, the Contractor shall furnish to the Director's Representative a certificate or certificates of insurance showing that the Contractor has complied with this clause. In addition, for policies expiring on a fixed date before final acceptance, certificates of insurance showing their renewal must be filed not less than 30 days before such expiration date.
- (e) Contractor shall notify State Parks of any accidents and/or claims, including without limitation accidents or claims involving bodily injury, death or property damage, arising on or within the Premises. Such notice shall be provided in writing as soon as practicable, however in any event within five days of Contractor's receipt of notice of the accident or claim.

21.2 Liability Insurance

- (a) The Contractor shall procure at its sole cost and expense insurance with limits not less than those described below for liability for damages imposed by law, of kinds and in amounts satisfactory to the Office, covering all operations under the Contract whether performed by the Contractor or by subcontractors. Limits may be provided through a combination of primary and umbrella/excess policies.
- (b) Unless otherwise specifically provided for in the Detailed Specifications the amounts of such insurance shall be no less than \$1,000,000 combined (bodily injury and property damage) single limit per occurrence and \$2,000,000 combined in the aggregate.
- (c) Coverage shall include the following:
 - i. Contractor's Liability Insurance (including contractual liability) and Contractor's Protective Liability issued to protect the Contractor from any suits, actions, damages and costs of every name and description, with respect to all Work performed by the Contractor and his or her subcontractors under the agreement;
 - ii. Owners Protective Liability Insurance issued to protect The People of the State of New York and the Office and their officers and employees, with respect to all operations under the agreement by the Contractor or by his or her Subcontractors, including omissions and supervisory acts of the Office; and

- iii. Completed Operations/Products Liability Insurance covering liability for damages arising between the date of final cessation of the Work and the date of final acceptance of the Work by the Office.

21.3 Builder's Risk Insurance.

- (a) The Contractor shall maintain builder's risk insurance for the completed value of the Contract on the All Risk Form. Builder's Risk insurance applies only to contracts that involve buildings or structures being constructed, erected or fabricated.
- (b) In case the Office shall occupy all or any part of any building or buildings included in the Contract prior to the issuance of the final certificate of occupancy, the Contractor shall notify the fire insurance company or companies. Such occupancy by the Office shall not require consent of the insurer nor shall the insurer require any rate adjustment as a result of such occupancy.

21.4 Worker's Compensation. Proof of Compliance with Workers' Compensation Coverage Requirements: An ACORD form is NOT acceptable proof of workers' compensation coverage. A contractor seeking to enter into a contract with the Office shall provide one of the following forms prior to award:

Form CE-200, Certificate of Attestation for New York Entities with No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required.

Form C-105.2 (9/07) if coverage is provided by the contractor's insurance carrier, contractor must request its carrier to send this form to the Office, or

Form U-26.3 if coverage is provided by the State Insurance Fund, contractor must request this be sent to the Office

Form SI-12 Certificate of Workers' Compensation Self-Insurance

Form GSI-105.2 Certificate of Participation in Workers' Compensation Group Self Insurance

21.5 Disability Benefits. Proof of Compliance with Disability Benefits Coverage Requirements: An ACORD is NOT acceptable proof of disability benefits coverage. A contractor seeking to enter into a contract with the Office shall provide one of the following forms prior to award:

Form CE-200, Certificate of Attestation for New York Entities with No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required.

Form DB-120.1, Certificate of Disability Benefits Insurance

Form DB-155, Certificate of Disability Benefits Self Insurance

ARTICLE 22 - OCCUPANCY PRIOR TO COMPLETION AND ACCEPTANCE

- 22.1 The Office shall have the right to take possession of or use any completed or partially completed portion of the Work. Written notice of such possession shall be given to the Contractor by the Director's Representative. The notice shall identify the date when such possession shall commence and the area, equipment or system involved. Written notice shall also be given to the Contractor for any cessation of such possession by the State. Such possession or use shall not be deemed an acceptance of any Work. While the State is in such possession, the Contractor, notwithstanding the provisions of Article 20 of the Contract, shall be relieved of the responsibility for the risk of loss or damage to the Work except for that resulting from the Contractor's fault or negligence. If such possession or use by the State delays the progress of the Work or causes additional expense to the Contractor, an adjustment in the Contract price and/or the time of completion shall be made and the Contract modified in writing accordingly. The provisions relating to an adjustment in the Contract price or the time of completion contained in this paragraph shall not apply to occupancy or possession after Substantial Completion.

