



George Latimer, Westchester County Executive

General Requirements and Proposals
Information for Bidders
General and Special Clauses
Technical Specifications

EXECUTIVE HIGH RISE ROOF REPLACEMENT
CENTRAL MAINTENANCE FACILITY (DOT)
475 SAW MILL RIVER ROAD
YONKERS, NEW YORK

Contract No. 21-540

Bid Opening: October 25, 2023

By Bidder (Please Print)

Firm/Business Name: _____

Address: _____

For Official Use Only

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

Division of Engineering

SPECIAL NOTICE

County of Westchester
New York

ADDENDA TO THE BID DOCUMENTS

Addenda to the Bid Documents will be published on the Empire State Purchasing Group website at (<http://www.bidnetdirect.com/new-york>) **It is the responsibility of each potential bidder to check the website on a regular basis for further information relative to the bid documents including information relating to any and all addenda** prior to submitting its bid. All Bidders are deemed to have reviewed and considered all addendums in their Bid.

SUBMISSION OF BIDS

Bidders should not submit the entire bid document with its bid submission. Instead, each bidder is required to submit the full set of designated Proposal Pages. The Proposal Pages are denoted by a border and are titled on the bottom as “Proposal Page ____”. The Proposal Pages must be accompanied by the “Bid Bond and Consent of Surety” (as set forth in the Proposal Pages) attached to the outside of the sealed bid. A Bid Bond is NOT required for contracts of \$100,000 or less. Failure to submit in this manner may cause the bid to be rejected.

The successful bidder will be required to furnish a Performance and Payment Bond.

SPECIAL NOTICE

County of Westchester
New York

MANDATORY PRE-BID SITE INSPECTION

- A. Superseding the first paragraph of Article “3. PRE-BID SITE INSPECTION” of the Information for Bidders, Bidders are required to attend a Mandatory Pre-Bid Site Inspection at 10:00 a.m. on Tuesday, October 17, 2023 at 475 Saw Mill River Road Yonkers, New York at which time they will examine the work sites under escort by the County’s representative.

**BIDS FROM CONTRACTORS NOT IN ATTENDANCE AT THIS MEETING, OR
THOSE WHO FAIL TO SIGN THE ATTENDANCE SHEET-WILL BE *REJECTED***

- B. Bidders shall indicate their interest in the Mandatory Pre-Bid Site Inspection by contacting Adam Kaplinski, R.A., Department of Public Works, Division of Engineering at 914-995-3991.
- C. All other portions of Article “3. PRE-BID SITE INSPECTION” of the Information for Bidders shall remain in full force and effect.

SPECIAL NOTICE

County of Westchester
New York

**JOINT VENTURES OR CONTRACTORS COMPRISED OF MORE THAN ONE
LEGAL ENTITY**

(a) If the Contractor is a joint venture or otherwise comprised of more than one legal entity or any group of partners, participants or joint ventures associated for the purpose of undertaking this agreement, each such entity, partner and/or participant acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, participants and/or partners of the joint venture associated for the purposes of undertaking this agreement expressly agree to be jointly and severably liable for any and all obligations and/or liabilities of the Contractor arising in any way out of and in connection with this agreement.

(b) If the Contractor is a joint venture, or otherwise comprised of more than one legal entity or any group of partners, participants or joint ventures associated for the purposes of undertaking this agreement, the Contractor represents and warrants to the County that it is duly organized under the laws of the State of New York, and that each and every entity, partner, participant or joint venture of Contractor agrees to separately execute the agreement, by its own authorized representative, with the appropriate acknowledgment and verification.

(c) If the Contractor is a joint venture or otherwise comprised of more than one legal entity or any group of partners, participants or joint ventures associated for the purpose of undertaking this agreement, either at least one such entity, partner and/or participant comprising the Contractor and on behalf of the Contractor or the Contractor itself, shall comply with all requirements of the bid specifications herein and prerequisites to submit a bid, including but not limited to attendance of any mandatory pre-bid meetings, if any, and obtaining the bid documents and any addenda from the Empire State Purchasing Group website, or any successor website for posting of bid documents.

(d) If the Contractor is a joint venture or otherwise comprised of more than one legal entity or any group of partners, participants or joint ventures associated for the purposes of undertaking this agreement, each such entity, partner and/or participant acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

SPECIAL NOTICE

County of Westchester
New York

MINORITY PARTICIPATION POLICY

Contractors must comply with the County's Minority Participation Policy, including, but not limited to, the requirement that contractors make a demonstrated good faith effort to utilize Minority Owned Businesses ("MOB") and Women Owned Businesses ("WOB") (see IFB Article 36). To assist contractors in this effort the County has made available a list of MOB and WOB at <http://mwbe.westchestergov.com/> Contractors are also encouraged to utilize other sources to identify potential MOB and WOB as subcontractors and suppliers.

All bidders must submit as part of their bid package the Minority/Women Owned Business Enterprise Questionnaire located in the Proposal Page section of the bid documents.

SPECIAL NOTICE

County of Westchester
New York

COMPLETION OF GRANT FUNDING FORMS

The bidders are hereby notified that if this project, or any portion thereof, is funded by a grant then the contractor will be responsible to complete all appropriate forms as required by the grant agency in order to complete the application.

PROMPT EXECUTION AND RETURN OF CONTRACT

- A. The successful bidder is required to return the completed contract to the County within ten (10) days of receipt of the execution copy of the contract. The contract must be signed, notarized and returned to the County with all insurance certificates, bonds and supporting documentation, including all required Subcontractor information.
- B. The County reserves all of its rights, including, but not limited to, proceeding against the bid bond, if the successful bidder fails to submit the complete executed package within the above time frame.

SPECIAL NOTICE

County of Westchester
New York

**PROOF OF PAYMENT BY CONTRACTOR TO SUBCONTRACTORS
AND MATERIALMEN.**

In addition to and without limiting any of the provisions set forth in Section 23 of the Information for Bidders, after the Contractor completes 50% of the work under the contract, the Contractor may be required to supplement each requisition submitted to the County with documentation that establishes that the Contractor has timely and properly paid its subcontractors and materialmen as required by Section 23 of the Information For Bidders. Such documentation requested may include copies of both sides of cancelled check(s) paid to the order of the subcontractors and materialmen and such other documentation as may be reasonably requested by the Commissioner. If the Contractor fails to submit such documentation, the Commissioner may, in his sole discretion, withhold payment of the requisition until such time as the documentation is properly submitted. Nothing herein is intended or shall be construed to confer upon or give any subcontractor or materialman, or its successors and assigns, any third party beneficiary rights, remedies or basis for reliance upon, under or by reason of the contract or this Special Notice provision.

SPECIAL NOTICE

County of Westchester
New York

PREVAILING WAGE

All public works contracts are subject to the payment of the prevailing wage and supplements as set forth by the laws of the State of New York, including, but not limited to, Articles 8 and 9 of the New York Labor Law (the “Prevailing Wage Laws”). Westchester County has an active Prevailing Wage Enforcement Officer who enforces the Prevailing Wage Laws within the County for public works contracts, including reviewing certified payroll records, visiting job sites, interviewing the employer and employees (See IFB Article 12) and, if necessary, requesting copies of cancelled checks.

Any Contractor who fails to comply with the Prevailing Wage Laws, including, but not limited to, failing to pay the prevailing wage rates and supplements, failing to submit certified payroll records to the County or failing to post the prevailing wage rates and supplements at the work site, will be subject to enforcement as provided for in the Contract and laws of the State of New York through the Westchester County District Attorney’s office, the Commissioner of the New York State Department of Labor, the County and/or the employee who suffered the underpayment. This enforcement could include, but is not limited to, criminal penalties, civil penalties, debarment from future bid awards, the withholding of payment under the Contract to satisfy the unpaid wages and supplements, including interest and civil penalty. In addition, such a failure shall constitute grounds for cancellation of the Contract (IFB 8(C)). Moreover, a prime contractor is responsible for its subcontractor’s failure to comply with, or evasion of, the provisions of the Prevailing Wage Laws.

SPECIAL NOTICE

County of
Westchester New
York

MANDATORY OSHA CERTIFICATION

When a public works contract is in excess of \$250,000.00, all employees are required to have successfully completed the OSHA 10 hours training class. All contractors and subcontractors must attach copies of proof of completion of the OSHA 10 hour course by all employees to the first certified payroll submitted to the County and on each succeeding payroll where any new or additional employee is first listed. Employees may be requested by the County's representative to verify compliance with the OSHA 10 hour course by showing their OSHA card.

When a public works contract is in excess of \$1,000,000.00, all employees are required to have successfully completed the OSHA 30 hours training class. All contractors and subcontractors must attach copies of proof of completion of the OSHA 30 hour course by all employees to the first certified payroll submitted to the County and on each succeeding payroll where any new or additional employee is first listed. Employees may be requested by the County's representative to verify compliance with the OSHA 30 hour course by showing their OSHA card.

In addition, on any contract that includes excavation of underground facilities, the excavator is required to be certified and have completed the training and education program provided by the one-call notification system (Dig Safely New York, Inc. Certified Excavator Program in Safe Digging Best Practices) or any other provider authorized by the public service commission to administer such training and education program.

NOTICE TO CONTRACTORS

County of Westchester
New York

Sealed proposals for the following construction work:

CONTRACT NO: 21-540

ADVERTISING: October 6, 2023

MANDATORY PRE-BID INSPECTION: October 17, 2023

**Executive High Rise Roof Replacement Central Maintenance Facility (DOT)
475 Saw Mill River Road
Yonkers, New York.**

will be received by the Board of Acquisition and Contract in Room 528, Michaelian Office Building, 148 Martine Ave., White Plains, New York until 11:00 a.m., **Wednesday, October 25, 2023**, and immediately thereafter and in accordance with Executive Order 202-11 issued by Governor Cuomo on March 27, 2020, the bids will be opened and recorded in a proceeding that is accessible to the public via the livestreaming service WebEx. For additional bidding information or questions call (914) 995-2274.

Instructions for livestreaming via WebEx. Attendees may join by computer browser at <https://westchestergov.webex.com/meet/bac-bidopening> or by phone 1-415-655-0001 US Toll or 1-844-621-3956 US Toll Free. The Access Code is 614 981 028.

The Bid Documents (General Requirements, Information for Bidders, Technical Specifications, etc. with Authorized Proposal Pages) **MUST BE OBTAINED from the Empire State Purchasing Group website at the following web address:**

<http://www.bidnetdirect.com/new-york>.

There is no cost to the bidder for this service. Bid documents will be available after 1:00 p.m. on the advertising date.

PLEASE TAKE NOTICE: IN ORDER TO SUBMIT A BID, BIDDERS MUST REGISTER AND DOWNLOAD THE BID DOCUMENTS FROM THE EMPIRE STATE PURCHASING GROUP WEBSITE AND MUST REGISTER USING THE NAME OF THE PERSON OR BUSINESS ENTITY THAT WILL BE SUBMITTING THE BID. IN ORDER TO ENSURE THAT COUNTY BID DOCUMENTS HAVE NOT BEEN ALTERED IN ANY WAY, THE COUNTY WILL NOT ACCEPT BIDS FROM PERSONS OR BUSINESS ENTITIES THAT HAVE NOT FOLLOWED THIS REQUIREMENT.

The Bid Documents include Contract Drawings which **MAY BE OBTAINED at no cost on the Empire State Purchasing Group website at the following web address:** <http://www.bidnetdirect.com/new-york>, after 1:00 p.m. on the advertising date.

If the bidder is unable to utilize the electronic version of the Contract Drawings that are available on the Empire State Purchasing Group Website, the bidder may purchase copies of the Contract Drawings. Contract Drawings may be obtained from the Office of the Board of Acquisition and Contract at the above address after 1:00 p.m. on the advertising date and between the hours of 9:00 a.m. to 4:00 p.m. Monday thru Friday. Copies of the Contract Drawings shall be made available upon payment of a personal check, company check or money order made payable to the County of Westchester, in the amount of **\$100.00** per set. For bidders, the deposit for each set of drawings will be refunded in full if returned in good condition within thirty days after award or rejection of bids. For non-bidders, only fifty percent of the deposit will be refunded. No refunds will be made to the successful bidder.

Each bidder is required to submit the full set of authorized Proposal Pages and all bids over **\$100,000** must also be accompanied by the "Bid Bond and Consent of Surety" (as set forth in the Proposal Pages) attached to the outside of the sealed bid. Failure to submit in this manner may cause the bid to be rejected. **The successful bidder, no matter the amount of its bid, will be required to furnish a Performance and Payment Bond with its signed contract.**

The County of Westchester reserves the right to waive any informalities in the bids, or to reject any or all bids. No bidder may withdraw its bid within forty-five (45) days after the date of the bid opening.

Pursuant to Chapter 308 of the Laws of the County of Westchester, it is the goal of the County to use its best efforts to encourage, promote, and increase the participation of business enterprises owned and controlled by persons of color or women - Minority Business Enterprise (MBE) and Women Business Enterprise (WBE).

REMINDER: All required licenses should be submitted with the Bid.

COUNTY OF WESTCHESTER, NEW YORK
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

BY: Hugh J. Greechan, Jr., P.E., Commissioner

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1. GENERAL REQUIREMENTS AND PROPOSALS

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

Division of Engineering

GENERAL REQUIREMENTS

1. DESCRIPTION OF THE WORK

Work under this Contract includes all necessary labor, materials and equipment required to:

Provide all labor, material and equipment necessary to complete all work as shown on the contract drawings and in accordance with the specifications for the Executive High Rise Roof Replacement at the Central Maintenance Facility (DOT) 475 Saw Mill River Road Yonkers, New York. as depicted in the Specifications and on the accompanying Contract Drawings.

It is not intended that this description of work mention each particular item required, but that it give information concerning the general scope and areas of work for the convenience of the bidders.

GENERAL REQUIREMENTS

2. SUBCONTRACTING & DIRECT EMPLOYMENT OF LABOR

The Contractor shall not subcontract more than forty nine (49%) percent of its bid. The Contractor must directly employ at least fifty one (51%) percent of the personnel working on this contract as measured in man-days worked.

“Directly employ” shall be construed to include only workers employed and paid directly by the Contractor, usually for wages or salary.

The Contractor expressly acknowledges that any violation of this provision constitutes a default under this contract.

3. REQUIRED TIME FOR COMPLETION OF THE WORK

Notification to commence the work will require the mandatory submission of all the executed contracts and the Certificates of Insurance after receipt of authority to award.

The Contractor shall commence the work embraced in this contract within ten (10) days of the service of Notice by the County to do so and shall complete the said work within 180 consecutive calendar days computed from the date of such Notice to commence.

GENERAL REQUIREMENTS

4. SECURITY REGULATIONS

Security Regulations For all County Facilities except County Correctional Facilities:

- A. Contractor's attention is called to the fact that this work is to be performed on property which is the responsibility of the County; therefore, all personnel associated with this contract are subject to special conditions affecting security and control of the facilities operations. Every person required to enter the work site will be issued an ID card and be required to fill out appropriate applications. **There is a \$30.00 processing fee for each lost ID card**; remitted by check made payable to the County of Westchester. All ID processing will be scheduled by the Construction Administrator.
- B. The Contractor/Subcontractor shall issue a copy of the security regulations (Paragraph C) to all personnel engaged on this project.
- C. All Contractor/Subcontractor personnel shall be bound by the following security regulations for the duration of this contract.
 - 1) All personnel must conspicuously display the ID card and identify themselves upon request.
 - 2) If an ID card is misplaced or lost, report this immediately to the Inspector.
 - 3) All Contractor/Subcontractor personnel are responsible for all tools and equipment and you must report any loss immediately to the Construction Administrator.
 - 4) All personnel must observe all orders of the Owner.
 - 5) All personnel are to report any unusual incidents or problems to the Construction Administrator immediately.
 - 6) All personnel shall not possess or consume any alcoholic beverage or illegal drug or medication while on the property, or report to work under the influence of alcohol or drugs.
 - 7) Any vehicle left on the property must be locked and the ignition keys must be removed. Vehicles will not be left overnight without prior approval.
 - 8) All personnel shall not enter any other areas of the premises (except the areas agreed to) without prior approval of the Construction Administrator.

Security Regulations For County Correctional Facilities:

- A. Contractor's attention is called to the fact that this work is to be performed on property adjacent and/or within the County's Correctional Facilities; therefore, all personnel associated with this project are subject to special conditions affecting security and control of the Correctional Facility Operations. Every person required to enter the work site will be fingerprinted, processed for a photo ID card and be required to fill out appropriate applications. **There is a \$100.00 processing fee for each person**, checks made payable to the Commissioner of Finance. All ID processing will be scheduled by the Construction Administrator.

GENERAL REQUIREMENTS

- B. All Contractors and Subcontractors shall issue a copy of the security regulations (Paragraph C) to all personnel to be engaged on this project.
- C. All Contractor's and Subcontractor's personnel shall be bound by the following security regulations for the duration of this project.
 - 1) All personnel entering the Penitentiary, Jail or Women's Unit must stop and identify themselves to the Control or Desk Officer who will issue the appropriate pass after ascertaining that they have been cleared to enter the facility. Only workers with valid ID will be permitted entry. **NO HELPERS.**
 - 2) All personnel must sign in the Visitor's Book, to include the following information: **PERSON'S NAME, COMPANY NAME, REASON FOR ENTRY, WORK LOCATION IN BUILDING.**
 - 3) All personnel must conspicuously display the ID card and identify themselves upon request.
 - 4) If ID card is misplaced or lost, report this loss immediately to the Shift Captain or Associate Warden.
 - 5) All tradesmen will be required to perform a tool inventory inspection of all tools in their possession to demonstrate to the admitting Correction Officer that the typed inventory list matches the tools each time they enter and leave the building. The tradesmen are responsible for keeping all tools and equipment locked when not in immediate use and they must report any loss of tools or equipment immediately to the Shift Captain or Associate Warden.
 - 6) All tradesmen and helpers shall carry all tools in a locked and secured tool box or tool cart. A typed inventory sheet shall be carried with the tool box/cart listing all hand and power tools. A manufacturer's MSD Sheet shall be carried with the tool box/cart for any chemical compound that the tradesman has in his/her possession.
 - 7) All debris (i.e. packaging, demolition, etc) shall be removed from the worksite at the end of each workday.
 - 8) All personnel are subject to search at all times.
 - 9) All personnel must observe all orders of Correctional Staff.
 - 10) All personnel are to report any unusual incidents or problems to a Correction Officer, Shift Captain or the Associate Warden immediately.
 - 11) All personnel shall not possess or consume any alcoholic beverage or illegal drug or medication while on County property, or report to work under the influence of alcohol or drugs.
 - 12) Any vehicle left on County property must be locked and the ignition keys must be removed. Vehicles will not be left over-night on County property without prior approval.
 - 13) All personnel shall not enter any other areas of the prison (except the areas agreed to) without prior approval of the Shift Captain or the Associate Warden.

GENERAL REQUIREMENTS

- 14) All personnel shall not bring anything in for any inmate/detainee or staff member or take out anything for any inmate/detainee or staff member.
- 15) All personnel shall not engage in any unnecessary conversations with any inmate/detainee.
- 16) Weapons, i.e., guns, knives, blackjacks, to include any tool activated by gunpowder or other explosive charge is prohibited in the building (i.e., stud gun). Violators of this rule are subject to arrest.
- 17) All personnel must sign out when leaving and must return the ID card to the Control/Desk Officer before leaving.
- 18) Failure of the contractor to follow these procedures will result in the contractor being denied access to the facility.

5. PAYMENT FOR BONDS AND INSURANCE

The amount bid for contract bonds and insurance shall not exceed 3% of the total contract price excluding the bid price for Miscellaneous Additional Work (Item W800) and Field Testing Equipment (W851), where applicable. Should the bidder exceed the foregoing three percent (3%), the Department will make the necessary adjustment to determine the total amount bid based on the arithmetically correct proposal.

The amount bid shall be payable with the first contract payment.

GENERAL REQUIREMENTS

CONTRACT DRAWINGS:

CONTRACT NUMBER 21-540

The Design Drawings, as listed on the Contract Drawing Index, herewith made a part of these Specifications, shows in general and/or in detail the work to be done under this Contract and/or the various Contracts forming the entire work for the Project, as described herein.

After sending the executed contract to the County and prior to the first job meeting, the Contractor is responsible for obtaining from Public Works, Division of Engineering, Michaelian Office Building, White Plains, a maximum of five gratis copies of the Contract Drawings and Specifications; for the Contractor's permanent possession. Additional sets, requested by the Contractor, beyond the permitted number and time limit, will be furnished by Public Works; but at the Contractor's expense.

| <u>DRAWING NO.</u> | <u>TITLE</u> | <u>SHEET NO.</u> |
|--------------------|------------------------------------|------------------|
| 61-10-T-400-0 | Title, Index & Project Information | T-001 |
| 61-10-G-401-0 | Site Plan & General Notes | L-101 |
| 61-10-A-402-0 | Demolition Plans & New Roof Plans | A-101 |
| 61-10-A-403-0 | Roof Details 1 | A-102 |
| 61-10-A-404-0 | Roof Details 2 | A-103 |

Submit all proposal pages in this section, including all executed and unexecuted pages and fasten with a clip at the upper left hand corner.



George Latimer, Westchester County Executive

PROPOSAL PAGES

**EXECUTIVE HIGH RISE ROOF REPLACEMENT
CENTRAL MAINTENANCE FACILITY (DOT)
475 SAW MILL RIVER ROAD
YONKERS, NEW YORK**

Contract No. 21-540

Bid Opening: October 25, 2023

By Bidder (Please Print)

Firm/Business Name: _____

Address: _____

For Official Use Only

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

Division of Engineering

PROPOSAL REQUIREMENTS

BIDDER'S IDENTIFICATION

CONTRACT NO. _____

To the Commissioner of Public Works, Westchester County, New York, acting for the party of the first part.

Proposal made by _____
as party of the second part.

Whose business address is _____

Whose telephone number is _____

Whose E-mail address is _____

Whose Federal ID number is _____

Is bidder an individual,
a partnership or a corporation? _____

If a partnership or corporation,
give the names of all partners
or officers with their titles _____

If operating under a trade name or as partners, has the required Certificate been filed with a County Clerk in accordance with the General Business Law, Section 130?

Yes....[] No....[] N.A....[]

If the answer is NO, Certificate must be filed before the contract can be executed.

NOTE: the bid must be submitted using the Contractor's legal name, not just the "doing business as" (i.e. DBA) name.