ARTICLE 23 – PAYMENT

- 23.1 The Contractor may submit monthly payment applications, or more frequently if permitted by making a request in writing to the Director's Representative, a requisition for a progress payment for Work performed and materials furnished to the date of the requisition, less any amount previously paid to the Contractor. Except as otherwise provided by this Contract, the Director's Representative shall approve and pay the requisition for the progress payment less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged and less any amount authorized by law or Contract to be retained. The requisition shall be in such form and supported by such evidence as the Director's Representative may reasonably require.
- 23.2 The Contractor agrees that, if the Contract Documents for this Contract includes Performance and Payment Bonds, the State shall retain five percent of the amount of each progress payment in accordance with Section 139-f of the State Finance Law. The Contractor further agrees that, if the Contract Document for this Contract do not include Performance and Payment Bonds, the State shall retain ten percent of the amount of each progress payment in accordance with Section 139-f of the State Finance Law.
- 23.3 All requisitions for payments shall be submitted to the designated payment office. The designated payment office shall notify the Contractor of any defect in any requisition within twenty (20) days of the receipt of such requisition and shall complete the review and audit of each complete requisition within forty-five (45) days of receipt thereof.
- 23.4 The Director's Representative may refuse to approve the requisition or a portion thereof if in the Director's Representative's judgment the Contractor is failing or refusing to prosecute the Work in accordance with the Contract.
- 23.5 Payment may be made for approved materials not yet incorporated in the Work in accordance with the Schedule of Values and Section 139(f) of the State Finance Law.

Requisitions, which require payment for materials, shall be accompanied by a notarized statement certifying that the materials for which payment is requisitioned are the Contractor's property and have been suitably stored and insured. The Contractor shall provide such evidence of the value of the material stored as the Director's Representative may reasonably require. The Contractor shall have full continuing responsibility to insure and protect such materials and maintain them in proper condition to fulfill Contract requirements when installed.

- 23.6 When the Work is Substantially Completed, the Contractor shall submit to the Director's Representative a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition the Director's Representative shall, except as otherwise provided by this Contract, approve and pay the remaining amount of the Contract balance less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. As the remaining items of Work are satisfactorily completed or corrected, the Director's Representative shall approve, upon receipt of a requisition, for these remaining items less an amount necessary to satisfy any claims, liens or judgments against the Contractor, which have not been suitably discharged.
- 23.7 The final payment will not be issued until all the labor and material required by the Contract has been furnished and completed, all disputes relating to the performance of the Contract considered and disposed of and all accounts for extra work and materials and allowances for omissions have been rendered and considered.
- 23.8 The final payment will constitute the acceptance of the Work by the Office except as to Work thereafter found to be defective. The date of such certificate shall be regarded as the date of acceptance of the Work.
- 23.9 No payment will be made to a foreign Contractor until the Contractor furnishes satisfactory proof that he or she has paid all taxes required of foreign Contractors under the provisions of the Tax Law. A foreign Contractor as used in this paragraph shall mean a Contractor denominated "foreign" by the Tax Law.
- 23.10 Acceptance by the Contractor, or by anyone claiming by or through him or her, of the final payment shall constitute and operate as a release to the State from any and all claims of any liability to the Contractor for anything theretofore done or furnished for or relating to or arising out of the work done thereunder, and for any prior act, neglect, or default on the part of the State or any of its officers, agents, or employees unless the Contractor serves a detailed and verified statement of claim upon the Office not later than 40 days after the mailing of such final payment. Such statement shall specify the items and details upon which the claim will be based and any such claim shall be limited to such items. Should the Contractor refuse to accept the final payment as tendered by the Comptroller, it shall constitute a waiver of any right to interest thereon.
- 23.11 The Contractor is advised that consistent with Subdivision 3-a, of Section 220 of the Labor Law, the filing of certified payroll records is a condition precedent to payment of any sums