COMPLETE THIS FORM USING BLACK INK ONLY

PROPOSAL REQUIREMENTS

1. The undersigned, the bidder, does hereby declare that it has carefully read the contract specifications and has carefully studied the relevant plans, profiles and other drawings (as defined in Article "Contract Drawings" of the General Requirements) relating to the contract work, and has inspected the site(s) of the work..
2. The undersigned does hereby declare that it is the only one interested in its indicated bid; that the bid is in all respects without fraud or reservations; and that no official of the County or of the participating municipalities (if any), or any person in the employ of the County of participating municipalities (if any) is directly interested in the contract bid or in the supplies, equipment or works to which it relates, or in any part of the profits resulting there-from.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work under the contract in accordance with the plans, profiles, other drawings and specifications relating thereto, and to furnish all labor, tools, implements, machinery, forms, transportation and materials necessary and proper for said purpose at the following indicated lump sum price for the total work and/or the following indicated unit prices for the various items of the work.
4. The undersigned does hereby declare that the indicated price(s) cover all expenses of every kind incidental to the completion of the contract work, including all claims affecting the work, labor and materials, which may arise through any cause whatsoever, excepting as provided for in Article "Disputed Work-Notice Of Claims For Damages: of the General Clauses.
5. The undersigned hereby agrees that in the event that the quantities of contract work actually performed by the undersigned are less than the approximate quantities indicated in the specifications it will make no claim(s) for loss of anticipated profits.
6. The undersigned does hereby agree that it will execute a contract containing all the terms, conditions, provisions and covenants necessary to complete the work according to the appropriate plans and specifications, within ten working days after receipt by the undersigned of the contract from the County, and that if it fails to execute said contract within said period of time the County may rescind the contract award and may retain as liquidated damages and not as a penalty, any amounts submitted as the bid security accompanying the undersigned's proposal, and/or demand from the Bidder's Surety Company that executed the required Bid Bond and Consent of Surety to pay to the County the difference between the amount bid and the amount for which such contract is thereafter awarded, together with the cost to the County of reletting said contract up to the maximum aggregate amount of 25% of the amount bid.
7. The undersigned does hereby agree to commence the work encompassed under the contract within ten days after notification in writing from the Commissioner of Public Works or his authorized designee, unless a definite earlier or later start has been specified, and will complete the work fully and in every respect on or before the specified completion date; and further agrees that the County has the right to employ such combination of labor, equipment

PROPOSAL REQUIREMENTS

and materials as may be required for the proper completion of the contract work and to deduct all costs from such monies as may be due the undersigned, in the event the contract work is not completed by the specified completion date.

8. The undersigned does hereby agree to comply with all relevant provisions of the Labor Laws of the State of New York, and agrees to adhere to the provisions relating to the eight-hour day and five-day week, the payments of minimum rates for labor, and the latest laws relative to payments for wages for labor on public contracts.
9. The undersigned does hereby agree to insure all persons connected with the contract work against accident, at its own expense, as prescribed by the Workmen's Compensation Law of the State of New York; and that it will be responsible for payments by itself, its subcontractors and vendors of all taxes applicable to the work, and all other payments as may be required by various laws and rules and regulations of the Federal Government, the State of New York and its political subdivisions and agencies, such payments including but not limited to the following:
 - A. Federal Social Security Taxes on employees' wages.
 - B. Applicable Federal Excise Taxes.
 - C. New York State Unemployment Insurance and Disability Payments, based on employees' wages.
10. The undersigned does hereby agree to accept their indicated lump sum price for the total work and/or their indicated unit prices for the various items of the work as the sole basis in the determination of the value of addition to, or deletions from the specified scope of the contract work.

11. ADDENDUM RECEIPT - CONTRACT NO. _____

(The undersigned shall fill in contract number above, and the required information below.)

The undersigned does hereby acknowledge receipt of the below listed addenda to the contract specifications:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

COMPLETE THIS FORM USING BLACK ONLY

PROPOSAL REQUIREMENTS

12. Bidders should not submit the entire Bid document with its bid submission. Instead, Bidders must submit ALL of the Proposal Pages. Proposal Pages are denoted by a border and are titled on the bottom as "Proposal Page ____".

Be sure that, where required, the forms have been completed and signed by a notary public.

Proposal Page 12 must be completed by a surety company and submitted with the bid if a Performance and Payment Bond is required in accordance with the "Notice to Contractors".

13. NON-COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the General Municipal Law of the State of New York as amended by the Laws of 1966.

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where a. (1), (2) and (3), above, have not been complied with; provided however, that if any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where a. (1), (2) and (3), above, have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not added for the purpose of restricting competition."
14. The undersigned and each person signing in behalf of the undersigned hereby executes the foregoing Affirmative Action Questionnaire, Proposal, Addendum Receipt and Non-Collusive Bidding Certification.
15. The undersigned and each person signing on behalf of the undersigned hereby certifies that

PROPOSAL REQUIREMENTS

the person, firm or corporation submitting this proposal as the bidder has not been found guilty of a willful violation of the New York State Labor Law for failure to pay prevailing wages and supplements, as those terms are defined by the New York State Labor Law, within the twelve (12) months immediately preceding the submission of this bid.

16. The undersigned, by submitting the Proposal Pages, acknowledges that it has read the complete bid package including any and all addenda thereto and its bid includes all of the terms and conditions set forth in the bid documents, including, but not limited to, the Notice to Contractors, General Requirements and Proposals, Contract plans/drawings (if any), Proposal Forms, Information for Bidders, General Clauses, Sample Forms and Attachments, Sample Contract and Bond, Schedule of Hourly Rates and Supplements, Technical Specifications, any Special Notices and all applicable laws, rules and regulations. The undersigned further acknowledges that by submitting this bid the above denoted items are incorporated by reference and constitute an integral part of its bid.
17. The undersigned agrees that, if it is not the Successful bidder, the Sealed List of Subcontractors submitted with its bid can be destroyed by the County. **Please check the following box if you want the Sealed List of Subcontractors returned to you.** ☐

Dated _____, 20____

Legal Name of Person, Firm or
Corporation

(Seal of Corporation)

Business Address of Person, Firm or Corporation

By _____
Signature

Title

COMPLETE THIS FORM USING BLACK INK ONLY

LUMP SUM PROPOSAL

CONTRACT NO. 21-540

ITEMIZED PROPOSAL

| ITEM | DESCRIPTION | AMOUNT BID | |
|--|---|-----------------|---------------|
| | | DOLLARS | CENTS |
| A | For providing all labor, material and equipment necessary to complete all work as shown on the contract drawings and in accordance with the specifications for the Executive High Rise Roof Replacement, Central Maintenance Facility (DOT), 475 Saw Mill River Road Yonkers, New York. | | |
| B | Contract Bonds and Insurance (Must not exceed 3.00% of Item A above) | | |
| C | Necessary for miscellaneous additional work per Article "Miscellaneous Additional Work (Item W-800)" of the Information for Bidders, as directed. | \$ 50,000 | 00 |
| D | Remove lightweight concrete or gypsum fill from roof down to existing metal deck. | Quantity | Cost per Unit |
| | | 225 Cubic Yards | |
| TOTAL OF BID ITEMS A, B, C, D (Written in Figures) | | DOLLARS | CENTS |

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR: _____

ADDRESS: _____

BY: _____

Signature/Title

CONTRACTOR'S ACKNOWLEDGMENT

(If Corporate)

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

On this _____ day of _____, 20____, before me personally came _____
_____ to me known and known to me to be the _____
_____ of _____ the corporation described in and which
executed the within instrument, who being by me duly sworn did depose and say that he the said _____
_____ resides at _____
_____ and that he is _____ of said corporation and knows the corporate
seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and
that it was so affixed by order of the Board of Directors of said corporation, and that he signed his
name thereto by like order.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

(If Individual)

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

On this _____ day of _____, 20____, before me personally came _____
_____ to me known, and known to me to be the same person described in
and who executed the within instrument and he duly acknowledged to me that he executed the same
for the purpose herein mentioned and, if operating under the trade name, that the certificate required
by the New York State General Business Law Section 130 has been filed with the County Clerk of
Westchester County.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

(If Co-Partnership)

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

On this _____ day of _____, 20____, before me personally came _____
_____ to me known, and known to me to be a member of the firm of _____
_____ and the person described in, and who executed the
within instrument in behalf of said firm, and he acknowledged to me that he executed the same in
behalf of, and as the act of said firm for the purposes herein mentioned and that the certificate
required by the New York State General Business Law Section 130 has been filed with the County
Clerk of Westchester County.

Notary Public

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S ACKNOWLEDGMENT

(If Corporation/Sole Officer)

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

On this _____ day of _____, 20__, before me
personally came _____ to me known and
(Name)

known to me to be the _____
(Title)

of _____, the corporation described in and which
(Name of Corporation)

executed the within instrument, who being by me duly sworn did depose and say that he/she,
resides at _____

and that he/she signed the within instrument, on behalf of said corporation, in his/her capacity
as the _____ and sole officer and director of said corporation
(Title)

and that he/she owns all the issued and outstanding capital stock of said corporation.

Notary Public

COMPLETE THIS FORM USING BLACK INK ONLY

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

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

On this _____ day of _____, 20__, before me

personally came _____ to me known to be the individual
(Name of individual who signed agreement)

who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that

(s)he is (the)(a) _____ of _____,
 (member)(manager) (name of limited liability company)

a _____ limited liability company, and that (s)he has authority
(name of state)

to sign the same, and acknowledged that (s)he executed the same as the act and deed of said limited liability company.

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

Notary Public

My Commission Expires on: _____

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF AUTHORITY

I, _____
(Officer other than officer executing proposed documents)

certify that I am _____ of the
(Title)

(Name of Contractor)

(the "Contractor"), a corporation duly organized and in good standing under the

(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that _____
(Person executing proposal documents)

who signed said agreement on behalf of the Contractor was, at the time of execution the

_____ of the Contractor; that said agreement was
(Title of such person)

duly signed for and in behalf of said Contractor by authority of its Board of Directors, thereunto
duly organized, and that such authority is in full force and effect at the date hereof.

(Signature)

(SEAL)

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

On this _____ day of _____, 20____, before me personally came
_____ to me known, and known to me to be
the _____ of _____, the
Corporation described in and which executed the above certificate, who being by me duly sworn did
depose and say that he, the said _____ resides at
_____ and that he is _____
_____ of said Corporation and knows the Corporate Seal of the said
Corporation; that the seal affixed to the above certificate is such Corporate Seal and that it was so
affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto
by like order.

Notary Public

COMPLETE THIS FORM IN BLACK INK ONLY

CERTIFICATE OF AUTHORITY-LIMITED LIABILITY COMPANY

I, _____,
(member or manager other than person executing the agreement)

certify that I am a _____ of _____
(member/manager) (Name of Limited Liability Company)

(the “LLC”) duly organized under the Laws of the State of _____; that
(Name of State)

_____ who signed said agreement on behalf of the LLC.
(Person Executing Agreement)

was, at the time of execution, a manager of the LLC; that said Contract was duly signed for and on behalf of said LLC and as the act of said LLC for the purposes herein mentioned.

(Signature)

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

On this _____ day of _____, 20____, before me personally came
_____, to me known, and known to me to be the _____
(name of member/manager) (member/manager)
described in and who executed the above certificate, who being be me duly sworn did depose and say
that he resides at _____, and he is a
(member/manager) of said LLC; that he is duly authorized to execute said certificate on behalf of said
LLC, and that he signed his name thereto pursuant to such authority.

Notary Public

County

My Commission Expires on: _____

COMPLETE THIS FORM USING BLACK INK ONLY

***Required for all Bids over \$100,000 where a Performance & Payment Bond
is Required in accordance with the "Notice to Contractors"***

CONTRACT NO. _____

BID BOND AND CONSENT OF SURETY

KNOW ALL PERSONS BY THESE PRESENTS, That _____
(Name of Contractor)

(Address)
(hereinafter called the "Principal") and the _____ a
corporation created and existing under the laws of the State of _____, having its principal office
at _____ (hereinafter called the "Surety"),
(PRINT FULL ADDRESS OF SURETY)

are held and firmly bound unto the County of Westchester (hereinafter called the "Obligee"), in the full just
sum of *Twenty-Five (25%) Percent of the Attached Bid*, good and lawful money of the United States of
America, for the payment of which said sum of money, well and truly to be made and done, the said
Principal binds themselves (himself/herself, itself), their (his/her, its) heirs, executors and administrators,
successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally,
firmly by these presents:

WHEREAS, the said Principal has submitted to the County of Westchester, New York, a
proposal/bid for Contract Number: _____
Project Title: _____ and

WHEREAS, under the terms of the Laws of the State of New York as above indicated, the said
Principal has filed or intends to file this bond to guarantee that the Principal will execute all required contract
documents, furnish all required insurance and furnish such Performance and Payment Bonds or other bonds
as may be required in accordance with the terms of the Principal's said proposal/bid.

NOW, THEREFORE, the Surety agrees:

- (i) if the Contract for which the preceding estimate and proposal is made, is awarded to the Bidder by
the County, the Surety shall become bound as Surety and guarantor for the faithful performance of the
Contract and shall execute and deliver a Performance & Payment Bond, in a form acceptable to the County,
in the amount of 100% of the total Contract price, or such other amount as may be specified in the Bid
documents, and shall execute the Contract as party of the third part when required to do so by the Board of
Acquisition and Contract of the County; and
- (ii) if the Bidder shall, upon award of the Contract to the Bidder, fail or refuse to execute the Contract
and furnish the necessary bonds and insurance certificates, the Surety shall, on demand by the County, pay to
the County the difference between the amount bid and the amount for which such contract is thereafter
awarded, together with the cost to the County of reletting said Contract, up to the maximum aggregate
amount of this bond.
- (iii) the condition of the foregoing obligation is such, that if the said Principal shall promptly execute
and submit, and the County shall accept, all required contract documents including insurance and such
Performance and Payment Bond or other bonds, all as may be required in accordance with the terms of the
Principal's said bid/proposal, then this obligation shall be null and void, otherwise to remain in full force and
virtue.

The Surety, for value received, the receipt of which is hereby acknowledged by the Surety, hereby stipulates and agrees that the obligation of the Surety and of its bond shall remain absolute and shall be in no way impaired, affected or discharged by an extension of time, mutually agreed to by the County and the Bidder, within which the County may award said Contract, and the Surety hereby waives notice of any such extension.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/her (their, its) hand and the said Surety has caused this instrument to be signed by its duly authorized officer this _____ day of _____ 200__.

Signed and delivered this ____ day of _____ 20____ in the presence of:

(Print Name of Contractor)

(Signature) Principal

(Title of Authorized Officer)

(Print Name of Surety)

By _____ Surety
(Signature)

(Title of Authorized Officer)

(The Surety Company shall append a single copy of a statement of its financial condition, a copy of the resolution authorizing the execution of Bonds by officers of the Surety Company, Power of Attorney, Surety Acknowledgment.)

AFFIRMATIVE ACTION PROGRAM REQUIREMENT

Affirmative Action Program

An approved Affirmative Action Plan shall be required in all contracts for public work where the awarded contract amount exceeds \$50,000 or more than fourteen (14) persons are employed by the Contractor and/or his subcontractors.

Does the Contractor participate in an approved Affirmative Action Program? Yes [☐] No [☐]

If Yes, give name of Program: _____

If No, how many employees (total) does the Contractor employ. Please also include in your count the number of employees the Contractor and its Subcontractors expect to use on this project: _____

An approved Affirmative Action Program shall mean a plan approved or adopted by Westchester County including but not limited to, the Home-Town Plan, the Recruitment Training Program or any other program approved or meeting the requirements of the State or Federal government.

The "Monthly Employment Utilization Report" of the Sample Forms, shall be filled out by the Contractor and/or Subcontractor(s) who are required to have an Affirmative Action Program, prior to the start of the work.

Before any subcontractor is approved for use on this contract it will have to complete and submit the "Affirmative Action Program Requirement- Subcontractors" form of the Sample Forms.

COMPLETE THIS FORM USING BLACK INK ONLY

APPRENTICESHIP TRAINING PROGRAM REQUIREMENT

Apprenticeship Training Program

An approved Apprenticeship Training Program shall be required in all contracts for public work where the awarded contract amount exceeds \$50,000. and more than fourteen (14) persons are employed by the Contractor or Subcontractor(s).

Will the Contractor utilize apprentices for this
Contract? Yes [] No []

If Contractor Yes, do the apprentices participate in an approved Apprenticeship
Training Program? Yes [] No []

If Contractor Yes, give the name of the Program: _____

Will the Subcontractor(s) utilize apprentices for this
Contract? Yes [] No []

If Subcontractor(s) Yes, do the apprentices participate in an approved Apprenticeship
Training Program? Yes [] No []

If Subcontractor(s) Yes, give the name of the Program: _____

AN APPROVED APPRENTICESHIP TRAINING PROGRAM SHALL MEAN A NEW YORK
STATE REGISTERED APPRENTICESHIP TRAINING PROGRAM AS DEFINED UNDER
THE NEW YORK STATE LABOR LAW.

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF LICENSE

(TO BE COMPLETED BY AN ELECTRICAL BIDDER ONLY)

_____, being duly sworn
(Name)

deposes and says that the following statements are true:

(1) I am the _____ of the
(Title)

_____, the bidder named on the
(Name of Contractor)

bid proposal, and I have read and am familiar with: a) the electrical license requirements contained in the Information for Bidders of the bid, b) Chapter 277 Article XVII of the Laws of Westchester County entitled Electrical Licensing Board and the Licensing of Master Electricians, and c) the Westchester County Electrical Licensing Board Rules and Regulations.

(2) I am familiar with, and this bid is being submitted in compliance with, the Westchester County Electrical Licensing Board Rules and Regulations, in particular No. 11, which states as follows:

No individual holding a Master Electrician's License shall lend such License to any person or allow any other person to carry on, engage in, or labor at the business as defined herein of installing, removing, altering, testing, replacing, or repairing electrical systems. A violation of this section by any person holding a License shall be sufficient cause for revocation of such License.

However, nothing herein shall be construed to prohibit the use of a License by the holder thereof for or on behalf of a partnership, corporation or other business association, provided that fifty-one (51) percent or more of the control of the voting capital stock of such partnership, corporation, or other business association is owned by one (1) or more holders of a Westchester County Master Electrical License and that all work performed by such partnership, corporation or other business association is performed by or under the direct supervision of such License holder or holders.

(3) That, as of this date, the bidder submitting the bid possesses the applicable valid Master/"Special" Electrician's license issued by the Westchester County Electrical Licensing Board; that this License is being used in compliance with the Laws of Westchester County and Westchester County Electrical Licensing Board Rules and Regulations; and **I have provided a copy of such license with the sealed bid proposal.**

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF LICENSE (Continued)

(TO BE COMPLETED BY AN ELECTRICAL BIDDER ONLY)

(4) That all electrical work shall be performed in accordance with the requirements of Chapter 277 Article XVII of the Laws of Westchester County entitled Electrical Licensing Board and the Licensing of Master Electricians and the Westchester County Electrical Licensing Board Rules and Regulations.

(5) That I make this statement in connection with the submission of the bid as proof of the required electrical license, knowing that this statement will be relied upon by the County in the evaluation of that bid.

Signature

Sworn to before me
this _____ day of _____

License No.

Notary Public - State of New York

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF LICENSE

(TO BE COMPLETED BY A PLUMBING BIDDER ONLY)

_____, being duly sworn
(Name)

deposes and says that the following statements are true:

(1) I am the _____ of the
(Title)

_____, the bidder named on the
(Name of Contractor)

bid proposal, and I have read and am familiar with: a) the plumbing license requirements contained in the Information for Bidders of the bid, b) Chapter 277 Article XV of the Laws of Westchester County entitled Westchester County Board of Plumbing Examiners and County-wide Plumbing License, and c) the Westchester County Board of Plumbing Examiners Rules and Regulations.

(2) I am familiar with, and this bid is being submitted in compliance with, Section 277.509A of Article XV of Chapter 277 of the Laws of Westchester County, which states as follows:

A. No holder of a license or certification issued under this article shall authorize, consent to or permit the use of his or her license or certification by or on behalf of any other person. No person who has not qualified or obtained a license or certification under this article shall represent himself or herself to the public as holder of a license or certification issued under this article, either directly, by means of signs, sign cards metal plates or stationery, or indirectly in any other manner whatsoever. However, nothing herein shall be construed to prohibit the use of a license by the holder thereof for or on behalf of a partnership, corporation or other business association, provided that 51 percent or more of the control of the voting capital stock of such partnership, corporation or other business association is owned by one or more holders of a Westchester County master plumbing license and that all work performed by such partnership, corporation or other business association is performed by or under the direct supervision of such license holder or holders.

(3) That, as of this date, the bidder submitting the bid possesses a valid Master Plumber's license issued by the Westchester County Board of Plumbing Examiners; that this License is being used in compliance with the Laws of Westchester County and the Westchester County Board of Plumbing Examiners Rules and Regulations; and **I have provided a copy of such license with the sealed bid proposal.**

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF LICENSE (Continued)

(TO BE COMPLETED BY A PLUMBING BIDDER ONLY)

(4) That all plumbing work shall be performed in accordance with the requirements of Chapter 277, Article XV of the Laws of Westchester County entitled Westchester County Board of Plumbing Examiners and County-wide Plumbing License, and the Westchester County Board of Plumbing Examiners Rules and Regulations.

(5) That I make this statement in connection with the submission of the bid as proof of the required plumbing license, knowing that this statement will be relied upon by the County in the evaluation of that bid.

Signature

Sworn to before me
this _____ day of _____

License No.

Notary Public - State of New York

COMPLETE THIS FORM USING BLACK INK ONLY

CERTIFICATE OF LICENSE

(TO BE COMPLETED BY A HAULING BIDDER OR SUBCONTRACTOR ONLY)

_____, being duly sworn
(Name)

deposes and says that the following statements are true:

(1) I am the _____ of the
(Title)

_____, the bidder/subcontractor (circle one)
(Name of Contractor)

named on the foregoing bid proposal, and I have read and am familiar with the hauling license requirements contained in the Information for Bidders of the foregoing bid.

(2) That, as of this date, the bidder submitting the foregoing bid/subcontractor of the bidder submitting the foregoing bid (circle one) possesses a valid _____ license
(License type, i.e. Class "A")
issued by the Westchester County Solid Waste Commission.

(3) That all hauling work shall be performed in accordance with the requirements of Chapter 826-a of the Laws of Westchester County.

(4) That I make this statement in connection with the submission of the foregoing bid as proof of the required hauling license, knowing that this statement will be relied upon by the County in the evaluation of that bid.

Signature

Sworn to before me
this _____ day of _____

License No.

Notary Public - State of New York

COMPLETE THIS FORM USING BLACK INK ONLY

STORMWATER POLLUTION PREVENTION CERTIFICATION

I certify under penalty of law that I understand and agree to comply with the terms and conditions of the Stormwater Pollution Prevention Plan ("SPPP") for the construction site identified in such SPPP as a condition of authorization to discharge stormwater. I also understand the operator must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater discharges from construction activities and it is unlawful for any person to contribute to a violation of water quality standards.

Signature

Sworn to before me

This _____ day of _____, 200__.

Notary Public – State of New York, County of _____

My Commission Expires on _____.

This Certification will also have to be signed by your subcontractors. Additional copies of this form can be acquired from the Department of Public Works.

COMPLETE THIS FORM USING BLACK INK ONLY

PREVAILING WAGE RATES AND SUPPLEMENTS

Compliance with the New York State Construction (Article 1, Section 17) and the New York State Labor Law (Section 220)

Is your firm in full compliance with the New York State Labor Law?
(Please check one)

Yes _____

No _____

Are the wage supplements paid into a Federally approved program?
(Please check one)

Yes _____

No _____

If Yes, please indicate which program:

If No, please indicate how the supplements are being paid:

Yes, I have read and understand the terms of this Contract and the laws of this Agreement:

Signature

Date: _____

Notary Public

Date: _____

COMPLETE THIS FORM USING BLACK INK ONLY

MINORITY/WOMEN BUSINESS ENTERPRISE PROGRAM QUESTIONNAIRE
QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color," as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_____ No

_____ Yes

Please note: If you answered “yes” based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered “Yes” above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

CONTRACTOR'S DISCLOSURE STATEMENT

Instructions:

The County of Westchester, in order to insure that it employs responsible contractors for its major construction projects, requires all bidders for construction contracts (which includes reconstruction and repair) with an estimated value of One Hundred Thousand (\$100,000.00) or more Dollars to answer completely and swear to the questions below. If a Contractor Disclosure Statement has been included with this bid specification, then the County has determined that it is applicable to this bid. All subcontractors whose contract has a value of One Hundred Thousand (\$100,000.00) or more Dollars must also submit a Contractor Disclosure Statement.

Please read the questions carefully and answer them completely. Before you answer these questions, please read the definitions of terms used in these questions. While you may contact the Department of Public Works if you have questions about this form, the County cannot provide you with any legal advice for which you must contact your own lawyer. **FAILURE TO COMPLETE THIS CONTRACTOR DISCLOSURE STATEMENT IN GOOD FAITH MAY RESULT IN THE REJECTION OF YOUR BID.**

If you have previously filled out a Contractor Disclosure Statement for another County bid and only some but not all of your responses have changed, attach a copy of the prior Contractor Disclosure Statement and check #2 below indicating changes only and only answer those questions which have changed since you last filled out the Contractor Disclosure Statement.

If you have previously completed a Contractor Disclosure Statement for another County bid and nothing has changed in your responses to the questions, then check #3 and fill out the attached No Change Affidavit. Attach a copy of the prior Contractor Disclosure Statement to the No Change Affidavit.

NOTE IF THE SPACES PROVIDED FOR ANSWERS ARE NOT SUFFICIENT FOR YOU TO COMPLETE YOUR ANSWER TO A PARTICULAR QUESTION, THEN ATTACH ADDITIONAL PAGES TO THIS CONTRACTOR DISCLOSURE STATEMENT WHICH INDICATE THE NUMBER OF THE QUESTION THAT YOU ARE COMPLETING THE ANSWER FOR.

ALSO DO NOT LEAVE ANY ANSWERS BLANK. IF A QUESTION IS NOT APPLICABLE, ANSWER - N/A – AND OFFER A BRIEF EXPLANATION AS TO WHY THE QUESTION DOES NOT APPLY.

Definitions:

Affiliate – is another Business Entity in which the Contractor or one or more of the Principals of the Contractor has an ownership interest of more than fifty (50%) percent. An Affiliate is also another Business Entity in which the Parent of the Contractor owns more than fifty (50%) percent of that other Business Entity.

Agency or Government Agency – is any Federal, State, City or other local agency including, but not limited to, departments, offices, quasi-public agencies, public authorities and

CONTRACTOR'S DISCLOSURE STATEMENT

corporations, boards of education and higher education, public development corporations and local development corporations.

Assignee – is a person or Business Entity to whom an assignment (e.g., a transfer to another of any property, real or personal, including a transfer of any rights in such property) is made.

Business Address – is the location of principal executive offices and is also the primary place of business in Westchester County, if different.

Business Entity – is any profit-seeking business including, but not limited to, corporations, limited and general partnerships, joint ventures and individual (sole) proprietorships.

Contract – is any binding agreement with any Government Agency or other Business Entity for the provision of goods, or services including, but not limited to, construction.

Contractor – is the Business Entity submitting this Contractor Disclosure Statement.

Contractor Disclosure Statement – is this document.

Control – A Business Entity controls another Business Entity when:

- The controlling Business Entity owns more than fifty (50%) percent of the controlled Business Entity, or
- The controlling Business Entity directs or has the right to direct daily operations of the controlled Business Entity, or
- The same person is a Principal in both businesses and directs the daily operations of the controlled Business Entity.

Investigations – is any official inquiry by any Government Agency, with the exception of background investigations for employment.

Officer – is any individual who serves in the function of chief executive officer, chief financial officer or chief operating officer of the Business Entity by whatever titles known.

Parent – is a Business Entity which owns more than fifty (50%) percent of another Business Entity.

Principal – is an individual, partnership, joint venture or corporation which holds ten (10%) percent or more ownership interest in the Business Entity.

Partner – shall mean a person or Business Entity that has a joint ownership in a particular business, but the ownership interest is not as a shareholder of a corporation.

Successor – is a person or Business Entity that takes the place that another has left. With reference to a corporation, a successor shall mean another corporation which, through amalgamation, consolidation, or other legal succession, becomes invested with the rights and assumes the burdens of the first corporation.

CONTRACTOR'S DISCLOSURE STATEMENT

CONTRACT NO.: _____

☐ Check if Subcontractor

Type Of Submission

(Put a X or √ next to the applicable type of submission)

1. **Fully Completed Contractor Disclosure Statement** _____
(Sign Oath on last page of Disclosure Statement)

2. **Changes Only Contractor Disclosure Statement** _____
(Attach copy of previously filed Contractor Disclosure Statement that you are amending. Denote any changes on the following Contractor Disclosure Statement. Sign Oath on last page of this Disclosure Statement)

3. **No Change** _____
(Fill out "No Change Affidavit" [below] and attach copy of previously filed Contractor Disclosure Statement)

NO CHANGE AFFIDAVIT

I swear that the attached Contractor Disclosure Statement was submitted to the County of Westchester on _____ and was true as signed, and that
(Date)
since the above date nothing has occurred which changes in any way the responses made to the questions contained in the attached Contractor Disclosure Statement.

Submitted by: _____
(Signature)

Name (Print): _____

Title (Print): _____

Sworn to before me this ____ day of _____, 200__

NOTARY PUBLIC

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CONTRACTOR'S DISCLOSURE STATEMENT

Questions:

1. The Business Address and taxpayer identification number of Contractor and primary telephone number for such location.

2. List the Business Addresses and primary telephone numbers for such locations, if different from answer to #1 above, where Contractor has been located over the last five (5) years.

3. List all other names and taxpayer identification numbers under which the Contractor, or the Principals and Officers of Contractor, have conducted business within the prior five (5) years.

4. For any response to #3 above, list any and all Westchester County contracts that were awarded to such "other name" Business Entity.

5. List the type of Business Entity that the Contractor is presently organized as (for example - sole proprietorship, partnership, joint venture or corporation).

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CONTRACTOR'S DISCLOSURE STATEMENT

6. If Contractor is a corporation, list the date that the Contractor was incorporated. Also list the name of the Government Agency and location of said Agency in which a certificate of incorporation, certificate of doing business or equivalent, has been filed and the date of any amendments thereto. If, however, the Contractor is a partnership, list the date that the partnership was formed and the name of the Government Agency and location of said Agency in which a business certificate for partnership or equivalent has been filed.

7. List all the names, current Business Addresses and business telephone numbers of the Principals and Officers of the Contractor. If the Contractor is a partnership, list all partners and their business telephone numbers.

8. List the names, current Business Addresses, telephone numbers and taxpayer identification numbers of all Affiliates of the Contractor.

9. List all the names, Business Addresses and telephone numbers of the Principals and Officers of the Affiliates listed in response to #7 above. If the Affiliate is a partnership, list the Business Addresses and business telephone numbers of all partners.

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CONTRACTOR'S DISCLOSURE STATEMENT

10. Is the Contractor Controlled by another Business Entity? ____ Yes ____ No. If you answered yes, please identify the name, Business Address and telephone number of that Controlling Business Entity and list any contracts that the Controlling Business Entity has had with Westchester County in the past five (5) years?

11. If the Contractor has Control of any other Business Entity that has had a Contract with the County of Westchester in the past five (5) years, please identify the name, Business Address and telephone number of that Controlled Business Entity.

12. List any and all contract sanctions imposed on the Contractor or on a Business Entity listed in response to #3 above that was imposed by a Government Agency during the prior five (5) years, including, but not limited to, all cautions, suspensions, debarments, cancellations of a contract based on business conduct, declarations of default, determinations of ineligibility to bid or whether any proceedings to determine eligibility to bid are pending.

13. List the contract sanction history for the past five (5) years, as defined in #12 above, for any Affiliate of the Contractor.

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S DISCLOSURE STATEMENT

14. If you answered yes to #10 above, list the contract sanction history as defined in #12 above for the Controlling Business Entity during the past five (5) years.

15. List any and all prevailing wage or supplement payment violations; state labor law violations deemed willful and any other federal or state citations, notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of any labor law or regulation regarding the Contractor.

16. List all Investigations of the Contractor, its Principals and Officers or, if a partnership, of the Contractor's Partners. Also list all investigations of Affiliates, their Principals and Officers or, if a partnership, of their Partners.

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S DISCLOSURE STATEMENT

17. Have all Federal and State income tax returns, if required, been filed by Contractor during the last five (5) years? ____Yes ____No If you answered no, please explain why such returns were not filed.

18. Are there any criminal proceedings pending against the Contractor or any Principal or Officer of the Contractor or partner, if Contractor is a partnership? ____Yes ____No If you answered yes, please provide details of the pending criminal proceedings.

19. List the record of all criminal convictions of the Contractor, any Principal or Officer or partner, if Contractor is a partnership, and of any former Principal or Officer, of the Contractor or former partner, if Contractor is a partnership, for any crime related to truthfulness or business conduct and for any felony committed within the prior ten (10) years.

20. List all bankruptcy proceedings that the Contractor or its Affiliates have been the subject of within the past seven (7) years, whether pending or completed.

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR'S DISCLOSURE STATEMENT

21. Is the Contractor a successor, assignee or Affiliate of a Business Entity that has ever been denied a Contract or deemed ineligible to bid on a Government Agency contract?

____ Yes No ____ If you answered yes, explain below.

OATH

I swear that all of the above answers are true based on my knowledge of the facts, or are believed by me to be true, based upon a review of records containing the facts or based upon information I obtained from someone who has knowledge of the facts; and that I have authority to sign this document; and that the answers given above have not been made in a manner intended to deceive or to defeat the purpose of the Contractor Disclosure Statement, which is to assist the County of Westchester in determining if the Contractor is a responsible bidder.

Submitted by: _____
(Signature)

Name (Print): _____

Title (Print): _____

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

NOTARY PUBLIC

COMPLETE THIS FORM USING BLACK INK ONLY

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

(Prior to execution of a contract by the County, a potential County contractor must complete, sign and return this form to the County)

Contract Name and/or ID No.:

(To be filled in by County)

Name of Contractor:

(To be filled in by Contractor)

A potential County contractor must complete this form as part of the proposed County contract.

- 1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 3.) Do any County officers or employees have an **interest**¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

Name: _____

Title: _____

Date: _____

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY
SERVICE-DISABLED VETERANS

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business" shall mean a business that is a certified service-disabled veteran-owned business enterprise under the New York State Service-Disabled Veteran-Owned Business Act (Article 17-B of the Executive Law).

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

_____ No
_____ Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

_____ No
_____ Yes

3. If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing Questionnaire: _____

Signature: _____

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

Notary Public

Date:

SCHEDULE "F"
CRIMINAL BACKGROUND DISCLOSURE
INSTRUCTIONS

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure ("Persons Subject to Disclosure") include the following:

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, subcontractors, Sublessess, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.¹ Accordingly, you are required to complete the attached Criminal Background Disclosure Form and Certification.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

- a.) A conviction of a crime(s);
- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

¹ For these disclosures, a "crime" or "pending criminal charge" includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1–2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

Exemptions

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- b.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer². The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

² Procuring Officer” shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

New Persons Subject to Disclosure

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

CONTRACT #: _____

Name of Consultant, Contractor, Lessee, or Licensee: _____

**CRIMINAL BACKGROUND DISCLOSURE
FORM AND CERTIFICATION**

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to "consultant, contractor, lessee, or licensee" to mean "subconsultant, subcontractor, sublessee, or sublicensee" and check here: _____

I, _____, certify that I am a principal or a
(Name of Person Signing Below)

representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to complete and execute this Criminal Background Disclosure Form and Certification. I certify that I have asked each Person Subject to Disclosure the following questions:

- **Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?**
- **Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?**

I certify that the names and titles of Persons Subject to Disclosure who refused to answer **either** of the questions above are:

1. _____
2. _____
3. _____
4. _____
5. _____

(If more space is needed, please attach separate pages labeled "REFUSED to Answer - Continued.")

I certify that the names and titles of Persons Subject to Disclosure who answered “Yes” to **either of the** questions above are:

1. _____
2. _____
3. _____
4. _____
5. _____

(If more space is needed, please attach separate pages labeled “YES Answers - Continued.”)

Each Person Subject to Disclosure listed above who has either **been convicted of a crime(s)** and/or **is subject to a pending criminal charge(s)** must answer additional questions. Those questions are below.

A Person Subject to Disclosure who has **been convicted of a crime(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please provide the date and place of each conviction.
- 4.) Please provide your age at the time of each crime for which you were convicted.
- 5.) Please provide the legal disposition of each case.
- 6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

A Person Subject to Disclosure who **is subject to a pending criminal charge(s)** must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By my signature below, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.

It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name: _____
Title: _____
Date: _____

Notary Public

Date

INFORMATION FOR BIDDERS



2. INFORMATION FOR BIDDERS

DEPARTMENT OF PUBLIC WORKS

Division of Engineering

INFORMATION FOR BIDDERS

1. ADDENDA AND INTERPRETATION

No interpretation of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Westchester County Department of Public Works, Division of Engineering, Room 512, Michaelian Office Building, White Plains, New York, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the internet not later than three (3) days prior to the date fixed for the opening of bids. Revisions to plans or drawings requiring the issuance of additional or revised drawings will be noted on the internet with instructions how to acquire copies of such revised plans or drawings. Failure of any bidder to receive any such addendum or interpretation or any other form, instrument or document shall not relieve any bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the contract documents.

A bidder's failure to request a clarification, interpretation, etc. of any portion of the plans, specifications, or contract or to point out any inconsistency therein will preclude such bidder from thereafter claiming any ambiguity, inconsistency, or error which should have been discovered by a reasonably prudent bidder and from asserting any claim for damages arising directly or indirectly therefrom.

2. VOIDED CLAUSES

Wherever in this booklet any page is stamped "VOID", only the section(s) or paragraph(s) so stamped are void. All other sections(s) and paragraph(s) remain in full force and effect.

3. PRE-BID SITE INSPECTION

Unless otherwise stated, on building construction work, bidders are free and encouraged to examine the work site during normal work hours preceding the date on which bids are to be opened. For those bidders requesting further clarification of the conditions, an appointment with the County's representative, on the eighth day (Tuesday) prior to the bid opening date, can be requested, by contacting the, Department of Public Works, Division of Engineering at (914) 995-2553.

Each bidder must inform itself fully of the conditions relating to the work to be performed. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in its Bid.

At the time of the opening of bids each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all addenda).

4. BID SECURITY

Bid Security shall be provided in accordance with the "Notice to Contractors." Where

INFORMATION FOR BIDDERS

a Performance and Payment bond is required in the Notice to Contractors, the executed “Bid Bond and Consent of Surety” of the Proposal Pages must be submitted with the Bid when the bid is more than \$100,000. The successful bidder, no matter the size of its bid, will be required to furnish a Performance and Payment Bond.

Where a Performance and Payment Bond is not specified in the Notice to Contractors, then the required Security may be furnished in the form of a Certified Check; drawn to the order of “County of Westchester, clipped to the top of the front cover and submitted with the Bid.

Certified checks submitted will be returned to all bidders submitting certified checks within three (3) days after the opening of bids unless the bidder or bidders submitting certified checks are among the two lowest bidders. At any time after the opening of bids, the second lowest bidder, if the second lowest bidder has submitted a certified check, may substitute a bid bond for the certified check by presenting the bond to the Secretary of the Board of Acquisition and Contract. This bond shall be in the form and coverage required by the County and shall be in an amount not less than the amount of the bidder's certified check. After receipt, approval and acceptance of the bond by the County, the County will forward to the bidder a County check in an amount equal to the bidder's certified check.

All certified checks submitted will be returned to the two lowest bidders within 48 hours after the successful bidder executes the required contract and furnishes the County with all necessary bonds and insurance certificates.

In the event that the successful bidder has not executed the required contract and furnished the required bonds and insurance certificates within forty-five (45) days after the opening of bids, the County, upon demand from a bidder (except for the successful bidder), will send a County check to the bidder in the amount of the bidder's certified check.

Failure of the successful bidder to execute the contract and furnish the necessary bonds and insurance certificates shall result in forfeiture of the bid security, such sum to be retained by the County as liquidated damages.

5. PERFORMANCE AND PAYMENT BOND

If required pursuant to "Notice to Contractors."

If a Performance and Payment bond is required in accordance with the “Notice to Contractors”, the “Bid Bond and Consent of Surety” of the Proposal Pages must be executed by the Contractor’s Surety Company and submitted with the Bid for all bids over \$100,000.

Simultaneously with its delivery of the executed contract, the successful bidder shall deliver to the County an executed bond in the amount of one hundred percent of the accepted bid as security for the faithful performance of its contract and in the amount of one hundred percent for the payment of all persons performing labor or furnishing materials in connection therewith, prepared in satisfactory form and having as surety thereon such bond underwriter or surety that appears on the U.S. Treasury’s listing of approved sureties (Department Circular 570), and is licensed to transact business in New York State. In the event such Surety ceases to appear on the U.S. Treasury’s listing of approved sureties (Department Circular 570) or ceases to be licensed to transact business in New York State or becomes insolvent or enters liquidation proceedings, the Contractor, at its sole cost, shall furnish a replacement bond from a surety satisfactory to the County.

INFORMATION FOR BIDDERS

The form of contract and Performance and Payment Bond to be used in connection with this Contract and to become a part of the contract documents is attached in the section entitled "Sample Contract and Bond for Construction".

6. INDEMNIFICATION AGREEMENT

The Contractor agrees:

- A. that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Contractor agrees to indemnify and hold harmless the County of Westchester, its officers, employees, elected officials, and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and
- B. to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the Agreement and to bear all other costs and expenses related thereto.

7. INSURANCE REQUIREMENTS

The Contractor, upon award of the contract and throughout the term of the Agreement, shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Contractor shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Board of Acquisition and Contract of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies, with a copy also sent to the Director of Risk Management of the County. All notices shall name the Contractor and identify the Contract Number.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Contractor shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the

INFORMATION FOR BIDDERS

agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The Contractor shall provide proof of the following coverage. (Other coverage may be required by the County of Westchester based on specific needs. If such other coverages are required for a specific contract, those coverages will be described in the "Special Clauses" of the contract specifications):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.
- d) Owners Protective Liability Policy naming the County as insured, with a minimum limit of liability per occurrence of \$3,000,000 (where applicable, or as determined by the Director, Risk Management)
- e) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a

INFORMATION FOR BIDDERS

combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- i. Owned automobiles.
 - ii. Hired automobiles.
 - iii. Non-owned automobiles.
- f) Construction Insurance: For the construction, renovation or repair of bridges, viaducts or similar structures, the Contractor at its own cost and expense shall provide and maintain a "Bridge Builder's Risk Form, All Risk Insurance Contract," with flat premium endorsement, until the construction contract is accepted by the Board of Acquisition and Contract of the County of Westchester. The coverage shall be written for 100% of the completed value, covering the Contractor and County of Westchester as the insureds. The Contractor shall provide the original and duplicate policy to the County (unless the County shall accept, in lieu thereof, all contained endorsements including all applicable provisions and coverages).

For the construction of (a) new buildings and (b) for additions or repairs of existing buildings or structures, the Contractor at its own cost and expense shall provide and maintain a "Builder's Risk Form, All Risk Insurance Contract," with flat premium endorsement, until the construction contract is accepted by the Board of Acquisition and Contract of the County of Westchester. The coverage shall be written for 100% of the completed value, covering the Contractor and County of Westchester as the insureds. The Contractor shall provide the original and duplicate policy to the County (unless the County shall accept, in lieu thereof, all contained endorsements including all applicable provisions and coverages).

All policies of the Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

INFORMATION FOR BIDDERS

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8. PREVAILING WAGE RATES AND SUPPLEMENTS

A. Wages to be Paid and Supplements to be Provided

Each laborer, workman or mechanic employed by the Contractor(s), Sub-contractor(s) or other person(s) doing or contracting to do the whole or part of the work contemplated by this Contract, shall be paid the prevailing wages and provide the supplements (including but not limited to health, welfare and pension benefits) as required by Article 8 (Section 220-223) and Article 9 (230-239) of the New York State Labor Law.

INFORMATION FOR BIDDERS

B. Schedule of Hourly Rates/Supplements

The "Schedule of Hourly Rates and Supplements" shows the prevailing hourly rates of wages to be paid and supplements to be provided. It is the County's preference that such supplements shall be paid to a Federally qualified Pension, Health and Welfare program and New York State Registered Apprentice Training Program.

Classifications not appearing on the rate sheet can be used only with the consent of the Commissioner of Public Works and then the rate to be paid will be given by the Commissioner of Public Works after advising with the State Department of Labor.

C. Grounds for Cancellation of Contract

In the event of a failure, to pay the prevailing wages and provide the supplements in accordance with the New York State Labor Law, and as described in this Contract, it shall be considered a material breach. For the breach or violation of this provision, without limiting any other rights or remedies to which the County or any individual may be entitled or any civil or criminal penalty for which any violator may be liable, the County shall have the right, in its discretion, to terminate this agreement immediately upon notice. In such event, the Contractor(s), Sub-Contractor(s), et al shall be liable to the County for any additional costs incurred by the County in the completion of the project.

In addition to any other remedies available to the County and irrespective of any applicable penalties pursuant to law, the County may deduct from the amount payable to the Contractor under this contract five hundred (\$500.00) dollars as reimbursement for the costs it incurs in investigating any violation of Section 220 of the Labor Law.

D. Records to be kept on Site

The Contractor(s), Sub-contractor(s), et al. shall certify their payrolls and keep them on site and available, in addition to the following informative records:

- 1) Record of hours worked by each workman, laborer and mechanic on each day;
- 2) Record of days worked each week by each workman, laborer and mechanic;
- 3) Schedule of occupation or occupations at which each workman, laborer and mechanic on the project is employed during each work day and week;
- 4) Schedule of hourly wage rates paid to each workman, laborer and mechanic for each occupation.
- 5) A statement or declaration signed by each workman, laborer and mechanic attesting that they have been provided with a written notice, informing them of the prevailing wage rates and supplements requirement for this contract.

E. Responsibility of the Contractor, Sub-Contractor, et al.

The Contractor(s), Sub-Contractor(s), et al. will display the posters in a conspicuous location at the site and distribute the wallet cards to the employees. These posters and wallet cards will inform the employees that they are entitled to receive the prevailing wages and supplements as determined by the Department of Labor and will list the

INFORMATION FOR BIDDERS

Department of Labor's Public Work field offices, with phone numbers for individuals to call if they believe their rights are being violated.