due and owing to any person performing work on this project. The failure to file pursuant to this section will result in a payment delay until the filing occurs.

- 23.12 The Contractor acknowledges that it shall not receive payment on any requests for payment unless the Contractor complies with the Comptroller's electronic payment deposit procedures. Payments requested by the Contractor shall only be facilitated via electronic deposit, except where the Commissioner has expressly authorized payment by paper check.

ARTICLE 24 – AUDITS AND RECORDS

- 24.1 The Contractor shall maintain on the Site the original certified payrolls or certified transcripts thereof, subscribed and affirmed by the Contractor and all Subcontractors as true under the penalties of perjury, showing the hours and days worked by each worker, laborer or mechanic, the occupation at which he or she worked, the hourly wage rate paid and the supplements paid or provided. The Contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to Article 25 of the General Conditions.
- 24.2 The Director's Representative, the Comptroller and their representatives who are employees of the State shall have the right to examine all books, records, documents, and other data of the Contractor, any Subcontractor, materialmen or suppliers relating to the bidding, pricing or performance of this Contract or any change or modification thereto for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data submitted. This right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted along with the computations and projections used therein.
- 24.3 The above materials shall be made available at the office of the Contractor, Subcontractors, materialmen or suppliers at all reasonable times for inspection, audit or reproduction until the expiration of six (6) years from the date of the final certificate for the Contract.
- 24.4 If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for a period of six (6) years from the date of any resulting final settlement.
- 24.5 Records that relate to the Disputes Clause of this Contract or litigation or the settlement of claims arising out of the performance of this Contract shall be made available until the disposal of such appeals, litigation or claims.
- 24.6 The Contractor shall insert a clause containing all of the provisions of Article 24 in all subcontracts or purchase orders issued hereunder.
- 24.7 The Contractor shall make available to the Director, upon written request, all records required to be kept by Article 3-A of the Lien Law. The failure to provide said records upon the receipt of the written request shall bar any recovery for claimed extra or additional

costs under this Contract.

ARTICLE 25 – LABOR LAW AND PREVAILING WAGES NOTIFICATIONS PROVISIONS

- 25.1 In addition to any other provisions of this Contract in relation to prevailing wage rates, the Contractor shall be responsible for the certain notifications.
- 25.2 The Contractor shall post, in a location designated by the Office, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this Project, a copy of all re-determinations of such schedules for the Project, all other notices required by law to be posted at the Site, the Department of Labor notice that this Project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the Office directs the Contractor to post. The Contractor shall provide a surface for such notices, which is satisfactory to the Office. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule that is damaged, defaced, illegible or removed for any reason. The Contractor shall post such notices before commencing any Work on the Site and shall maintain such notices until all Work on the Site is complete.
- 25.3 The Contractor shall distribute to each worker for this Contract a notice, in a form provided by the State, that this project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of Contractor and all Subcontractors and all employees of suppliers entering the Site. Such notice shall be distributed to each worker in accordance with Labor Law 220 3-a.
- 25.4 In addition to the requirements of Appendix A, paragraph 6 entitled “Wage and Hours Provisions”, the Contractor is responsible for any additional costs related to new determinations of the wage rates. The annual determination of the prevailing rates of wages and supplements are usually published on May 31st of each year and are in effect July 1st through June 30th. New determinations shall supersede the original schedule or any prior issued annual determination. Any rate change from a previously issued determination becomes effective July 1st, regardless of whether the new determination has been received by the Contractor.