F. Pay for a Legal Day's Work & Use of Apprentices

The wages to be paid for a legal day's work, as hereinbefore defined, to laborers, workmen or mechanics upon such public works, shall be not less than the prevailing rate of wages as hereinafter defined. Serving laborers, helpers, assistants and apprentices shall not be classified as common labor and shall be paid not less than the prevailing rate of wages as hereinafter defined. No employee shall be deemed to be an apprentice unless he is individually registered in an apprenticeship program which is duly registered with the Industrial Commissioner in conformity with the provision of Article 23 of the Labor Law. The wages to be paid for a legal day's work, as hereinbefore defined, to laborers, workmen or mechanics upon any material to be used upon or in connection therewith shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where such public work on, about or in connection with which such labor is performed in its final or completed form is to be situated, erected or used and shall be paid in cash; provided, however, that an employer may pay his employees by check upon a Certificate of the Industrial Commissioner to be issued only after a hearing upon the application to pay by check, which hearing shall be with notice of at least five days to be served personally or by mail on all interested persons, or if not served as aforesaid, then to be published in a manner directed by the Industrial Commissioner, which shall afford interested persons the opportunity to appear and to be heard at such hearing, and after proof has been furnished satisfactorily to the Industrial Commissioner of the employer's financial responsibility and the employer gives assurance that such checks may be cashed by employees without difficulty and for the full amount for which they are drawn. Such Contracts shall contain a provision that each laborer, workman or mechanic, employed by such Contractor, Subcontractor or other person about or upon such public works, shall be paid the wages herein provided.

G. Fiscal Officer's Duty to Determine Schedule of Wages

It shall be the duty of the fiscal officer (the "New York State Commissioner of Labor"), to ascertain and determine the schedule of wages to be paid workmen, laborers and mechanics on each such public work, prior to the time of the advertisement for bids, and such schedule of wages shall be annexed to and form a part of the specifications for the work. Such fiscal officer shall file with the department having jurisdiction such schedule of wages to the time of the commencement of the advertisement for bids on all public works proposed to be constructed. The term "Contract" as used in this subdivision also shall include reconstruction and repair of any such public work.

Where Contracts are not awarded within ninety days of the date of the establishment of the prevailing rate of wages by the fiscal officer, the department of jurisdiction shall request of the fiscal officer a redetermination of a schedule of wages.

H. Penalty for Payment of Less than Prevailing Wages

Any person or corporation that willfully pays after entering into such Contract, less than such stipulated wage scale as established by the fiscal officer shall be guilty of a

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misdemeanor and upon conviction shall be punished for such first offense by a fine of five hundred dollars or by imprisonment for not more than thirty days, or both fine and imprisonment; for a second offense by a fine of one thousand dollars, and in addition thereto the Contract on which the violation has occurred shall be forfeited and no such person or corporation shall be entitled to receive any sum nor shall any officer, agent, or employee of the state, municipal corporation or commission or board appointed pursuant to law pay the same or authorize its payment from the funds under his charge or control to any person or corporation for work done upon any Contract, on which the Contractor has been convicted for a second offense in violation of the provisions of this section.

9. LABOR AND COMPLIANCE WITH LABOR LAW

A. Preference for Westchester Residents

The Contractor agrees that in the performance of the work under this Contract he will give preference, and so far as legally possible, to employ citizens and residents of Westchester County.

B. Certifications To Be Filed

It is agreed that, in accordance with Section 220-d of the Labor Law as amended before final payment by or on behalf of the County for any sum due on account of a Contract for a public improvement, the Contractor and each and every Subcontractor of the Contractor or a Subcontractor is required to file a statement in writing in form satisfactory to the Commissioner of Finance certifying to the amounts then due and owing from such Contractor or Subcontractor filing such statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract, setting forth therein the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each respectively, which statement so to be filed shall be verified by the oath of the Contractor or Subcontractor as the case may be that he has read such statement subscribed by him and knows the contents thereof, and that the same is true to his own knowledge.

C. Retention of Funds

It is further agreed that in accordance with Section 220b of the Labor Law, as amended:

- 1) In case any interested person shall have previously filed a protest in writing objecting to the payment to any Contractor or Subcontractor to the extent of the amount or amounts due or become due to him/her for daily or weekly wages or supplements for labor performed on the public improvement for which such Contract was entered into, or if for any other reason it may be deemed advisable, the Commissioner of Finance may deduct from the whole amount of any payment on account thereof the sum or sums admitted by any Contractor or Subcontractor in such statement or statements so filed to be due and owing by him on account of labor performed on such public improvement before making payment of the amount certified for payment in any estimate or voucher, and may withhold the amount so deducted for the benefit of the laborers, workmen or mechanics whose

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wages or supplements are unpaid or not provided, as the case may be, as shown by the verified statements filed by any Contractor or Subcontractor, and may pay directly to any person the amount or amounts shown to be due to him or his duly authorized collective bargaining labor organization, as the case may be, for such wages or supplements by the statements filed as hereinbefore required, thereby discharging the obligation of the Contractor or Subcontractor to the person or his duly authorized collective bargaining labor organization receiving such payment to the extent of the amount thereof, or

- 2) When any interested person shall file a written complaint with the fiscal officer as defined in section 220-b of the Labor Law, alleging unpaid wages or supplements due for labor performed on a public improvement for which a Contract has been entered into, and said labor is alleged to have been performed within the two year period immediately preceding the date of the filing of said complaint, or if, on the fiscal officer's own initiative, unpaid wages or supplements appear to be due, the fiscal officer shall immediately so notify the financial officer of the civil division interested, or, if there are insufficient moneys still due to the Contractor or Subcontractor to satisfy said wages and supplements, including interest and penalty, the financial officer of another civil division which has entered or subsequently enters into a public improvement contract with the Contractor or Subcontractor, who shall withhold from any payment due or earned by the Contractor or Subcontractor executing said public improvement, sufficient moneys to satisfy said wages and supplements, including interest at the rate provided herein, and any civil penalty that may be assessed as provided herein, pending a final determination. The Commissioner of Finance shall immediately confirm in writing to the fiscal officer the amount of money withheld.
- 3) Moneys withheld pursuant to this section shall be held by the Commissioner of Finance for the sole and exclusive benefit of the workers employed on said public improvement and for payment of any civil penalty that may be assessed as provided herein and shall not be used for any other purpose except upon court order. Any person, partnership, association, corporation or governmental body who files a lien or commences a judicial proceeding with respect to any moneys withheld pursuant to this section shall notify the fiscal officer in writing of the lien or claim on or before the date of filing of the lien or commencement of the judicial proceeding. In any proceeding to obtain moneys withheld pursuant to this section by any person, partnership, association, corporation or governmental body, the Commissioner of Labor shall have the right to appear and be heard.
- 4) The fiscal officer shall then cause an investigation to be made to determine whether any amounts are due to the laborers, workmen or mechanics, or on their respective behalves, on such public improvement, for labor performed after the commencement of the three-year period immediately preceding the filing of the complaint or the commencement of the investigation on his own initiative, as the case may be, and shall order a hearing therein at a time and place to be specified and shall give notice thereof, together with a copy of such complaint, or a statement of the facts disclosed upon such investigation, which notice shall be served personally or by mail on all interested persons, including the person complained

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against and upon the financial officer of the civil division; such person complained against shall have an opportunity to be heard in respect to the matters complained of, at the time and place specified in such notice, which time shall be not less than five days from the service of said notice. The fiscal officer in such an investigation shall be deemed to be acting in a judicial capacity and shall have the rights to issue subpoenas, administer oaths and examine witnesses. The enforcement of a subpoena issued under this section shall be regulated by the Civil Practice Law and Rules. Such investigation and hearing shall be expeditiously conducted, and upon such hearing and investigation, the fiscal officer shall determine the issues raised thereon and shall make and file an order in his office stating such determination and forthwith serve a copy of such order, either personally or by mail, together with notice of filing, upon the parties to such proceedings, and if the fiscal officer be the Comptroller, upon the Commissioner of the Department of Labor. Such order shall direct payment of wages or supplements found to be due, including interest at the rate of interest then in effect as prescribed by the Superintendent of Banks pursuant to Section fourteen (a) of the Banking law per annum from the date of the underpayment to the date of payment.

- 5) In addition to directing payment of wages or supplements, including interest found to be due, the order of the fiscal officer may direct payment of a further sum as a civil penalty in an amount not exceeding twenty-five percent of the total amount found to be due. In assessing the amount of the penalty, due consideration shall be given to the size of the employer's business, the good faith of the employer, the gravity of the violation, the history of previous violations of the employer or any successor or substantially-owned affiliated entity or any of the partners if the Contractor or Subcontractor is a partnership or any of the five largest shareholders of the Contractor or Subcontractor, as determined by the fiscal officer, and any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article, and the failure to comply with record keeping or other non-wage requirements. Upon the fiscal officer's determination of the penalty, where the fiscal officer is the Commissioner of the Department of Labor, the penalty shall be paid to said Commissioner for deposit in the State Treasury.
- 6) Upon the entry and service of such order, the Commissioner of Finance shall pay to the claimant, from the moneys due to the Contractor or Subcontractor, the amount of the claim as determined by the fiscal officer and the amount of the civil penalty, if any, shall be paid as provided herein, provided that no proceeding pursuant to Article Seventy-Eight of the Civil Practice Law and Rules for review of said order is commenced by any party aggrieved thereby within thirty days from the date of said order was filed in the office of the fiscal officer. Said proceeding shall be directly in the appellate division of the Supreme Court. Where the fiscal officer is the Commissioner of the Department of Labor, the civil penalty shall be paid to said Commissioner for deposit in the State Treasury. In the event that such a proceeding for review is instituted, moneys sufficient to satisfy the claim and civil penalty shall be set aside by the Commissioner of Finance, subject to the order of the Court.

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- 7) When final determination has been made and such determination is in favor of the complainant, said complainant may in addition to any other remedy provided by this article, institute an action in any Court of appropriate jurisdiction against the person or corporation found violating this article, any substantially-owned affiliated entity or any successor of the Contractor or Subcontractor, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article, and any of the partners if the Contractor or Subcontractor is a partnership or any of the five largest shareholders of the Contractor or Subcontractor, as determined by the fiscal officer, for the recovery of the difference between the sum, if any, actually paid to him by the Commissioner of Finance pursuant to said order and the amount found to be due him as determined by said order. Such action must be commenced, within three years from the date of the filing of said order, or if the said order is reviewed in a proceeding pursuant to Article Seventy-eight of the Civil Practice Law and Rules, within three years after the termination of such review proceeding.
- 8) When two final determinations have been rendered against a Contractor, Subcontractor, successor, or any substantially owned affiliated entity of the Contractor or Subcontractor, any of the partners if the Contractor or Subcontractor is a partnership, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article, any of the five largest shareholders of the Contractor or Subcontractor or any successor within any consecutive six-year period determining that such Contractor, Subcontractor, successor, or any substantially-owned affiliated entity of the Contractor or Subcontractor, any of the partners or any of the five largest shareholders of the Contractor or Subcontractor, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with this article, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public work projects are rendered simultaneously, such Contractor, Subcontractor, successor, or any substantially-owned affiliated entity of the Contractor or Subcontractor, any of the partners if the Contractor or Subcontractor is a partnership or any of the five largest shareholders of the Contractor or Subcontractor, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with the State, any municipal corporation or public body for a period of five years from the second final determination, provided, however, that where any such final determination involves the falsification of payroll records or the kickback of wages or supplements, the Contractor, Subcontractor, successor, or any substantially-owned affiliated entity of the Contractor or Subcontractor, any partner if the Contractor or Subcontractor is a partnership or any of the five largest shareholders of the Contractor or Subcontractor, any officer of the Contractor or Subcontractor who knowingly participated in the violation of this article shall be ineligible to submit a bid on or be awarded any public work contract with the State, any municipal corporation or public body for a period of five years from the first final determination.

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- 9) Nothing in this subdivision shall be construed as affecting any provision of any other law or regulation relating to the awarding of public contracts.

Pursuant to Section 220-C of the Labor law, any Contractor or Subcontractor who shall upon his oath verify any statement required to be filed herein, which is known by him to be false, shall be guilty of perjury and punishable as provided by the Penal Law.

10. CONTRACTOR'S REPORT OF EMPLOYMENT AND WEEKLY AFFIDAVIT

Each week the Contractor shall furnish to the Commissioner of Public Works the "Contractor's Report Of Employment And Weekly Affidavit" of the Sample Forms.

11. LAWS/REGULATIONS AND APPROPRIATIONS

- A. The Contractor shall, at its own cost and expense, comply with all provisions of the Labor Law (i.e. prevailing rate of wages and supplements), Lien Law, Workmen's Compensation Law and all other laws and ordinances affecting this contract or order, either Federal, State or local.
- B. It is recognized and understood by the Parties that when this Agreement is subject to future appropriation by the Westchester County Board of Legislators for funds not presently appropriated to pay for this Agreement; the County shall have no liability under this agreement beyond the funds, if any, that are appropriated and available for payment of the amounts due under this Agreement. The Parties understand and intend that the obligation of the County to pay the amounts due hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or monies of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. Notwithstanding the foregoing, the County will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which payments under this Agreement may be made, including: (i) the County Executive making provisions for such payments to the extent necessary in the annual budget submitted to the Board of Legislators for the purpose of obtaining funding; and (ii) using its reasonable efforts to have such portion of the budget approved.

12. REFUSAL TO ANSWER QUESTIONS

It is understood and agreed by the Contractor that he/she bears an affirmative obligation to answer questions specifically or directly relating to this agreement before any official, board or agency authorized or empowered to inquire into such matters. This section shall not be construed as barring the Contractor, its directors, officers or employees from exercising their constitutional privilege against self-incrimination.

The foregoing, however, shall not be construed as limiting the rights and remedies of the County in the event of such refusal, and when such body or agency is wholly civil in nature,

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failure or refusal to fully cooperate with and diligently answer the inquiries of such official, board or agency may constitute grounds for the termination of this agreement and/or the exercise of any and all other rights or remedies which the County may have by reason of such failure or refusal.

Any and all contracts made with the State, the County of Westchester, or any public department, agency or official thereof, since July 1, 1959 by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be canceled or terminated by the County of Westchester, without incurring any penalty or damages on account of such cancellation or termination, but any monies owing pursuant to said transaction or contract prior to the cancellation and termination, shall be paid.

The successful bidder will be required to make all books and records concerning this contract available during business hours, upon reasonable notice, to duly authorized County personnel for the purpose of ascertaining compliance and/or performance of all provisions of this contract. This provision shall survive the termination of this agreement and for a period of six (6) years thereafter.

13. BID REQUIREMENTS

The Bid must be made on the "Proposal Pages" included in this specification or as provided with an addendum. All blank spaces on said Proposal Pages must be filled in and no change shall be made in the phraseology or in the items as contained therein.

Any bid which fails to name a price per unit of measurement for each of the items for which quantities are given, may be held to be informal and rejected. Bids submitted on Proposal Pages that contain any omissions, alterations, additions or items not called for in the bid documents, or that are illegible, unbalanced, conditional, incomplete or contain irregularities of any kind, may be rejected as informal. If the various parts of the work have been divided into classes and/or items to enable the bidder to bid for different portions of the work in accordance with its estimate of their costs, in the event of any increase or decrease in the quantity will be paid for at the price bid for that particular item. The sum of the amounts for each class or item, obtained by multiplying the approximate quantity by the unit price, shall constitute the total sum bid.

In the event of a discrepancy between the written bid amount and the numerical bid amount, the written amount will take precedence and be controlling as to the amount of the Bid. Any such discrepancy shall be corrected as set forth in Article "Correction Of Errors" of the Information for Bidders.

14. MISCELLANEOUS ADDITIONAL WORK (ITEM W-800)

A. Description - Under this item each Contractor shall furnish all labor, material and equipment required to accomplish miscellaneous additional work:

- 1) Necessitated by encountering during the course of the work field conditions of a nature not determinable during design; or
- 2) For which no unit prices are applicable.

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- B. Method of Measurement - Only that miscellaneous additional work shall be performed by the Contractor and will be paid for by the County, which has been authorized by the Commissioner or the Construction Administrator in writing, prior to its commencement.
- C. Article “Increase or Decrease of Quantities: Elimination of Items” of the Information for Bidders, will still apply relative to the percentage of the total awarded contract price that the work under the contract may be increased or decreased.
- D. Payment - The total amount paid to the Contractor will be determined in strict accordance with the provisions of Article “Extra Work: Increased Compensation/ Decreased Work: Credit to the Owner” of the General Clauses, and such payment will include only that overhead and profit that is applicable to the work performed under this item.
- E. Each Contractor shall include in its total bid the lump sum printed in the Proposal and any bid other than the specified amount will be considered informal.

15. CORRECTION OF ERRORS

Relative to dollar bid items and the required computations as submitted and performed by bidders on the proposal sheets, if there are any inconsistencies derived in multiplying unit bid prices by the stated quantities, the Commissioner reserves the right to reconcile the unit bid prices or the products of the unit bid prices and the stated quantities, when in the Commissioner's professional opinion such reconciliation(s) would concur with the apparent intent of a bidder and the Commissioner's estimated values of the respective bid items of the proposed contract work. In addition to the foregoing, the Commissioner reserves the right to correct all mathematical errors in additions or subtractions.

16. SHOWN QUANTITIES

All bids shall be submitted upon the following express conditions, which shall apply to and become a part of every bid received. The Bidders accept the quantities shown on the Proposal Pages opposite items of the work for which unit prices are to be bid as being approximate estimated quantities. Bidders shall satisfy themselves by personal examination of the location of the proposed work and surroundings thereof, and by such other means as they may prefer, as to the scope of the work and the accuracy of the approximate estimated quantities; and shall not at any time after submission of their bids dispute such approximate estimated quantities nor assert that there was any misrepresentation by the County or any misunderstanding by the Contractor in regard to the quantity or kind of materials to be furnished, or work to be done.

17. QUALIFICATION OF BIDDERS

The County may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all information and data for this purpose as may be requested. The County reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder fails to satisfy the County, in the County's sole discretion, that it is properly qualified to carry out the obligations of the contract and to complete the contemplated work.

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18. REQUIRED EXPERIENCE

The County requires that each contractor possess not less than five (5) year's experience in performing work substantially similar in scope and size to the work for which it is bidding. The contractor agrees that upon request of the County the contractor will furnish a detailed statement of each project that it has performed during the most recent five (5) years (including but not limited to the name and address of the project, the name of the awarding entity/owner, the name of the awarding entity's/owner's representative, a current telephone number where that representative can be reached, the description of the project, general scope of the contractor's work, contract price, dates of performance, whether the contract was terminated for cause or convenience, whether the contract was completed and whether liquidated damages were assessed against the contractor [and if so, provide a written explanation]). The County reserves the right to require additional information as it deems appropriate concerning the history of the contractor's performance of each such contract. The final determination of whether the contractor possesses the requisite experience rests in the sole discretion of the County.

19. INCREASE OR DECREASE OF QUANTITIES: ELIMINATION OF ITEMS

In entering into this contract, the Contractor agrees that quantities shown on the Proposal Pages opposite items of the work for which unit prices have been requested are approximate estimated quantities, and that during the progress of the work the County may find it advisable and shall have the right to omit portions of the work, and to increase or decrease the shown approximate estimated quantities, or the scope of the whole work; and that the County reserves the right to add to or take from the total amount of the work up to a limit of thirty percent of the total amount of the contract based upon the executed contract price for all the specified work.

The Contractor shall make no claim for anticipated profits or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the original specified scope of work and the shown approximate estimated quantities.

The aforesaid thirty- percent pertains to the total amount of the contract and not to any individual item. Individual items may be increased or decreased any amount or may be eliminated entirely if so ordered by the Commissioner, excepting that the total amount of the contract as adjusted shall not result in a net increase or decrease of more than thirty percent except by mutual agreement between both parties thereto.

The Contractor waives all claims of any nature due to a misunderstanding of the location, character, or other conditions surrounding the work or of the shown approximate estimated quantities of items of the work.

20. BREAKDOWN COST OF LUMP SUM ITEMS AND CONTRACTS

After award of the contract and prior to actual start of the work, the successful bidder shall submit an itemized schedule of its estimated costs of lump sum items and or lump sum total contract work, for approval by the County. The schedule shall be submitted as an outline series with minor subdivisions, in accordance with the directives of the County. As part of

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this Schedule, the Contractor will be required to include a sum sufficient, as determined in the County's sole discretion, for the preparation and submission of approved final "As-builts", record drawings, guarantees, warranties, and operations and maintenance manuals.

21. ENGINEERING CHARGES

In addition to any and all other remedies available to the County when the work embraced in the contract is not completed on or before the date specified herein, engineering and inspection expenses incurred by the County of Westchester upon the work from the completion date originally fixed in the contract to the final date of completion of the work may be charged to the Contractor and be deducted from monies due the Contractor. Consideration of any extra work or supplemental contract work added to the original contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the County before assessing engineering and inspection charges against the Contractor. Such charges will be assessed, however, in cases where in the opinion of the Commissioner, the Contractor has delayed the work.

22. ESTIMATES AND PAYMENTS

As the work progresses but not more often than once a month and then on such days as the Construction Administrator may fix, the Contractor will submit a requisition in writing of the amount and value of the work performed and the materials and equipment provided to the date of the requisition, less any amount previously paid to the Contractor. The Contractor must complete at least ten (10%) percent of the work before submitting any claims for mobilization. From each requisition, the County will retain five percent (5%) plus one hundred fifty percent (150%) of the amount necessary to satisfy any claims, liens or judgments against the Contractor that have not been suitably discharged. The Commissioner will thereupon cause the balance of the requisition therein to be paid to the Contractor. In lieu of all or part of the cash retainage the County shall only accept bonds or notes of United States of America, New York State or political subdivisions thereof. As a condition to the making of any progress payment as set forth in this paragraph, the County, in its sole discretion may require the Contractor to submit such document as may be reasonably required to establish that the Contractor (and its subcontractor(s)) have timely and properly paid their respective subcontractor(s) and materialmen of whatever tier.

VENDOR DIRECT PAYMENT: All payments made by the County to the Contractor will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. The Contractor is required to complete the Vendor Direct Payment Authorization Form, which is located in the Forms Section on page 11 and 12. Payments will be automatically credited to the Contractor's designated bank account at the Contractor's financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. If there is a discrepancy in the amount received please contact

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your Westchester County representative as you would have in the past if there were a discrepancy in a check.

In the unlikely event that you do not receive the money in your designated bank account on the date indicated in the e-mail, please contact the Westchester County Accounts Payable Department at 914-995-3748. Whenever you change your bank or change or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-3748 and a new form will be e-mailed to you. When completing the payment authorization form you must either supply a voided check or have it signed by a bank official to ensure the authenticity of the account being set up to receive your payments. Failure to return the completed authorization form prior to award of the contract may result in the bid being considered non-responsive and the bid may be rejected.

When the work or major portion thereof, as contemplated by the terms of the contract (see Substantial Completion Payment and Final Payment later in this article), are substantially completed in the judgment of the Commissioner, the Contractor shall submit a requisition for the remainder of the contract balance. An amount equal to two (2) times the value of the remaining items to be completed plus one hundred fifty percent (150%) of the amount that the Commissioner deems necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged shall be deducted from the requisition. As the remaining items of work are satisfactorily completed or corrected, the County will, upon receipt of a requisition, pay for these items less one hundred fifty percent (150%) of the amount necessary to satisfy any claims, liens or judgments.

Contractor agrees, in the event of any withdrawal by the contractor of amounts retained from payments to the contractor pursuant to the terms hereof, that notwithstanding any contrary interpretation of Section 106 of the New York General Municipal Law, the contractor will be obliged to maintain the market value of securities deposited in an amount equal to the amount withdrawn pursuant to said Section 106. The Contractor will, within five (5) days of demand therefore by the fiscal officer of the County, deposit with such fiscal officer cash, or securities of the kind provided in Section 106, of a market value sufficient to maintain the market value of all securities on deposit at a level equal (as of the date such notice of the fiscal officer is given to the contractor) to the amount which the County shall be entitled to retain from payments to the contractor pursuant to the terms of the contract.

All estimates will be made for actual quantities for work performed and materials and equipment incorporated in the work as determined by the measurements of the Engineer, and this determination shall be accepted as final, conclusive and binding upon the Contractor. All estimates will be subject to correction in any succeeding estimate.

Payment will be made for materials pertinent to the project which have been delivered to the site or off-site by the Contractor and/or Subcontractor and suitably stored and secured in first-class condition as required by the Construction Administrator. Payment may be limited to materials in short and/or critical supply and materials specially fabricated for the project, as defined by the contract. Payment will be made only upon the written request of the contractor. The Contractor must submit certified copies of the manufacturer's or vendor's invoices or statements establishing the true purchase value of the material or equipment; freight bills, release of liens and certificate of insurance covering all equipment and materials. Then the County will include in the following monthly payment an amount not to

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exceed the lesser of the bid breakdown or the total purchase price of the stored equipment and materials less retainage provided that such equipment and materials are suitable for their intended use.

The Contractor shall be responsible for safeguarding stored equipment and materials against loss or damage of any nature whatsoever, shall retain title until incorporated into the work and acceptance by the County and in case of loss or damage, the Contractor shall replace such lost or damaged equipment and materials at no cost to the County.

After receipt of payment, the Contractor shall not remove from the site equipment and materials for which such payment was made without written authorization from the Commissioner.

No major equipment item shall be brought to the site until the following conditions are met:

- 1) The County must have received the manufacture's recommendations for on-site storage in writing.
- 2) The structure in which the equipment is to be installed is roofed (roofing must be watertight) and has such protection of doorways, windows, and other openings that will provide reasonable protection from the weather.
- 3) Prior to the County making a Partial Payment on a major equipment item the following conditions must be met:
 - a. The Contractor must certify to the County, in writing, that the equipment has been properly stored.
 - b. The Shop Drawings must be approved and the draft Operation and Maintenance Manuals must have been submitted.

The Contractor shall furnish to the Construction Administrator, prior to the making up of any Partial or Final Estimate, a copy of its and its Subcontractors' weekly payrolls for each and every preceding payroll period. The payroll submitted shall be a certified true copy and shall contain full information including but not limited to the number of hours worked, rate, classification and total sum paid each employee charged to or working on the job. With all except the first estimate, the Contractor shall furnish to the Construction Administrator a sworn statement listing all unpaid bills and liabilities incurred under the Contract.

A. Substantial Completion Payment

- 1) Within thirty (30) days after receiving written notice from the Contractor of substantial completion of the work under this Agreement, the Commissioner will cause an inspection to be made of the work done under this contract. If, upon such inspection, the Engineer determines that the work is substantially complete, a Substantial Completion Payment to the Contractor for the work done under this Contract, less any and all deductions authorized to be made by the Commissioner under this contract or by law, will be issued.
- 2) Such a Payment shall be considered a Partial and not a Final Payment.
- 3) As a condition precedent to receiving payment therefore, the Contractor must have received County approval of all Shop Drawing submittals, the Operation and Maintenance Manuals, and As-Built Drawing(s). Together with its application for substantial completion payment the Contractor shall also deliver to the

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Construction Administrator a verified statement certifying that all claims or liabilities arising from the completed work, including all charges for Extra Work, Change Orders, additional time, damages or credits (collectively referred to as "claims") have been presented to the County. All such claims shall be described in sufficient detail so as to be easily identified. The Contractor's failure to submit the verified statement shall constitute a full and final waiver of all claims against the County from the beginning of the project through the date of substantial completion as established by the County. The presentation of the verified statement to the County shall not constitute an acknowledgement by the County that any such claim is valid. The County expressly reserves its right to assert that any such claim(s) is waived or precluded by reason of other provisions of the contract documents. Only claims particularly identified on the Contractor's verified statement shall be preserved; all other claims whatever nature shall be deemed waived and released. It shall also submit proof of title of the materials and equipment covered by the contract. The Contractor shall also, prior to the issuance of said Substantial Completion Payment, supply to the County affidavits and certificates for labor, material and equipment (where applicable).

B. Final Payment

- 1) Within ten (10) days after receiving written notice from the Contractor of completion of all the work, the Engineer will make a final inspection. If upon inspection the Engineer determines that no further work is needed, the Commissioner will request that the Board of Acquisition and Contract approve the completion of the project and authorize payment of the Final Estimate. Also required prior to the Board of Acquisition and Contract approval is a Condition Report by the Contractor that any damage of public or privately owned properties resulting from the Contractor's work has been satisfactorily repaired.
- 2) As a condition precedent to receiving Final Payment therefore the Contractor shall submit a supplementary verified statement similar to that required under, "A. Substantial Completion Payment", hereof. This verified statement must include only those charges for Extra Work, Change Orders, additional time, damages or credits (collectively referred to as "claims") that accrued between substantial completion and final completion. The Contractor's failure to submit the verified statement shall constitute a full and final waiver of all claims against the County from the beginning of the project through the date of substantial completion as established by the County. The presentation of the verified statement to the County shall not constitute an acknowledgement by the County that any such claim is valid. The County expressly reserves its right to assert that any such claim is waived or precluded by reason of other provisions of the contract documents. Only claims particularly identified on the Contractor's supplementary verified statement shall be preserved; all other claims of whatever nature shall be deemed waived and released.
- 3) The Contractor shall also, prior to the issuance of Final Payment, supply to the County affidavits and certificates for labor, material and equipment (where applicable).

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- 4) The County will, not less than thirty (30) days after the Final Acceptance of the work under this contract, by the Board of Acquisition and Contract, pay the Contractor upon the receipt of all required documentation the balance of funds due thereunder after deduction of all previous payments, liens and all percentages and amounts to be kept and retained under provision of this contract.

All prior Partial Payments, being merely estimates made to enable the Contractor to prosecute the work more advantageously, shall be subject to correction in the Final Estimate and Payment

- 5) The acceptance by the Contractor or by anyone claiming by or through him of the Final Payment shall operate as and shall be a release to the County and every officer and agent thereof, from any and all claims of the Contractor for anything done or furnished in connection with this work or project and for any act or omission of the County or of any others relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or its Sureties from any obligation under this contract or the Performance and Payment Bond. Should the Contractor refuse to accept the final payment as tendered by the County, it shall constitute a waiver of any rights to interest thereon. Nor shall refusal to accept final payment extend any applicable statute of limitation.

23. PAYMENTS TO SUBCONTRACTORS AND MATERIALMEN BY CONTRACTOR

Within fifteen calendar days of the receipt of any payment from the County, the contractor shall pay each of its sub-contractors and materialmen the proceeds from the payment representing the value of the work performed and/or materials furnished by the subcontractor and/or materialmen as reflected in the payment from the owner less an amount necessary to satisfy any claims, liens or judgment against the subcontractor or materialman which have not been suitably discharged and less any retained amount as hereafter described. The contractor shall retain not more than five per centum of each payment to the subcontractor and/or materialman except that the contractor may retain in excess of five per centum but not more than ten per centum of each payment to the subcontractor provided that prior to entering into a subcontract with the contractor, the sub-contractor is unable or unwilling to provide a performance bond and a labor and material bond both in the full amount of the sub-contract at the request of the contractor. However, the contractor shall retain nothing from those payments representing proceeds owed the subcontractor and/or materialman from the County's payments to the contractor for the remaining amounts of the contract balance as provided in Article "Estimates and Payments" of the Information For Bidders. Within fifteen calendar days of the receipts of payment from the contractor, the subcontractor and/or materialman shall pay each of its subcontractors and materialmen in the same manner as the contractor has paid the subcontractor.

Nothing provided herein shall create any obligation on the part of the County to pay or to see the payment of any moneys to any subcontractor or materialman from any contractor nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed between the subcontractor or materialman and the County. Notwithstanding anything to the foregoing, the County may tender payments to the Contractor in the form of joint or dual payee checks.

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NOTICE: No direct payment will be made for work done or materials furnished under the General Clauses, Information for Bidders, General Clauses and Special Clauses, except where expressly stated elsewhere, but compensation shall be deemed to be included in the contract lump sum price for the total work and/or the contract unit prices for the various items of the work.

24. TIME OF STARTING

Time being of the essence, all bidders shall take notice that the timely completion of the work called for under this contract is of the greatest importance. The contractor shall commence its work within ten (10) days after "notice to proceed" has been given it by the Commissioner (unless a definite starting date is stated). Prior to commencing its work, the Contractor shall notify the Director of Project Management, Division of Engineering and Department of Public Works, at least forty-eight (48) hours prior to the planned date of its "start", so that a Construction Administrator can be assigned to the work.

25. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION AND DEMOLITION WORK

At all times the Contractor shall use all required and necessary precautions for the safety and protection of the public, County personnel, construction employees, and private and public property on or adjacent to the work.

The Contractor shall comply fully with all the applicable provisions of the following listed governmental regulations and standards, noting that in case of conflict, the Contractor shall comply with the most stringent rule or regulation:

- 1) State of New York, Department of Labor, Bureau of Standards and Appeals, Industrial Code Rule 23 "Protection of Persons Employed in Construction and Demolition Work."
- 2) United States Department of Labor, Bureau of Labor Standards, "Safety and Health Regulations for Construction," as promulgated in accordance with the Occupational Safety and Health Act of 1970, Public Law 91-596; 84 Stat. 1590, Laws of 91st Congress - 2nd Session.

It shall be the sole responsibility of the Contractor to ascertain which of the regulations and standards contained in the foregoing listed publications effect its construction activities, and it shall be solely responsible for the penalties resulting from its failure to comply with such applicable rules and regulations. Copies of the listed publications are available for reference purposes only, in the Westchester County Department of Public Works, Division of Engineering, Design Section, Room 500, Michaelian Office Building, White Plains, New York.

The West Nile Mosquito control program:

- 1) Routinely, the work site should be inspected for potential habitats (i.e. stagnant/standing water) for mosquitoes.
- 2) Conditions that would require remediation include: improper site grading, ruts/other depressions, water in debris (i.e. containers, tires, etc.), stored or

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discarded materials, and excavations, and those cited by the Construction Administrator.

- 3) Under the direction of the Construction Administrator, the Contractor shall take all necessary preventive and/or corrective action to eliminate the potential breeding grounds.

26. ACCIDENT PREVENTION AND FIRST AID FACILITIES

In addition to conforming to the applicable governmental regulations and standards referred to in Article "Fire Prevention And Control" of the Information For Bidders, the Contractor shall conduct its work in accordance with the recommendations contained in the latest edition of the "Manual of Accident Prevention in Construction," as published by the Associated General Contractors of America, Inc. and the most recent safety codes approved by the American Standards Association. In case of the conflict with the referenced governmental regulations and standards, the most stringent regulation, standard or recommendation shall govern.

Further, and without in any way limiting the Contractor's obligations hereunder, and in accordance with the instructions of the Construction Administrator, the Contractor shall provide barricades, warning lights, danger and caution signs and other safeguards at all places where the work in any way is a hazard to the public.

The Contractor shall also provide and maintain upon the site at each location where major work is in progress, a completely equipped first aid kit that shall be readily accessible when construction activities are in progress. Posted on each first aid kit shall be the name, location and telephone number of the nearest hospital or doctor with whom the Contractor has previously made arrangements for emergency treatment in case of accident.

27. FIRE PREVENTION AND CONTROL

The Contractor shall abide by such rules and instructions as to fire prevention and control as the municipality having jurisdiction may prescribe. It shall take all necessary steps to prevent its employees from setting fires not required in the construction of the facility and shall be responsible for preventing the escape of fires set in connection with the construction.

It shall at all times provide the proper housekeeping to minimize potential fire hazards, and shall provide approved spark arresters on all steam engines, internal combustion engines and fuels.

Free access to fire hydrants and standpipe connections shall be maintained at all times during construction operations, and portable fire extinguishers shall be provided by the Contractor and made conveniently available throughout the construction site. The Contractor shall also notify its employees of the location of the nearest fire alarm box at all locations where work is in progress.

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28. STATE AND LOCAL SALES TAX EXEMPTION

The Contractor's attention is directed to Section 1115 of the Tax Law of New York State, Chapters 513 and 514 of the Laws of 1974. In connection with capital improvement contracts entered into on or after September 1, 1974, all tangible personal property which will become an integral component of a structure, building or real property of New York State, or any of its political sub-divisions, including the County of Westchester, is exempt from State and local retail sales tax and compensating use tax.

Bidders' proposals shall exclude dollar amounts for the payment of State and Local retail sales tax and compensating use tax, for tangible personal property defined above.

The successful bidder shall be obliged to file the required Contractor Exempt Purchase Certificates, which may be obtained from the New York State Department of Taxation and Finance (1-800-462-8100), in order to utilize such exemption.

29. APPRENTICES

The attention of all bidders is directed to Section 220(3-e) of the New York State Labor Law, which is hereby incorporated herein by reference, which requires, among other things, that "Apprentices who are registered under a Bona Fide New York State Registered Apprentice Training Program shall be permitted to work."

30. AFFIRMATIVE ACTION PROVISION

During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to include, or require the inclusion of the above provision in any subcontract made pursuant to its contract with the County.

31. AFFIRMATIVE ACTION PROGRAM REQUIREMENT

Relative to the award of this Contract, it is required that all bidders completely answer all questions contained in the questionnaire entitled "Affirmative Action Program Requirement" of the Proposal Pages, and properly attest to same.

It is also required that all subcontractors completely answer all questions contained in the questionnaire entitled "Affirmative Action Program Requirement-Subcontractors" of the Sample Forms, and properly attest to same. This form is to be submitted with the request to utilize subcontractor(s).

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32. AUTHORITY TO DO BUSINESS IN NEW YORK

Any corporation not incorporated under the Laws of New York State, must furnish a copy of its certificate of authority, from the New York State Secretary of State, to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law.

33. LICENSE REQUIREMENTS (ELECTRICAL)

- A. In accordance with the requirements of Local Law No. 20-1997 of Westchester County, no person shall perform work under any contract with the County of Westchester except (i) a licensed Master Electrician; (ii) a licensed "Special Electrician"; or (iii) a Journeyman Electrician working under the direct supervision and control of a Master Electrician.

In no event shall the County incur any liability to pay for any electrical work performed in violation of the licensing requirements of Local Law No. 20-1997 of Westchester County.

- B. Contract with separate bids:

If the project is one where separate bid specifications are required pursuant to the provisions of the New York General Municipal Law, then any person, partnership, corporation, business organization or other business entity submitting a bid for the electrical portion of the project must possess, at the time of submission of the Bid, a valid Master/"Special" Electrician's license issued by the Westchester County Electrical Licensing Board in accordance with Chapter 277 Article XVII of the Laws of Westchester County and the Westchester County Electrical Licensing Board Rules & Regulations, in particular No. 11, which states as follows:

No individual holding a Master Electrician's License shall lend such License to any person or allow any other person to carry on, engage in, or labor at the business as defined herein of installing, removing, altering, testing, replacing, or repairing electrical systems. A violation of this section by any person holding a License shall be sufficient cause for revocation of such License.

However, nothing herein shall be construed to prohibit the use of a License by the holder thereof for or on behalf of a partnership, corporation or other business association, provided that fifty-one (51) percent or more of the control of the voting capital stock of such partnership, corporation, or other business association is owned by one (1) or more holders of a Westchester County Master Electrical License and that all work performed by such partnership, corporation or other business association is performed by or under the direct supervision of such License holder or holders.

- C. Contract with single bid:

Where the project does not involve separate bids pursuant to the New York General Municipal Law but where some electrical work is contemplated along with other work, the person, firm, partnership or corporation engaged to perform said electrical work

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must possess a valid Master/"Special" Electrician's license issued by the Westchester County Electrical Licensing Board.

- D. An electrical bidder must complete the "Certificate of License (Electrical)" of the Proposal Pages and will be required to furnish a copy of such license with the sealed Bid. Other bidders will be required to furnish a copy of such license for the applicable person engaged to perform the electrical work when request by the County, prior to awarding the contract.
- E. The license must be maintained at all times during the performance of the work contemplated under the contract. The suspension, revocation or the failure to maintain or renew such license shall, in addition to any other right or remedy available to the County, be grounds for immediate termination of the contract, effective immediately upon notice from the Commissioner.

34. LICENSE REQUIREMENTS (PLUMBING)

- A. In accordance with the requirements of Chapter 277, Article XV of the Laws of Westchester County, no person shall perform plumbing work under any contract with the County of Westchester except (i) a licensed Master Plumber; (ii) a certified Journey Level Plumber employed by and under the direction of a licensed Master Plumber; or (iii) an Apprentice Plumber working under the direct supervision and control of a Master Plumber or under the direct supervision and control of a certified Journey Level Plumber in the employ of a licensed Master Plumber.

In no event shall the County incur any liability to pay for any plumbing work performed in violation of the licensing requirements of Chapter 277, Article XV of the Laws of Westchester County.

- B. Contract with separate bids:

If the project is one where separate bid specifications are required pursuant to the provisions of the New York General Municipal Law, then any person, partnership, corporation, business organization or other business entity submitting a bid for the plumbing portion of the project must possess, at the time of submission of the Bid, a valid Master Plumber's license issued by the Westchester County Board of Plumbing Examiners in accordance with the Westchester County Board of Plumbing Examiners Rules and Regulations and Chapter 277 Article XV of the Laws of Westchester County, in particular Section 277.509A, which states as follows:

- A. No holder of a license or certification issued under this article shall authorize, consent to or permit the use of his or her license or certification by or on behalf of any other person. No person who has not qualified or obtained a license or certification under this article shall represent himself or herself to the public as holder of a license or certification issued under this article, either directly, by means of signs, sign cards metal plates or stationery, or indirectly in any other manner whatsoever. However, nothing herein shall be construed to prohibit the use of a license by the holder thereof for or on behalf of a partnership, corporation or other business association, provided that 51 percent or more of the control of the voting capital stock of such partnership, corporation or other business

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association is owned by one or more holders of a Westchester County master plumbing license and that all work performed by such partnership, corporation or other business association is performed by or under the direct supervision of such license holder or holders.

C. Contract with single bid:

Where the project does not involve separate bids pursuant to the New York General Municipal Law but where some plumbing work is contemplated along with other work, the person, firm, partnership or corporation engaged to perform said plumbing work must possess a valid Master Plumber's license issued by the Westchester County Board of Plumbing Examiners.

- D. A plumbing bidder must complete the "Certificate of License (Plumbing)" of the Proposal Pages and will be required to furnish a copy of such license and the County issued identity badge with the sealed Bid. Other bidders will be required to furnish a copy of such license and the County issued identity badge for the applicable person engaged to perform the plumbing work when request by the County, prior to awarding the contract.
- E. A restricted Master Plumber's license issued by the Westchester County Board of Plumbing Examiners shall satisfy the requirements of this section provided such restricted license authorizes the Master Plumber to engage in the business of plumbing within the local municipality in which the work under the contract is to be performed.
- F. The license must be maintained at all times during the performance of the work contemplated under the contract. The suspension, revocation or the failure to maintain or renew such license shall, in addition to any other right or remedy available to the County, be grounds for immediate termination of the contract, effective immediately upon notice from the Commissioner.

35. LICENSE REQUIREMENTS (HAULERS)

(Haulers Of Solid Waste; Recyclables; Construction And Demolition Debris; Garden And Yard Waste And/Or Scrap Metal)

A. DEFINITIONS:

- 1) "Class A" refers to all haulers except those whose hauling business is limited solely to Class C, Class D or Class E activities or whose recycling business is limited to Class B activities. Class A Licensees may also conduct Class B, Class C, Class D and Class E activities.
- 2) "Class B" refers to Recyclable brokers. Class B Licensees may also conduct Class C, Class D and Class E activities.
- 3) "Class C" refers to haulers who exclusively handle construction and demolition debris. Class C Licensees may also conduct Class D and Class E activities. With respect to Class C haulers, the following shall apply: a. Class "C-1" shall refer to a business or subsidiary which generates construction and demolition debris, as defined herein, and which, incidental to such business, transports, stores, processes, transfers or disposes of the construction and demolition debris generated by the

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operations of such business or subsidiary. Class "C-1" Licensees may also conduct Class E activities; b. Class "C-2" shall refer to all other businesses which otherwise transport, collect, store, transfer, process, or dispose of construction and demolition debris. Class "C-2" haulers may also conduct Class "C-1", Class D and Class E activities.

- 4) "Class D" refers to (i) haulers who collect, store, transport, transfer, process or dispose of garden and yard waste generated, originated or brought within the County where such garden and yard waste was previously generated by a person or entity other than the Licensees and/or (ii) haulers who collect, store, transport, transfer, process or dispose of garden and yard waste and which own, lease, or control one or more vehicles having three (3) or more axles which vehicles will be used in the collection, storage, transfer, transportation, processing or disposal of garden and yard waste generated, originated or brought within the County.
- 5) "Class E" refers to haulers who exclusively conduct a scrap peddler business.
- 6) "Construction and Demolition Debris" means uncontaminated Solid Waste resulting from the construction, remodeling, repair and demolition of structures and roads, and uncontaminated Solid Waste consisting of vegetation resulting from land clearing and grubbing, utility line maintenance and seasonal and storm-related cleanup. Such waste includes, but is not limited to, bricks, concrete and other masonry materials, soil, rock, wood, wall coverings, plaster, drywall, plumbing fixtures, non-asbestos insulation, roofing shingles, asphaltic pavement, glass, plastics that are not sealed in a manner that conceals other waste, electrical wiring and components containing no hazardous liquids, metals, and trees or tree limbs that are incidental to any of the above.
- 7) "Hauler" means any person excluding municipalities, the County and any County district including, but not limited to, Refuse Disposal District No. 1 and all County sewer and water districts, who, for a fee or other consideration, collects, stores, processes, transfers, transports or disposes of Solid Waste, Recyclables or construction and demolition debris that is generated or originated within the County or brought within the boundaries of the County for disposal, storage, transfer or processing.
- 8) "Recyclables" means those materials defined as "Recyclables" under Section 825.30 (8) of the Westchester County Source Separation Law.
- 9) "Scrap Peddler" shall mean any person who collects scrap materials for sale to a Recyclable broker using no more than one vehicle for collection and transportation of such materials.
- 10) "Solid Waste" means all putrescible and non-putrescible materials or substances, except as described in Paragraph 4 of 6 NYCRR Part 360-1.2(a), and/or regulated under 6 NYCRR Part 364, that are discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection including, but not limited to, garbage, refuse, commercial waste, rubbish, ashes, incinerator residue and construction and demolition debris. "Solid Waste" shall not be understood to include Recyclables as defined above.