ARTICLE 26 - STATUTORY REQUIREMENTS FOR RESTRICTIONS ON CONTACTS DURING THE PROCUREMENT PROCESS AND DISCLOSURE OF CONTACTS AND RESPONSIBILITY OF OFFERERS MISCELLANEOUS PROVISIONS

- 26.1 New York State Finance Law §139-k requires that every procurement contract award subject to the provisions of State Finance Law §139-k or §139-j shall contain a certification by the Offerer that all information provided to the procuring governmental agency with respect to State Finance Law §139-k is complete, true and accurate. The Contractor shall provide that certification in his or her contract or agreement.

26.2 New York State Finance Law

- 26.2.1 New York State Finance Law § 139-k(2) requires the Office to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law § 163 (9). In accordance with State Finance Law § 139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law § 139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.
- 26.2.2 As part of its responsibility determination, State Finance Law § 139-k(3) mandates consideration of whether an Offerer fails to timely disclose or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of a procurement contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of performing the required Work within the necessary timeframe. The required forms to be completed by the Offerer must be submitted to the Office.

ARTICLE 27 – MISCELLANEOUS PROVISIONS

- 27.1 Commencement of Actions: The time, as prescribed by law, within which an action on the contract against the Contractor must be commenced shall be computed from the date of completion of physical work. The Contractor shall notify the Office in writing that the physical work of the contract has been completed by specifying a completion date, which date shall be no more than thirty days prior to the date of such notice. The completion date set forth in such notice shall be deemed the date of completion of the physical work unless the Office, within thirty days of receipt of such notice, notifies the Contractor of a dispute in writing. Any notice pursuant to this paragraph shall be sent by the Contractor by Certified Mail and sent to the parties set forth in the Notice provision of this Article.
- 27.1.1 In the event that the Contractor fails to provide notice as set forth herein or the Office disputes the completion date in the manner provided for herein, the date of completion of the physical work shall be determined in any other manner provided by law.
- 27.1.2 Choice of Law/Damages: This Contract shall be governed and interpreted in accordance with the laws of the State of New York. Any and all claims against the State, the Office, its Commissioner, employees, officers or agents arising out of this Contract shall be limited to money damages and commenced exclusively in, and subject to the jurisdiction of the New York State Court of Claims or any other

court of competent jurisdiction located in Albany County, New York. Any such claim shall not be removed to federal court.

27.2 Notice

- (a) Unless otherwise indicated in these General Conditions, all notices permitted or required hereunder shall be in writing and shall be transmitted either:
- i. via certified or registered United States mail, return receipt requested;
 - ii. by facsimile transmission;
 - iii. by personal delivery;
 - iv. by expedited delivery service; or
 - v. by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

If to the Office:

Capital Unit
New York State Office of Parks, Recreation and Historic Preservation
Albany, NY 12238
Phone (518) 473-7435
Fax: (518) 486-2372
E-Mail Address: capital@parks.ny.gov

and

General Counsel
New York State Office of Parks, Recreation and Historic Preservation
Albany, NY 12238
Phone (518) 486-2921
Fax: (518) 474-5106
E-Mail Address: counsel@parks.ny.gov

- (b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

- (c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Contract by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Contract.. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.
- 27.3 Severability: If any provision, term or condition of this contract is held to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Contract and the remaining parts of this Contract shall be enforced as if the invalid, illegal or unenforceable provisions, terms or conditions are not contained herein.
- 27.4 Integration Clause: This Contract shall not be materially amended, changed or otherwise modified except in writing signed by both parties and approved by the Attorney General and Office of the State Comptroller. Except to the extent that documents are incorporated herein by reference, this Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Contract.

APPENDICES

- 28.1 The following appendices are attached hereto and hereby made a part of this agreement as if set forth fully herein.
 - (a) Appendix A, Standard Clauses for All New York State Contracts;
 - (b) Appendix B

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.