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- B. **PLEASE TAKE NOTICE** - In accordance with the requirements of Chapter 826-a, Article III of the Laws of Westchester County, it is unlawful for any person to collect, store, transfer, transport or dispose of solid waste; recyclables; construction and demolition debris; garden and yard waste and/or scrap metal, as defined herein, that is generated or originated within the County or brought within the boundaries of the County for disposal, storage, transfer or processing, or to conduct any activities defined as Class A, Class B, Class C, Class D or Class E activities under Chapter 826-a of the Laws of Westchester County, in Westchester County (hereinafter collectively referred to as "hauling") without having first obtained a license therefore from the Westchester County Solid Waste Commission.

In no event shall the County incur any liability with respect to any hauling activities conducted by the bidder or any subcontractor of the bidder in violation of Chapter 826-a of the Laws of Westchester County.

- C. Where the project necessitates that hauling be performed, either the bidder or the person, partnership, corporation, business organization or other business entity engaged to perform such hauling work on behalf of the bidder (hereinafter the "subcontractor") must possess a valid license issued by the Westchester County Solid Waste Commission at the time of submission of the bid and throughout the duration of any contract issued pursuant thereto.
- D. A hauler bidder must complete the "Certificate of License (Hauler)" of the Proposal Pages and will be required to furnish a copy of such license with the sealed bid. Other bidders will be required to furnish a copy of such license for the applicable person engaged to perform the hauling work when requested by the County, prior to awarding the contract.
- E. The suspension, revocation, or the failure to maintain or renew such license may, in addition to any other right or remedy available to the County, be grounds for termination of the contract, effective immediately upon notice from the Commissioner. The bidder which is awarded the contract hereunder shall have a continuing obligation to notify the Commissioner, within (2) business days, of any suspension, revocation or other action taken with respect to any license issued by the Westchester County Solid Waste Commission which may limit or impair the bidder's ability, or the ability of any authorized subcontractor, to perform such hauling work in the County of Westchester.

It shall be the bidder's responsibility to ensure that any subcontractor who will perform the hauling services required under any contract issued pursuant to this bid specification has a valid license for the duration of the term of any contract awarded hereunder.

- F. In the event that a license held by the bidder or its subcontractor is revoked, suspended or otherwise discontinued by the Westchester County Solid Waste Commission, or in the event that the bidder is otherwise required to obtain the services of a new or alternate subcontractor for the hauling work, the bidder shall immediately notify the Commissioner and seek the Commissioner's approval for the use of such subcontractor to provide the hauling services which are required under the contract, and shall provide the Commissioner with a copy of the license issued by the Westchester County Solid Waste Commission to such subcontractor. No bidder or subcontractor shall provide

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hauling services under the contract until a copy of its license has been provided to the Commissioner and the Commissioner has approved of such bidder or subcontractor.

36. MINORITY PARTICIPATION POLICY

- A. Pursuant to Chapter 308 of the Laws of the County of Westchester, the County encourages the meaningful and significant participation of business enterprises owned by persons of color and women - Minority Business Enterprise (MBE) and Women Business Enterprise(WBE); on County of Westchester contracts.
- B. It is the goal of the County of Westchester to use its best efforts to encourage, promote and increase participation of business enterprises owned and controlled by persons of color or women (MBE/WBE) in contracts and projects funded by all departments of the County and to develop a policy to efficiently and effectively monitor such participation.
- C. In recognition of the need to promote the development of business enterprises owned and controlled by persons of color and women to achieve a goal of equal opportunity, and overcome the existing under representation of these groups in the business community, the County of Westchester acting through its Office of Economic Development shall as a lawful public and County purpose provide technical and informational assistance to such business enterprises with a particular emphasis on education programs to encourage participation in the contract procurement process.
- D. For the purposes of this Local Law, a business enterprise owned and controlled by women or persons of color shall be construed to mean a business enterprise including a sole proprietorship, partnership or corporation that is: (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated. In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR Subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.
- E. The Contractor hereby acknowledges and agrees:
 - 1) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall be reason of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic predisposition or carrier status discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

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- 2) That no contractor, subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic predisposition or carrier status;
 - 3) That there may be deducted from the amount payable to the contractor by the County under this contract a penalty of fifty (50) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
 - 4) That this contract may be canceled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
 - 5) The aforesaid provisions of this section covering every contract for or on behalf of the County for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
 - 6) Contractor agrees to include, or require the inclusion of the above provision in any subcontract made pursuant to its contract with the County.
- F. In furtherance of the Contractor's obligation to make documented good faith efforts to utilize Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) for the Work required by this Contract, the Contractor shall provide the Minority/Women Business Enterprise Questionnaire signed by an officer of the Contractor, and any additional information requested by the County, including but not limited to the following, which shall be delivered to the Construction Administrator and _____, Program Manager of Minority- and Women-Owned Business Program, County of Westchester, Room 911, 148 Martine Avenue, White Plains, New York 10601 coincident with the Contractor's delivery to the County of its bid and shall be provided by the Contractor with any request for approval of subcontractors:
- 1 (a) The name, address, telephone number and contact person of each MBE and WBE solicited verbally by Contractor during the applicable period for the performance of any portion of the Contractor's Work and the date(s) that each such solicitation was made;
 - 1 (b) A description of the portion of the Contractor's Work for which each such solicitation is made.
 - 1 (c) A listing of the project documents, if any, furnished to each such MBE and WBE.
 2. A copy of each written solicitation sent by the Contractor to each MBE and WBE and the name and address of each MBE and WBE to whom the solicitation was made.
 - 3) The name and address of each MBE and WBE that performs any portion of the Contractor's Work, a description of such portion of the Work and the dollar

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amount therefore.

- 4) A statement that the Contractor reviewed a list of MBE and WBE contractors in their outreach efforts. A list can be found at www.westchestergov.com/mwob.
- 5) Indicate those MBE and WBE contractors found on the list that provided the type of subcontractor services required for this project. If none were found, please indicate.
- 6) Describe other outreach efforts, including other MBE and/or WBE lists, organizations or individuals that were contacted.

The failure of the low bidder to comply with the provisions of this subparagraph F may result in the County NOT awarding this contract to your firm. Failure of the Contractor to comply with the provisions of this subparagraph F may constitute a material breach of this Contract. Failure to comply with the Minority Participation Policy may be considered by the County when awarding contracts.

37. SEXUAL HARASSMENT POLICY

- A. As with discrimination involving race, color, religion, age, sexual orientation, disability, and national origin, Westchester County also prohibits sex discrimination, including sexual harassment of its employees in any form. The County will take all steps necessary to prevent and stop the occurrence of sexual harassment in the workplace.
 - 1) **This policy applies to all County employees and all personnel in a contractual relationship with the County.** Depending on the extent of the County's exercise of control, this policy may be applied to the conduct of non-County employees with respect to sexual harassment of County employees in the workplace.
 - 2) This sexual harassment policy includes, but is not limited to, inappropriate forms of behavior described by the Equal Employment Opportunity Commission.
- B. Sexual advances that are not welcome, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:
 - 1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; -OR-
 - 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions, such as promotion, transfer, or termination, affecting such individuals; -OR-
 - 3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
- C. Sexual harassment refers to behavior that is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale and that, therefore, interferes

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with an employee's work performance and effectiveness or creates an intimidating, hostile or offensive working environment.

38. SMOKE-FREE WORKPLACE POLICY

- A. By way of Executive Order No. 5 of 1998 and Local Law 3 of 2003, it is now the policy of the County of Westchester to institute a smoke-free “workplace”.
- B. Every indoor County “workplace”, shall become a smoke-free area. The smoking or carrying of lighted cigarettes, cigars, pipes, or any other tobacco-based products, or products that result in smoke, is hereby banned.
- C. Every indoor County “workplace” shall be covered under this Executive Order, including the County Jail in Valhalla and the Westchester County Center in White Plains. This Executive Order shall not, however, apply to County-owned facilities that are not County “workplaces”, such as employees housing or privately run restaurants on County property (e.g. at the County golf courses).
- D. The Richard J. Daronco County Courthouse shall not, for purposes of this Executive Order, be considered a County “workplace”, and therefore shall not be required to be smoke-free.
- E. This Executive Order is intended to be consistent with, and not modify, any provisions of the New York State Public Health Law.
- F. This Executive Order shall take effect immediately and remain in full force and effect until otherwise superseded or revoked.

39. COUNTY ENERGY EFFICIENT PURCHASING POLICY

- A. By way of Executive Order No. 9 of 2002, it is now the policy of the County of Westchester to institute an Energy Efficient Purchasing Policy.
- B. This policy shall apply to all purchases made by and for the County in accordance with applicable laws, rules and regulations.
- C. Wherever the price is reasonably competitive and the quality adequate for the purpose intended, purchase and utilization of products that meet Energy Star requirements for energy efficiency as determined by the United States Environmental Protection Agency and the United States Department of Energy is hereby recommended.
- D. If the Energy Star label is not available with respect to a particular product, than it is recommended that products in the upper twenty-five percent of energy efficiency as designated by the United States Federal Energy Management Program shall be purchased and utilized if the prices of those products are reasonably competitive and the quality adequate for the purpose intended.

40. RESTRICTION ON USE OF TROPICAL HARDWOODS

- A. The bidder/proposer shall not use or propose to use any tropical hardwoods or tropical hardwood products in any form, except in accordance with State Finance Law § 165 (Use of Tropical Hardwoods), as may be amended from time to time. Pursuant to the

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State Finance Law § 165, any bid/proposal which proposes or calls for the use of any tropical hardwood or wood product in the performance of the contract shall be deemed non-responsive.

41. DISCLOSURE OF RELATIONSHIPS TO COUNTY

- A. The successful bidder is required to complete the form entitled “Required Disclosure of Relationships to County” on Proposal Pages 32-33 before award of the contract.
- B. In the event that any information provided on the completed Proposal Pages entitled “Required Disclosure of Relationships to County” changes during the term of this agreement, the Contractor shall notify the Commissioner in writing within ten (10) days of such event by submitting a revised “Required Disclosure of Relationships to County” form.

42. CONTRACTOR DISCLOSURE STATEMENT

The Contractor and each Major Subcontractor represents that all information provided by the Contractor and Major Subcontractor in the form entitled “Contractor Disclosure Statement” on Proposal Pages 23-31 is in all respects true and correct. In the event the information provided on that document changes during the term of this agreement or for a period of three (3) years after the date that the Contractor and/or the Major Subcontractor receives final payment under this agreement, the Contractor and/or Major Subcontractor shall notify the Commissioner in writing within ten (10) days of such event by submitting a revised “Contractor/Major Subcontractor Disclosure Statement”. Bidders must complete the Required Disclosure of Relationships to County form. The Required Disclosure of Relationships to County form is located on Proposal Pages 32-33.

43. CRIMINAL BACKGROUND INFORMATION

Pursuant to Executive Order 1-2008 and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County shall have the right to bar the following “Persons Subject to Disclosure” (Persons shall mean individuals or legal entities) from providing work or services to the County or from being on County property:

(a) Consultants, Contractors, Licensees, Lessees of County owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, Subcontractors, Sublessees or Sublicensees who are providing services to the County; and

(b) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

If any of the above mentioned Persons Subject to Disclosure has either one of the following:

(a) A conviction of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State);

(b) A pending criminal proceeding for a crime(s) as defined above; or

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(c) A refusal to answer such questions.

Where the following criteria apply:

(a) If any of the Persons Subject to Disclosure providing work or services to the County in relation to a County Contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County Contract; and

(b) If any of the Persons Subject to Disclosure providing work or services to the County, in relation to a County Contract may, in the course of providing those services, have access to sensitive data (for example, Social Security Numbers and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors and the infirm).

Accordingly, the Contractor is required to review the Instructions found in the instructions and complete “Contractor and all persons subject to Disclosure Certification Forms” located at Forms Pages 11-13 as well as any other applicable criminal disclosure forms (i.e., Forms Pages 14 through 19,” together with Forms Pages 11-13 collectively referred to as “Disclosure Forms”).

However, the following Persons Subject to Disclosure are **exempt** from Executive Order 1-2008: (i) those persons for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; or (ii) those persons for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of this Contract that is in full force and effect.

If a Person Subject to Disclosure is exempt from the disclosure described in Executive Order 1-2008 because of either “i” or “ii” above, then the Contractor shall notify the Procuring Officer¹ in the respective Department of its claim of exemption and it shall be the responsibility of the Procuring Officer to verify each exemption. If the Procuring Officer determines that the Contractor is exempt under sections “i” or “ii” above, the Procuring Officer shall confirm same with the Contractor and maintain a written record including all supporting details of the verification of and acknowledgement of said exemption.

If the Procuring Officer determines that the Contractor is not exempt under sections “i” or “ii” above, the Procuring Officer shall notify the Contractor in writing, and the appropriate Disclosure Forms shall be required.

It shall be the Contractor’s duty to disclose and to inquire of each and every Person Subject to Disclosure, whether they have been convicted of a crime or whether they are currently subject to pending criminal charges. It shall be the duty of the Contractor to submit a completed Certification Form “Forms Pages 11-13”annexed hereto as ,” which certifies that the Contractor and every Person Subject to Disclosure has been asked whether they have been convicted of a crime or are currently subject to pending criminal charges.

Should the Contractor or any Person Subject to Disclosure (also referred to as “Person”)

¹ “Procuring Officer” shall mean the head of the department or the individual(s) authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.

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affirmatively advise that they have been convicted of a crime said Person shall be identified in Forms Page 14 entitled “Names And Titles Of Persons Subject To Disclosure That Answered Yes” to any questions on Forms Pages 11-13 and shall complete Forms Pages 15-16 entitled, “Criminal Background Disclosure Form For Persons Who Have Been Convicted of A Crime.”

Should the Contractor or any Person Subject to Disclosure advise that they are subject to pending criminal charges, said Person shall be identified in Forms Page 14 and shall complete the form annexed hereto as Forms Pages 17-18 entitled, “Criminal Background Disclosure Form For Persons Who Are Subject to Pending Criminal Charges.”

Should the Contractor or any Person Subject to Disclosure refuse to answer whether they have been convicted of a crime or are currently subject to pending criminal charges, the name and title of said Person(s) shall be listed on Forms Page 19 entitled “Persons That refused To Answer”.

It shall be the duty of the Contractor to submit to the Procuring Officer all of the attached applicable Disclosure Forms prior to the commencement of this Contract. It is the responsibility of each Contractor to assure that all of their proposed Subcontractors complete the criminal background and disclosure certification forms and submit the forms to the Procuring Officer before they will be approved to perform work on the contract.

Under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception to this obligation. If the Contractor needs to obtain translation services to fulfill this obligation, it shall be at the sole cost and expense of the Contractor.

The Contractor shall be required to make the same inquiry and forward updated Disclosure Forms to the Procuring Officer regarding additional Persons Subject to Disclosure in connection with this Contract during the term of this Contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED DISCLOSURE FORMS ARE FILED WITH THE PROCURING OFFICER.**

THE CONTRACTOR HAS A CONTINUING OBLIGATION TO MAINTAIN THE ACCURACY OF THE DISCLOSURE FORMS FOR THE DURATION OF THIS CONTRACT, INCLUDING ANY AMENDMENTS OR EXTENSIONS THERETO AND SHALL PROVIDE ANY UPDATES TO THE PROCURING OFFICER AS NECESSARY TO COMPLY WITH THE DISCLOSURE REQUIREMENTS BY EXECUTIVE ORDER 1-2008.

Any failure by the Contractor to comply with the disclosure requirements of Executive Order 1-2008, absent proof of exemption deemed satisfactory by the County Procuring Officer, may be considered by the County, a material breach by the Contractor and may be grounds for immediate termination of this Agreement by the County.

44. MANDATORY OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING

Pursuant to NYS Labor Law §220-h – On all public work projects of at least \$250,000 all laborers, workers and mechanics employed, in the performance of the contract on the public work site, either by the contractor, sub-contractor or other person doing or contracting to do the

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whole or a part of the work contemplated by the contract, are required to be certified as having successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project.



3. GENERAL CLAUSES

DEPARTMENT OF PUBLIC WORKS

Division of Engineering

GENERAL CLAUSES

1. MATERIAL AND WORKMANSHIP

It is the intent of these specifications to require first-class work and new and best quality materials. For any unexpected features arising during the progress of the work and not fully covered herein the specifications shall be interpreted to require first-class work and materials, and such interpretations shall be binding upon the Contractor.

- 1) Upon award of the Contract, the Contractor shall furnish in writing to the Construction Administrator the sources of supply for concrete, and other materials that it proposes to use in the work, and material shall not be furnished from other sources of supply except after written approval by the Construction Administrator. The Contractor shall, before ordering equipment verify that Suppliers of equipment will provide the required warranties, guarantees, and maintenance services.

2. DEFINITIONS

COMMISSIONER - The head of the Department of Public Works of the County of Westchester.

CONSTRUCTION ADMINISTRATOR- The representative of the Commissioner of Public Works at the project site who, unless specifically designated otherwise in the Contract, shall in the first instance, make such determinations as are necessary for the expeditious completion of the Work, except for those determinations that are reserved to the Commissioner.

CONTRACT - Shall mean each of the various parts of these documents both as a whole or severally and except for titles, subtitles, headings and table of contents, shall include the Notice to Bidders, Information for Bidders, the Proposal, the Specifications, the Performance Bond, the Plans, the Contract Form, and all addenda and provisions required by law.

CONTRACTOR - Party of the second part to the Contract acting directly or through its agents, subcontractors, or employees, and who is responsible for all debts pertaining to and for the acceptable performance of the work for which it had contracted.

COUNTY - Party of the first part to the Contract as represented by the Board of Acquisition and Contract and the Commissioner of Public Works for the County of Westchester.

ENGINEER - An Engineer or Architect that designed the project and is serving as the duly authorized representative of the Commissioner of Public Works who, in addition to the duties set forth in the Contract, shall, in the first instance, make such determinations as are necessary to ensure the Contractor's compliance with its obligations for the preparation and submission of shop drawings and all other submittals required for the Work. If there is no Engineer the duties of the Engineer shall be performed by the Construction Administrator and all references in this

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Agreement to the Engineer shall be deemed to mean the Construction Administrator.

MAJOR SUBCONTRACTOR- Subcontractors performing all or a portion of the work for Electrical; Heating, Ventilating and Air Conditioning; Fire Prevention; General Construction; and/or any Subcontractor whose subcontract price is equal to or greater than ten percent (10%) of the Contract Price.

OWNER - The County of Westchester.

PLANS - All official drawings or reproductions of drawings pertaining to the work or to any structure connected therewith.

SPECIFICATIONS - The body of directions, requirements, etc. contained in this present volume, together with all documents of any descriptions and agreements made (or to be made), pertaining to the methods(or manner) of performing the work or to the quantities and quality. Specifications shall also include the Notice to Contractors, Instructions to Bidders, Bond, Proposal and Contract Agreement.

SURETY - The corporate body, which is bound with and for the Contractor and which engages to be responsible for the faithful performance of the contract, and to indemnify the County against all claims for damages.

A.A.S.H.O. - American Association of State Highway Officials

A.R.E.A. - American Railway Engineering Association

A.S.T.M. - American Society for Testing Materials

A.W.W.A. - American Water Works Association

N.E.C. - National Electrical Code

N.E.M.A. - National Electric Manufacturers Association

3. BOUNDARIES OF WORK

The County will provide land or rights-of-way for the work specified in this Contract. Other contractors, employees or concessionaires of the county, may for all necessary purposes enter upon the work and premises used by the Contractor, and the Contractor shall give to other contractors and employees of the County all reasonable facilities and assistance for the completion of adjoining work.

4. OVERLAPPING WORK

The Contractor shall take notice that because of work on other contracts within and adjacent to the contract limits it may not have exclusive occupancy of the territory within or adjacent

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to the contract limits, and that during the life of this contract the owners and operators of Public Utilities may make changes in their facilities.

The said changes may be made by utility employees or by contract within or adjacent to the contract limits and may be both temporary and permanent.

The Contractor shall cooperate with other Contractors and owners of various utilities and shall coordinate and arrange the sequence of its work to conform with the progressive operations of work already or to be put under contract. Cooperation with Contractors already or to be engaged upon the site is essential to properly coordinate the construction efforts of all Contractors, Utility Owners and Subcontractors engaged in work within and adjacent to the contract limits.

The Contractor shall coordinate the work of its various Subcontractors. Their respective operations shall be arranged and conducted so that delays are avoided. Where the work of the Contractor or Subcontractor overlaps or dovetails with that of other Contractors, materials shall be delivered and operations conducted so as to carry on the work continuously in an efficient and workmanlike manner. The Contractor shall coordinate its work to be done hereunder with the work of the other Contractor(s) and the Contractor shall fully cooperate with such other Contractor(s) and carefully fit its own work to that provided under other contracts as may be directed by the Construction Administrator. If the Construction Administrator shall determine that the Contractor is failing to coordinate its work with the work of the other Contractor(s) as the Construction Administrator has directed, then the Commissioner shall have the right, at its sole option, to withhold any payments otherwise due hereunder until the Construction Administrator's directions are complied with by the Contractor and/or deduct the costs incurred by the County due to the Contractor's failure or refusal to so cooperate. Delays or oversights on the part of the Contractor or Subcontractors or Utility Owners in performing their work in the proper manner thereby causing cutting, removing and replacing work already in place, shall not be the basis for a claim for extra compensation.

In the event of interference between operations of Utility Owners and other Contractors, or among the Contractors themselves, the Construction Administrator shall be the sole judge of the rights of each Contractor insofar as the sequence of work necessary to expedite the completion of the entire project, and in all cases its decision shall be final. The Contractor agrees that it has included in its unit prices bid for the various items of the contract the possible additional cost of performing the work under this contract because it may not have a clear site for its work and because of possible interference of roadway use, other Contractors and necessary utility work, and the necessity or desirability of opening certain sections of pavement to traffic before the entire work is completed. The County shall not be liable for any damages suffered by any Contractor by reason of another Contractor's failure to comply with the directions of the Construction Administrator, or by reason of another Contractor's default in performance or by any act or failure to act of any Utility Owner or anyone working on its behalf, it being understood that the County does not guarantee the responsibility or continued efficiency of any Contractor or Utility Owner and under no circumstances shall the County be liable to any Contractor or Utility Owner for any delays, interferences or any other impediment or hindrance to the Contractor's or Utility Owner's work .

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Should the Contractor sustain any damage through any act or omission of any other contractor having a Contract with the County for the performance of work upon the site or of work which may be necessary to be performed for the proper prosecution of the work to be performed hereunder, or through any act or omission of a supplier or subcontractor of whatever tier of such contractor, the Contractor shall have no claim against the County for such damage, but shall have a right to recover such damage from the other contractor under the provision similar to the following provision that has been or will be inserted in the Contracts with such other contractors.

Should any other Contractor having or who shall hereafter have a Contract with the County for the performance of work upon the site sustain any damage through any act or omission of the Contractor hereunder or through the act or omission of any subcontractor of whatever tier of the Contractor, the Contractor agrees to reimburse such other Contractor for all such damages and to defend at his own expense any suit based upon such claim and if any judgment or claims against the County shall be allowed the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses, including attorney's fees, incurred by the County in connection therewith and to indemnify and hold the County harmless from all such claims.

The County's right to indemnification hereunder shall not be diminished or waived by its assessment against the Contractor of liquidated damages as may be provided elsewhere herein.

Delays in availability of any part of the site or any delays due to interference between the several Contractors and the Utility Owners shall be compensated for by the Construction Administrator solely through granting an extension of time in which to complete the work of the contract without assessment of Engineering charges. The Contractor in submitting its bid hereby agrees that it shall make no other claim against the County for any damages due to such delays or interference.

5. PROPER METHOD OF WORK AND PROPER MATERIALS

The Construction Administrator shall have the power in general to direct the order and sequence of the work, which will be such as to permit the entire work under this contract to be begun and to proceed as rapidly as possible, and such as to bring the several parts of the work to a successful completion at about the same time.

If at any time before the commencement or during the progress of the work the materials and appliances used or to be used appear to the Construction Administrator as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character, and the Contractor shall promptly conform to such order; but the failure of the Construction Administrator to demand any increase of such efficiency or improvement shall not release the Contractor from its obligation to secure the quality of work or the rate of progress specified.

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6. CONTROL OF AREA

Unloading of materials and parking of equipment shall be subject to the orders of the Construction Administrator so far as he may find necessary for the protection and safety of the traveling public and the preservation of property.

7. PERMITS, FEES, ETC.

The County will obtain at its sole cost the necessary New York State Pollutant Discharge Elimination System ("SPDES") Permit and will sign the associated Notice of Intent ("NOI"). The Contractor and its subcontractors will sign the required Certification Statement (a copy of which is contained as Proposal Page) when it signs the contract.

All necessary permits from County, State or other concerned Public Authorities shall be secured at the cost and expense of the Contractor. It shall also give all notices required by law, ordinance, or the rules and regulations of the concerned Public Bureaus or Departments, and also as a part of the Contract, comply without extra charge or compensation with all State Laws and all other Ordinances or Regulations that may be applicable to this work. Contractor, however, shall first notify the Commissioner before proceeding with securing of all necessary permits and the giving of required notices.

8. TRAFFIC

The General Contractor shall be responsible for the Maintenance and Protection of traffic at all times until the date of completion and acceptance of its work.

During the whole course of the work the Contractor shall so conduct its work and operations so as to interfere with traffic passing the work as little as possible and effect by every reasonable means the safety and comfort of pedestrians, vehicles and vehicle passengers passing the work.

9. INSPECTION

The Contractor shall at all times provide convenient access and safe and proper facilities for the inspection of all parts of the work. No work, except such shop work as may be so permitted, shall be done except in the presence of the Construction Administrator or his/her assistants. No material of any kind shall be used upon the work until it has been inspected and accepted by the Construction Administrator. All materials rejected shall be immediately removed from the work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once, regardless of previous inspection. The inspection and supervision of the work by the Construction Administrator is intended to aid the Contractor in supplying labor and materials in accordance with the specifications, but such inspection shall not operate to release the Contractor from any of its contract obligations.

10. STOPPING WORK

The Commissioner, Construction Administrator or Engineer may stop by written order any work or any part of the work under this contract if, in his/her opinion, the methods employed

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or conditions are such that unsatisfactory work might result. When work is so stopped it shall not be resumed until the methods or conditions are revised to the satisfaction of the Commissioner, which must be signified in writing. The Contractor agrees to make no claim for increased costs arising from the issuance of any stop work order.

11. DIMENSIONS

Figured dimensions on the plans shall be given preference over scaled dimensions, but shall be checked by the Contractor before starting construction. Any errors, omissions or discrepancies shall be brought to the attention of the Engineer and his/her decision thereon shall be final.

12. PAYMENTS TO COUNTY

Wherever in the Contract Documents the Contractor is required to make a payment to the County, the Contractor agrees that the County has the option to withhold such sum(s) from payments otherwise due to the Contractor and that all such sums withheld shall be deemed not to be earned by the Contractor.

13. PROTECTION OF UTILITIES AND STRUCTURES

The Contractor shall be responsible for the preservation of all public and private underground and surface utilities/structures at or adjacent to the construction work; insofar as they may be endangered by the work. This shall hold true whether or not they are shown on the contract drawings. If they are shown on the drawings, the County does not guarantee their locations even though the information will be from the best available sources.

The Contractor shall give ample and reasonable notice to all private, corporate or municipal owners before work is done near their utility or structure; shall properly protect all utilities/structures encountered; shall at their expense repair/replace any items that are damaged; and shall proceed with caution to prevent undue interruptions to utility services.

Investigation and/or on-site mark-out, by the County, must be done prior to excavation work at the Valhalla Campus. This investigation/mark-out is to serve as a guide for the Contractor and does not absolve the Contractor from the responsibility to repair/replace identified or non-identified utilities/structures, at no cost to the County.

All excavation work performed at the Valhalla Campus requires the submission of a completed "Ground Penetration" form/sketch(es) will be distributed to the appropriate utility owners. Therefore, the Contractor should assume that no excavation work can be performed until approximately twenty (20) working days after submission of the form/sketch(es), but not prior to approval by the DPW-BO Superintendent of Buildings.

14. PROTECTION OF WATER RESOURCES & THE ENVIRONMENT

The Contractor is responsible to review the specifications and drawings as they relate to this Agreement to ascertain what procedures must be followed in order to comply with all applicable stormwater management, water quality control, erosion, and sediment control

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laws, rules, regulations and permits. If the Contractor is of the opinion that any work required, necessitated, or contained in the specifications or otherwise ordered conflicts with the applicable stormwater management, water quality control, erosion, and sediment control laws, rules, regulations, procedures, and permits, including, without limitation, all applicable provisions of the New York State Stormwater Management Design Manual, and the New York Standards and Specifications for Erosion and Sediment Control as they may be amended from time to time, it must promptly notify the First Deputy Commissioner of the Department of Public Works in writing.

In addition to all other requirements contained in this Agreement, the Contractor recognizes and understands that it is an essential element of this Agreement that the Contractor complies with the County's policies to protect water resources and the environment. The Contractor must comply with all applicable stormwater management, water quality control, erosion, and sediment control laws, rules, regulations, permits, procedures and specifications, including, without limitation, all applicable provisions of the New York State Stormwater Management Design Manual,¹ the New York Standards and Specifications for Erosion and Sediment Control as they may be amended from time to time. All of these documents should be obtained from the New York State Department of Environmental Conservation to ensure that the Contractor has the latest version. It should be noted that the standards set forth in the New York State Stormwater Management Design Manual, and the New York Standards and Specifications for Erosion and Sediment Control apply to ALL work done for the County, regardless of the size of the project. In case of a conflict among the governmental regulations and standards, the most stringent regulation, standard or recommendation shall apply to the work done under this Agreement.

The Contractor and its subcontractors shall execute the required Stormwater Pollution Prevention Certification, which is located at Proposal Page 20. In addition, the Contractor acknowledges that if the work required under this Agreement requires that a State Pollutant Discharge Elimination System ("SPDES") permit be obtained from the New York State Department of Environmental Conservation, then the Contractor must comply with the terms and conditions of the SPDES permit for stormwater discharges from construction activities and the Contractor will not take any action or fail to take any necessary action that will result in the County being held to be in violation of said permit or any other permit. The Contractor shall cooperate with the County in obtaining the permit and comply with the SPDES permit and all other applicable laws, rules, regulations and permits.

The Contractor shall provide, as the Commissioner or his designee may request, proof of compliance with the County's policies to protect water resources and the environment, and all applicable stormwater management, water quality control, erosion and sediment control laws, rules, regulations, permits, procedures and specifications.

The Contractor is responsible to ascertain which of the laws, rules, regulations, permits and standards referenced above affect its construction activities, and the Contractor shall be solely responsible for all costs and expenses, including any penalties or fines, incurred by the County, due to the Contractor's failure to comply with such applicable laws, rules,

¹ available at <http://www.dec.state.ny.us/website/dow/swmanual/swmanual.html> - The location of this reference is provided to assist the Contractor; it does not relieve the Contractor from the obligation of obtaining and complying with the latest version of the document.

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permits, regulations, standards and County policies. The Contractor shall be responsible to defend and indemnify the County from any and all claims resulting from the Contractor's failure to comply with the applicable laws, rules, regulations, permits, standards and County policies.

Failure of the Contractor to comply with the County's policies to protect water resources and the environment, and all applicable stormwater management, water quality control, erosion and sediment control laws, rules, regulations, permits, procedures and specifications may result in the withholding of progress payments to the Contractor by the County. Such withholding of progress payments shall not relieve the Contractor of any requirements of the Agreement including the completion of the work within the specified time, and any construction sequence requirement of the Agreement.

The Contractor acknowledges that its failure to comply with the County's policies to protect water resources and the environment, and all applicable stormwater management, water quality control, erosion and sediment control laws, rules, regulations, permits, procedures and specifications shall constitute a material breach under this contract. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled, the County shall have the right, in its sole discretion to suspend, discontinue or terminate this Agreement immediately upon notice to the Contractor. In such event, the Contractor shall be liable to the County for any additional costs incurred by the County in the completion of the project.

The failure of the Contractor to comply with these requirements could lead to a determination that the Contractor is not a responsible bidder when the Contractor is bidding on other projects.

15. SANITARY REGULATIONS

The Contractor shall obey and enforce such sanitary regulations and orders and shall take such precautions against infectious diseases as may be deemed necessary. The building of shanties or other structures for housing the men, tools, machinery or supplies will be permitted only at approved places, and the sanitary condition of the grounds in and at such shanties or other structures must be at all times maintained in a satisfactory manner.

16. CLEANING UP

Upon completion of the work, the Contractor shall remove all equipment, rubbish, debris and surplus materials from the buildings, and grounds, and provide a suitable dumping place for such materials. The premises shall be left in a neat, clean and acceptable condition.

No litter, debris of any kind shall be allowed to accumulate for more than one day in any portion of the buildings or grounds, and must be removed from the area at the end of each workday.

17. PREVENTION OF DUST HAZARD

In accordance with the New York State Labor Law, Section 22a, in the event a silica or other harmful dust hazard is created due to construction operations under the contract, the Contractor shall install, maintain and keep in effective operation the appliances and methods

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for the elimination of such silica dust or other harmful dust as have been recommended and approved by State and local authorities.

18. REPRESENTATIVE ALWAYS PRESENT

The Contractor in case of its absence from the work shall have a competent representative **fluent in English** or foreman present, who shall obey without delay, all instructions of the Construction Administrator in the prosecution and completion of the work in conformity with this contract, and shall have full authority to supply labor and material immediately.

19. WORK IN BAD WEATHER

During freezing, stormy or inclement weather, no work shall be done except such as can be done satisfactorily and in a manner to secure first-class construction throughout.

20. PROTECTION OF WORK UNTIL COMPLETION

The Contractor shall be responsible for the protection and maintenance of its work until the same has been accepted by the Owner and shall make good any damage to the work caused by floods, storms, settlements, accidents, or acts of negligence by its employees or others so that the complete work when turned over to the Owner will be in first-class condition and in accordance with the plans and specifications.

21. REMOVAL OF TEMPORARY STRUCTURES AND CLEANING UP

On or before the completion of the work the Contractor shall, without charge therefore, tear down and remove all buildings and other structures built by him for facilitating the carrying out of the work, shall remove all rubbish of all kinds from the grounds which he has occupied, shall do any small amount of additional trimming and grading and shall leave the entire work and premises clean, neat and in good condition. The Contractor shall provide at its own expense suitable dumping places for such material. When the necessity for protecting traffic ends, the Contractor shall remove all signs, lighting devices, barricades and temporary railings from the site of the work.

22. GROSS LOADS HAULED ON HIGHWAY

The Contractor shall at no time during the construction of this contract, haul gross loads exceeding the legal limit prescribed by the Highway Law over the highways of access to, or the highway included in this contract.

23. CONCRETE BATCH PROPORTIONS - YIELD

No Construction Administrator or Engineer is authorized to instruct or inform the Contractor, or any of its agents or employees, or its concrete supplier as to the weights of the ingredients to be used to produce a cubic yard of concrete or as to the yield to be used to produce a cubic yard of concrete or as to the yield to be expected from any batch. The Contractor shall make its own determination and give its own instructions to its agents, employees and concrete supplier as to the total quantity of ingredients to be purchased as a

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cubic yard of concrete. The right is reserved to the Construction Administrator and Engineer, however, to verify yields after batch weights have been established by the Contractor and to order a reduction in total weight per load in the event his/her calculations show that the rated capacity of truck mixers, if approved for use, will be exceeded.

24. DAMAGE DUE TO CONTRACTOR'S OPERATIONS

In the event that damage is caused to structures, surfacing, pavement, shrubbery, trees or to grassed areas through trucking operations, delivery of materials, the actual performance of the work, or other causes, the Contractor shall fully restore the same to their original condition at its own expense. In the event that more than one contractor causes damages to any one area, the Director of Project Management will apportion the amount of repair work to be done by each contractor. The decision of the Director of Project Management shall be final and binding upon the Contractor(s) and may not be challenged except pursuant to a proceeding brought pursuant to Article 78 of the Civil Practice Law and Rules.

25. PROPERTY DAMAGE

The Contractor shall not enter upon nor make use of any private property along the line of work except when written permission is secured from the owner of that property. In case of any damage or injury done along the line of work in consequence of any act or omission on the part of the Contractor, or any one in its employ, in carrying out the contract, the Contractor shall at its own expense restore the same or make repairs as are necessary in consequence thereof in a manner satisfactory to the owner of the affected property; provided, however, that the obligation thus assumed by the Contractor shall not inure directly or indirectly to the benefit of any insurer of physical damage to property or loss of use, rents or profits of property regardless of whether the insurer has actually paid the claim or made only a loan to its insured, nor to the latter if it shall waive or abandon any claim against its insurer or insurers.

In case of failure on the part of the Contractor to restore or repair such property in a manner satisfactory to the owner of the affected property, the party of the first part may upon forty-eight hours notice to the Contractor proceed with such restoration or repair. The expense of such restoration or repair shall be deducted from any monies, which are due or may become due the Contractor under its contract. The Construction Administrator shall be the sole judge as to what constitutes failure to restore or repair as above stated and service of notice by mail addressed to the Contractor at the address stated in the proposal shall be sufficient.

26. CLAIMS FOR DAMAGES

The Contractor agrees that it will make no claim against the County or any of its representatives for damages for delay, interference or disruption of any kind in the performance of its Contract and further agrees that any such claim arising from acts or failure to act of the County or any of its representatives shall be fully and exclusively compensated for by an extension of time to complete the performance of the work as provided herein.

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27. EXTENSIONS OF TIME

An extension or extensions of time may be granted only by the Commissioner and only upon a verified application therefore by the Contractor. Each application for an extension of time must set forth in detail the nature of each cause of delay in the completion of the work, the date upon which each such cause of delay began and ended, and the number of days attributable to each of such causes. If the schedule for this project is based upon the Critical Path Method, the Contractor must also demonstrate that the delay for which an extension of time is sought occurred on the critical path. A formal written notice of the Contractor's intent to apply for an extension of time must be submitted to the Commissioner within seven (7) calendar days of the start of the alleged delay. The formal application for the extension of time must be submitted to the Commissioner no later than ten (10) calendar days after the end of the delay, but in no event later than the Contractor's submittal of its application for its substantial completion payment. The failure of the Contractor to timely submit either its formal written notice of its intent to apply for an extension of time or the application thereof shall be deemed a waiver of any entitlement to any extension of time.

The Contractor shall be entitled to an extension of time for delay in completion of the work caused solely (1) by the acts or omissions of the County, its officers, agents or employees; or (2) by the acts or omissions of other Contractors on this project; or (3) by supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, Acts of God, excessive inclement weather, war, or any other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the Contractor).

The Contractor shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the Engineer or Commissioner. If one of multiple causes of delay operating concurrently results from any act or omission of the Contractor or of its subcontractors of whatever tier, and would of itself (irrespective of concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such act or omission and the Contractor shall re-arrange his Progress Schedule and operations so as to complete the Work within the time set forth in the Contract and minimize the impact of the Work on the other Prime Contractors.

The determination made by the Commissioner or Engineer on an application for an extension of time shall be binding and conclusive on the Contractor and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules.

Permitting the Contractor to continue with the work after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the Contractor after such time, shall not operate as waiver on the part of the County of any of its rights or remedies under this contract nor shall it relieve the Contractor from his obligation under the Contract, including without limitations its liability to the County for liquidated damages, engineering costs, delays, damages, and/or costs incurred by the County.

If the Commissioner deems it advisable and expedient to have the Contractor complete and furnish the Work after the expiration of the time of Completion of Work (see "Required

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Time For Completion Of The Work” of the General Requirements) and in order that the County’s fiscal officers may be permitted to make payment to the Contractor for Work performed beyond that date, the Commissioner may extend the Contract solely for the purpose of enabling the Contractor to be paid for Work performed. This extension shall in no way relieve the Contractor from his obligation under the Contract, including without limitations its liability to the County for liquidated damages, engineering costs, delays, damages, attorney’s fees and/or costs incurred by the County, nor shall such extension of time be asserted by the Contractor in any action or proceeding as evidence that it completed its work in a timely manner.

The time necessary for review by the Engineer of all submittals including vendors, shop drawings, substitutions, etc., and delays incurred by normal seasonal and weather conditions should be anticipated and is neither compensatory nor eligible for Extensions of Time.

When the Work embraced in the Contract is not completed on or before the date specified herein, engineering and inspection expenses incurred by the County of Westchester upon the Work from the completion date originally fixed in the Contract to the final date of completion of the Work may be charged to the Contract and be deducted from the final monies due the Contractor.

28. REQUEST FOR APPROVAL OF EQUAL

A. GENERAL REQUIREMENTS

Wherever in the Contract Documents an article, material, apparatus, product or process is called for by trade name or catalog reference, or by the name of the patentee, manufacturer or dealer, it is understood that it constitutes the standard requirement to meet the contract specifications. Where two or more articles, materials, apparatus, products or processes are listed as acceptable by reference to trade name or otherwise, the choice of these will be optional to the bidder.

Bidders may base their bid on one of the specified items, or they may base their bid on an “equal”. However, the bidder should be aware that the County makes the final determination as to what constitutes an equal.

If the Engineer shall reject the proposed equal as not being the equal of that specifically named in the contract, the successful bidder (Contractor) shall immediately proceed to furnish the designated article, material, apparatus, product or process as specified or an approved equal without additional cost or time delay to the County.

B. REVIEW PROCESS

- 1) Within fifteen (15) days from the Notice to Proceed, requests for approval of equals must be proposed to the Commissioner on the “Request For Approval Of Equal” form of the Sample Forms. This Period for submitting requests will be strictly enforced. Such requests shall conform to the requirements of this Article.
- 2) Requests for approval of equals will be received and considered from Prime Contractors only and not from manufacturers, suppliers, Subcontractors, or other third parties.
- 3) If the materials and equipment submitted are offered as equals to the Contract

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Documents the Contractor shall advise the County and the Engineer of the requested equal and comply with the requirements hereinafter specified in this Article.

- 4) Where the acceptability of an equal is conditioned upon a record of satisfactory operation and the proposed equal does not fulfill this requirement, the Engineer, at his/her sole discretion, may accept the equal if the Contractor provides a bond or cash deposit which guarantees replacement at no cost to the County for any failure occurring within the specified time. The equal item must meet all other technical requirements contained in the Specification.
- 5) The successful bidder shall furnish such information as required by the Engineer to demonstrate that the equal article, material, apparatus, product or process is the equal of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purpose for which it is intended. The Contractor shall set forth the reasons for desiring to utilize the proposed equal.
- 6) Contractor shall submit:
 - a. For each proposed request for approved equal sufficient details, complete descriptive literature and performance data together with samples of the materials, where feasible, to enable the Engineer to determine if the proposed request for approved equal is equal, including manufacturer's brand or trade names, model numbers, description of specification of item, performance data, test reports, samples, history of service, and other data as applicable.
 - b. Certified tests, where applicable, by an independent laboratory attesting that the proposed equal is equal.
 - c. A list of installations where the proposed equal equipment or materials is performing under similar conditions as specified.
- 7) Requests for approval of equal after the period set forth in B. REVIEW PROCESS, Paragraph 1, above will not be accepted for evaluation except in case of strikes, discontinuance of manufacturer or other reason deemed valid by the Engineer whereby the specified products or those approved are unattainable. In such case the Contractor shall provide substantial proof that the acceptable products are unavailable.
- 8) Where the approval of an equal requires revision or redesign of any part of Work, including that of other Contracts, all such revision and redesign, and all new drawings and details required therefore, shall be provided by the Contractor at its own cost and expense, and shall be subject to the approval of the Commissioner.
- 9) In the event that the Engineer is required to provide additional engineering services, then the engineer's charges for such additional services shall be promptly paid by the Contractor to the County.
- 10) Any modifications in the Work required under other Contracts to accommodate the changed design will be incorporated in the appropriate Contracts and any resulting increases in Contract prices will be paid by the Contractor who initiated the

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changed design to the County.

- 11) In all cases the Engineer shall be the judge as to whether a proposed equal is to be approved. The Contractor shall abide by his/her decision when proposed equal items are judged to be unacceptable and shall in such instances furnish the item specified or indicated. No equal items shall be used in the Work without written approval of the Engineer.
- 12) In making request for approval of equal, Contractor represents that:
 - a. Contractor has investigated proposed equal, and determined that it is equal to or superior in all respects to the product, manufacturer or method specified.
 - b. Contractor will provide the same or better warranties or bonds for proposed equal as for product, manufacturer or method specified.
 - c. Contractor waives all claims for additional costs or extension of time related to proposed equal that subsequently may become apparent.
 - d. Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Engineer in considering an equal proposed by the Contractor or by reason of refusal of the Engineer to approve an equal proposed by the Contractor. Any delays arising out of consideration, approval, or utilization of an equal shall be the sole responsibility of the Contractor requesting the equal and it shall arrange its operations to make up the time lost.
- 13) Proposed Equal Will Not Be Accepted If:
 - a. Acceptance will require substantial revision of Contract Documents.
 - b. They will change design concepts or Technical Specifications.
 - c. They will delay completion of the Work, or the Work of other Contractors.
 - d. They are indicated or implied on a Shop Drawing and are not accompanied by a formal request for approval of equal from Contractor.
- 14) Only those products originally specified and/or added by approved requests for equals submitted in accordance with the preceding paragraphs may be used in the Work. Whenever requests for equals are approved, it shall be understood that such approval is conditional upon strict conformance with all requirements of the Contract and further subject to the following:
 - a. Any material or article submitted for approval in accordance with the above procedure must be equal, in the sole opinion of the Engineer, to the material or article specified. It must be readily available in sufficient quantity to prevent delay of any Work; it must be available in an equivalent color, texture, dimension, gauge, type and finish as to the item or article specified; it must be equal to the specified item in strength, durability, efficiency, serviceability, compatibility with existing systems, ease and cost of maintenance; it must be compatible with the design and not necessitate substantial design modifications; it must be equal in warranties and guarantees; its use must not impose substantial additional Work, or require substantial changes in the Work of any

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other Contractor. Availability of spare parts shall be assured for the useful life of the Project.

- b. The Engineer reserves the right to disapprove, for aesthetic reasons, any material or equipment on the basis of design or color considerations alone, without prejudice to the quality of the material or equipment, if the manufacturer cannot meet the required colors or design.
 - c. All requests for approval of equals of materials or other changes from the contract requirements shall be accompanied by an itemized list of all other items affected. The Engineer shall have the right, if such is not done, to rescind any approvals for equals or changes and to order such Work removed and replaced with Work conforming to the specified requirements of the contract, all at the Contractor's expense, or to assess all additional costs resulting from the equal to the Contractor.
- 15) Approval of an equal will not relieve Contractor from the requirement to submit Shop Drawings or any of the provisions of the Contract Documents.
- 16) In the event that the Engineer is required to provide additional engineering services as a result of a request for approval of an equal of materials or equipment which are not "or equal" by the Contractor, or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or as a result of Contractor's errors, omissions or failure to conform to the requirements of the Contract Documents or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, or for evaluation of deviations from Contract Documents, then the Engineer's charges in connection with such additional services shall be paid by the Contractor to the County.
- 17) The Contractor shall respond to required submittals with complete information and with a degree of accuracy to achieve approvals within three (3) submissions. All costs to the Engineer involved with subsequent submissions requiring approval, will be paid by the Contractor to the County.

29. SUBSTITUTION

- A. Should the Contractor desire to substitute other articles, materials, apparatus, products or processes than those specified or approved as equal, the Contractor shall apply to the Engineer in writing for approval of such substitution. It should be noted that the bid shall not be based on a substituted article, material, apparatus, product or process. With the application shall be furnished such information as required by the Engineer to demonstrate that the article, material, apparatus, product or process he wishes to use is the equivalent of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purpose for which it is intended. The Contractor shall set forth the reasons for desiring to make the substitution and shall further state what difference, if any, will be made in the construction schedule and the contract price for such substitution should it be accepted; it being the intent hereunder that any savings shall accrue to the benefit of the County.

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- B. If the Engineer shall reject any such desired substitution as not being the equivalent of that specifically named in the contract, or if it shall determine that the adjustment in price in favor of the County is insufficient, the Contractor shall immediately proceed to furnish the designated article, material, apparatus, product or process.
- C. Request for substitutes must be proposed to the Commissioner on the "Request For Approval Of Substitution" form of the Sample Forms. Such requests shall conform to the requirements of this Article.
- D. Requests for substitutions shall include full information concerning differences in cost, and any savings in cost resulting from such substitutions shall be passed on to the County.
- E. Requests for utilization of substitutes will be reviewed during the course of the project. The impact on the project and the timeliness of submission will be of key consideration.
- F. The approval of utilization of a substitute is subject to the sole and final discretion of the Engineer.
- G. REVIEW PROCESS
 - 1) Requests for approval of substitutions will be received and considered from Prime Contractors only and not from manufacturers, suppliers, Subcontractors, or other third parties.
 - 2) If the materials and equipment submitted are offered as substitutions to the Contract Documents or approved equal the Contractor shall advise the County and the Engineer of the requested substitutions and comply with the requirements hereinafter specified in this Article.
 - 3) Where the acceptability of substitution is conditioned upon a record of satisfactory operation and the proposed substitution does not fulfill this requirement, the Engineer, at his/her sole discretion, may accept the substitution if the Contractor provides a bond or cash deposit which guarantees replacement at no cost to the County for any failure occurring within the specified time. The substitution item must meet all other technical requirements contained in the Specification.
 - 4) The Contractor shall furnish such information as required by the Engineer to demonstrate that the equal article, material, apparatus, product or process is the equivalent of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purpose for which it is intended and/or that it offers substantial benefits to the County in saving of time and/or cost. The Contractor shall set forth the reasons for desiring to make this substitution.
 - 5) Contractor shall submit:
 - a. For each proposed request for approved substitute sufficient details, complete descriptive literature and performance data together with samples of the materials, where feasible, to enable the Engineer to determine if the proposed request for approval should be granted, including manufacturer's brand or trade names, model numbers, description of specification of item, performance data, test reports, samples, history of service, and other data as applicable.

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- b. Certified tests, where applicable, by an independent laboratory attesting to the performance of the substitute.
 - c. A list of installations where the proposed substitute equipment or materials is performing under similar conditions as specified.
- 6) Where the approval of a substitute requires revision or redesign of any part of Work, including that of other Contracts, all such revision and redesign, and all new drawings and details required therefore, shall be provided by the Contractor at its own cost and expense, and shall be subject to the approval of the Engineer.
- 7) In the event that the Engineer is required to provide additional engineering services, then the engineer's charges for such additional services shall be paid by the Contractor to the County.
- 8) Any modifications in the Work required under other contracts to accommodate the changed design will be incorporated in the appropriate contracts and any resulting increases in contract prices will be charged to the Contractor by the County who initiated the changed design.
- 9) In all cases the Engineer shall be the judge as to whether a proposed substitute is to be approved. The Contractor shall be bound by his/her decision. No substitute items shall be used in the Work without written approval of the Engineer.
- 10) In making request for approval of substitute, Contractor represents that:
- a. Contractor has investigated proposed substitute, and determined that it is equal to or superior in all respects to the product, manufacturer or method specified or offers other specified advantages to the County.
 - b. Contractor will provide the same or better warranties or bonds for proposed substitute as for product, manufacturer or method specified.
 - c. Contractor waives all claims for additional costs or extension of time related to proposed substitute that subsequently may become apparent.
 - d. Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Engineer in considering a substitute proposed by the Contractor or by reason of failure of the Engineer to approve a substitute proposed by the Contractor. Any delays arising out of consideration, approval, or utilization of a substitute shall be the sole responsibility of the Contractor requesting the substitute and it shall arrange its operations to make up the time lost.
- 11) Proposed substitute will not be accepted if:
- a. Acceptance will require substantial revision of Contract Documents.
 - b. They will substantially change design concepts or Technical Specifications.
 - c. They will delay completion of the Work, or the Work of other Contractors.
 - d. They are indicated or implied on a Shop Drawing and are not accompanied by a formal request for approval of substitute from Contractor.
- 12) The Engineer reserves the right to disapprove, for aesthetic reasons, any material or

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equipment on the basis of design or color considerations alone, without prejudice to the quality of the material or equipment, if the manufacturer cannot meet the required colors or design.

- 13) All requests for approval of substitutes of materials or other changes from the contract requirements, shall be accompanied by an itemized list of all other items affected by such substitution or change. The Engineer shall have the right, if such is not done, to rescind any approvals for substitutions and to order such Work removed and replaced with Work conforming to the specified requirements of the contract, all at the Contractor's expense, or to assess all additional costs resulting from the substitution to the Contractor.
- 14) Approval of a substitute will not relieve Contractor from the requirement to submit Shop Drawings or any of the provisions of the Contract Documents.
- 15) In the event that the Engineer is required to provide additional engineering services as a result of a request for approval of a substitute results in changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or as a result of Contractor's errors, omissions or failure to conform to the requirements of the Contract Documents or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, or for evaluation of deviations from Contract Documents, then the Engineer's charges in connection with such additional services shall be paid by the Contractor.
- 16) Structural design shown on the Drawing is based upon the configuration of and maximum loading for major items of equipment as indicated on the Drawings and as specified. If the substituted equipment furnished differs from said features, the Contractor shall pay to the County all costs of redesign and for any construction changes required to accommodate the equipment furnished, including the Engineer's charges in connection therewith.
- 17) The Contractor shall respond to required submittals with complete information and with a degree of accuracy to achieve approvals within two (2) submissions. All costs to the Engineer involved with subsequent submissions of Shop Drawings, Samples or other items requiring approval, will be paid by the Contractor to the County, by deducting such costs from payments due for Work completed. In the event an approved item is requested by the Contractor to be changed or substituted for, all costs involved in the reviewing and approval process will likewise be backcharged to the Contractor unless determined by the Engineer that the need for such substitution and/or deviation from Contract Documents is beyond the control of the Contractor.

30. EXTRA WORK: INCREASED COMPENSATION/DECREASED WORK: CREDIT TO THE OWNER

The Director of Project Management may, at any time, by a written order, and without notice to the sureties, require the performance of Extra Work or require or approve changes in the work, or Decreased Work ("work" to include but not be limited to specified methods of performing work) as he may deem necessary or desirable. The amount of compensation

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to be paid to the Contractor for any Extra Work, as so ordered, or credit to the Owner for such decreased work, as so ordered or approved, shall be determined as follows:

- 1) **First:** By such applicable unit prices, if any, as set forth in the Contract; or
- 2) **Second:** If no such prices are so set forth, then by unit prices or by a lump sum, or sums, mutually agreed upon by the Director of Project Management and the Contractor; or
- 3) **Third:** If, in the opinion of the Director of Project Management, the aforesaid unit prices, under "First" above, are not applicable, or if the two parties hereto cannot reach agreement as to new unit prices or a lump sum, or sums, under "Second" above, then by the actual net cost in money to the Contractor of the materials and of the wages of applied labor (including cost of supplements provided and premiums for Workmen's Compensation Insurance, FICA, and Federal and State Unemployment Insurance) required for such Extra Work, plus twenty (20%) percent as compensation for all items of profit and costs or expenses including administration, overhead, superintendence, insurance (other than those specifically noted above) materials used in temporary structures, allowances made by the Contractor to subcontractors, including those made for overhead and profit, additional premiums upon the performance bond of the Contractor and the use of small tools and any and all other costs and expenses not enumerated above, plus such rental for plant and equipment (other than small tools) required and approved for such extra work. Where extra work is performed by a Subcontractor, the twenty percent stipulated above shall be divided between the Contractor and the Subcontractor as per their contractual agreement, or if not defined therein, then as the Contractor sees fit.

Rental rates for any power operated machinery, trucks or equipment, which it may be found necessary to use as in "Third" above, shall be reasonable and shall be based on those prevailing in the area of the County where such work is to be done, and they shall be agreed upon in writing before the work is begun.

In no case shall the rental rates submitted exceed the rates set up in the current edition of "Equipment Watch" plus the cost of fuel and lubricants.

These rates shall include all repairs, fuel, lubricants, applicable taxes, insurance, depreciation, storage and all attachments complete, ready to operate, but excluding operators. Operators shall be paid as stated here in above for labor.

For equipment, which is already on the project, the rental period shall start when ordered to work by the Construction Administrator, and shall continue until ordered to discontinue by him. The minimum payment for any one rental period shall be four hours, unless otherwise agreed upon between the Construction Administrator and the Contractor.

For equipment which has to be brought to the project, specifically for use as in "Third" above, the County will pay all loading and unloading costs, also all transportation costs will not be paid, if the equipment is used for work other than in "Third" above while on the project. The rental period shall begin at the time the equipment has been unloaded on the

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project, and shall end on and include the day the order to discontinue the use of the equipment as in "Third" above is given to the Contractor by the Construction Administrator.

The daily rate shall apply for rental periods of four calendar days or less, the weekly rate shall apply for rental periods of more than four and not exceeding twenty-one calendar days, and the monthly rate shall apply for rental periods in excess of twenty-one calendar days. For fractional periods above the full unit rental period (day, week, month) reimbursement shall be proportioned on the basis of the applicable rental period. (Day-8 hrs.; Week-7 calendar days; Month-30 calendar days).

No percentage shall be added to the amounts of equipment rental prices agreed upon, but the price agreed upon shall be the total compensation allowed for the use of such equipment.

The provisions hereof shall not affect the power of the Contractor to act in case of emergency.

31. DISPUTED WORK - NOTICE OF CLAIMS FOR DAMAGES

If the Contractor is of the opinion that any work required, necessitated, or ordered violates or conflicts with or is not required by the terms and provisions of this Contract, it must promptly, within five (5) calendar days after being directed to perform such work, notify the Construction Administrator, in writing, of its contentions with respect thereto and request a final determination thereon. If the Construction Administrator determines that the work in question is contract and not extra work, or that the order complained of is proper, he will direct the Contractor in writing to proceed and the Contractor shall promptly comply. In order, however, to preserve its right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving notice of the Construction Administrator's determination and direction, notify the Construction Administrator, in writing that the work is being performed or that the determination and direction is being complied with, under protest. Failure of the Contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages therefore.

While the Contractor is performing disputed work or complying with a determination or order under protest in accordance with this Article, in each such case the Contractor shall furnish the Construction Administrator daily with three copies of written statements signed by the Contractor's representatives at the site showing:

- 1) the name of each worker employed on such work or engaged in complying with such determination or order, the number of hours employed thereon, and the character of the work each is doing; and
- 2) the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work or compliance with such order, and from whom purchased or rented.

It is expressly agreed that no dispute over the scope of the Contractor's work or any portion thereof shall cause any delay or interruption to the Contractor's work.

In addition to the foregoing statements, the Contractor shall, upon notice from the Board of Acquisition and Contract, produce for examination by the duly appointed representative of

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the Board of Acquisition and Contract, all its books of accounts, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books and canceled checks, showing all of its acts and transactions in connection with or relating to or arising by reason of this contract, and submit itself, its agents, servants and employees for examination under oath by any duly appointed representative designated by the Board of Acquisition and Contract to investigate claims made against the County. Unless the aforesaid statements shall be made and filed within the time aforesaid and the aforesaid records submitted for examination and the Contractor, its agents, servants, and employees submit themselves for examination as aforesaid, the County shall be released from all claims arising under, relating to or by reason of this contract, except for the sums certified by the Construction Administrator to be due and agreed that no person has power to waive any of the foregoing provisions, and that in any action against the County to recover any sum in excess of the sums certified by the Construction Administrator to be due under or by reason of this contract, the Contractor must allege in its complaint and prove, at the trial, strict compliance with the provisions of this article.

Before final acceptance of the work by the County, all matters of dispute must be adjusted to the mutual satisfaction of the parties thereto. Determinations and decisions in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive the money therefore, until the matter in question has been adjusted.

32. CONTRACTOR'S SUBCONTRACTS AND MATERIAL LISTS

Within fifteen (15) days after execution of the Contract, the successful bidder shall submit to the County for approval a list of the subcontractors, materialmen and materials that he/she plans to use in the performance of the work and statements of the work they are to perform. The format and content of the list shall be in accordance with directives from the Construction Administrator. He/sit shall also submit additional information regarding their qualifications as may be later requested by the County. No part of the work may be sublet until after the Contractor has received the County's approval.

The Contractor shall be fully responsible for all acts and omissions of its subcontractors and persons directly or indirectly employed by them, and the County's approval to sublet parts of the work will in no way relieve the Contractor of any of its obligations under the Contract. All dealings of the Construction Administrator with the subcontractors shall be through the Contractor, subcontractors being recognized by the County only as employees of the Contractor.

By executing the Agreement, the Contractor represents that the Contractor shall insert appropriate clauses in all subcontracts to bind the subcontractors to the Contractor by all applicable provisions of the Contract Documents executed between the Contractor and the County, but this shall not be construed as creating any contractual relationships between subcontractors and the County. Prior to approval of the subcontractors, the County has the right to review and recommend changes in the subcontracts. The County reserves the right to reject any subcontractor proposed by the Contractor if in the reasonable opinion of the County such subcontractor lacks the experience, capability or integrity to perform its subcontract work or is otherwise non-responsible.

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By executing the Agreement, the Contractor represents that the Contractor shall insert appropriate clauses in each subcontract that require that if the Contractor is terminated by the County either for default or convenience that at the sole option of the County the subcontract shall automatically attach to the County and the subcontractor shall continue without delay or interruption to fully perform all of the obligations required by its subcontract.

Where the specifications permit the Contractor a choice of different materials or manufactured products, it shall state the choice he has made in making up its bid, with the understanding that all choices must subsequently be approved by the Commissioner, after award of the contract to the successful bidder. If the bidder wishes to propose utilization of materials or manufactured products other than those specified, it shall so state and submit the required information in accordance with Article "Request For Approval Of Equal" of the General Clauses."

33. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, convey or otherwise dispose of the contract or any part of it or any monies due and payable under the contract, without prior written approval of the County. If such approvals are granted by the County, they shall in no way relieve the Contractor or from any obligations under the terms of this Contract.

All documents assigning the contract or any part of it or any monies due and payable under the contract shall contain a clause stating that all monies to be paid the assignee in accordance with the terms of the Contractor's contract with the County, are subject to a prior lien for services rendered or materials and equipment supplied, in favor of all persons, firms or corporations rendering such services or supplying such materials and equipment.

34. PAYMENT FOR GENERAL PROVISIONS

No direct payment will be made for work done or materials furnished in compliance with the General Provisions of the specifications, unless otherwise noted. All compensation to the Contractor for its performance of the requirements of any general provision shall be considered to have been included in the prices he has bid for the individual items if a unit price contract and/or for a lump sum price if a lump sum contract.

In the event the Contractor fails or refuses to proceed with its work and/or correct or repair deficient or defective work then without prejudice to any and all of the County's other rights and remedies, and upon three (3) days notice to Contractor, the County may perform and/or employ any other person or persons to correct and/or repair any or all such work. All costs incurred by the County pertaining thereto shall be paid forthwith by the Contractor to the County.

35. COSTS INCURRED BY COUNTY

Wherever in these Contract Documents the County is entitled to recover costs from the Contractor or charge the Contractor for the costs incurred for the correction, supervision or for any other reason related to the Contractor's work or arising from the Contractor's failure or refusal to proceed with its work in a timely manner, such costs and/or charges shall be

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deemed to include, but not be limited to, the County's costs and fees for inspection(s), engineering, consultant(s) and attorneys.

36. GUARANTEE OF WORK

- A. Except as otherwise specified, all work performed under the Contract shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one year from the guarantee starting date (which shall be defined as the date of the County's approval of the final Certificate for Payment or the date of actual full occupancy of the building, whichever is earlier). The building, section thereof, or item of equipment, shall be occupied or put into actual use by the Owner only after judged completed by the Construction Administrator and Owner and approved by him as ready for occupancy.
- B. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Construction Administrator or Owner is rendered necessary as a result of the materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract, the Contractor shall promptly upon receipt of notice from the Construction Administrator or Owner and without expense to the Construction Administrator or Owner:
 - 1) Place in satisfactory condition, in every particular, all of such guaranteed work, correct all defects thereof, and
 - 2) Make good all damages to the building or site, or equipment or contents thereof, and
 - 3) Make good any work or material, or equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- C. In any case where in fulfilling requirements of the Contract or of any guarantee embraced in or required thereby the Contractor disturbs any work, it shall restore such disturbed work to a condition satisfactory to the Construction Administrator.
- D. If the Contractor, after notice, fails to proceed promptly to comply with terms of its guarantee, the Owner may have the defects corrected and the Contractor shall be liable for all expenses incurred.
- E. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the requirements and term of this article.

37. SEPARATE CONTRACTS

- A. Contractor's attention is specifically directed to the fact that, because of the work of other contracts within and adjacent to the limits of this Contract they may not have exclusive occupancy of the territory within or adjacent to the limits of this Contract.
- B. Contractor's attention is further directed to the fact that, during the life of this Contract the owners and operators of Public Utilities may make changes in their facilities. These changes may be made by the Utility employees or by contract within the limit or adjacent to these contracts and may be both temporary and permanent.

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- C. Contractor shall be required to cooperate with other contractors and the owners of the various utilities, and to coordinate and arrange the sequence of their work to conform to the progressive operations of the work already under contract and to be put under contract.
- D. Contractor shall be responsible for the coordination of the work of their various subcontractors. Their respective operations shall be arranged and conducted so that delays will be avoided. Where the work of a subcontractor overlaps or dovetails with that of other subcontractors, materials shall be delivered and operations conducted so as to carry on the work continuously in an efficient and workmanlike manner. Delays or oversights on the part of Contractor or its subcontractors or utility owners in getting any or all of their work done in the proper way thereby causing cutting, removing and replacing work already in place, shall not be the basis for claim for extra compensation.
- E. In case of interference between the operations of the utility owners and different Contractors, the Construction Administrator will be the sole judge of the rights of each Contractor and the sequence of work necessary to expedite the completion of the entire project, and in all cases the Construction Administrator's decision shall be accepted as final and may not be challenged except in a proceeding brought pursuant to Article 78 of the Civil Practice Law and Rules.

38. COOPERATION WITH OWNER

Each Contractor shall cooperate with the Owner as to parking of vehicles, availability of storage and working areas and confining of activities and personnel to same. **NO PARKING FOR CONTRACTOR'S EMPLOYEES.**

39. JOB MEETINGS & PROJECT SUPERINTENDANT

- A. An officer of the Contractor, or its project manager or superintendent, who is fluent in English and authorized to make binding decision on behalf of the Contractor shall attend job meetings with the Commissioner and/or the Construction Administrator, and any subcontractors whom the Inspector may designate; for the purpose of discussing expedition, execution and coordination of the work.
- B. Job meetings will be scheduled periodically (the first to be prior to commencement of construction) at a time and place designated by the Construction Administrator.
- C. The Contractor shall not commence any work prior to the first (pre-construction) meeting between the Contractor, Commissioner and/or Construction Administrator, client, and other concerned governmental and utility company representatives.
- D. At the pre-construction meeting, the scheduling of the work on an arrow-flow diagram (showing chronologically and in detail the sequence and methods that will be followed) will be provided, and details for the proper execution and special requirements of the work will be explained and discussed.
- E. The Contractor shall be responsible for providing a detailed construction schedule that provides for a Critical Path Method ("CPM") and which is compatible with any of the state of the art CPM Method scheduling software.

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- F. Updated coordinated arrow-flow diagrams or CPM schedules, as the case may be, will be provided by the Contractor, as above, on a monthly basis to the County.

The Contractor shall indicate on the construction schedules noted above, time for shop drawing preparation, approvals, fabrication and delivery of materials and equipment for major items. The County may request that additional important items be included on the schedule.

- G. The Contractors shall ensure that its Project Superintendent shall be on site full time at all times when the Contractor's Work is being performed.

40. PATENT WARRANTY

- A. Contractor expressly represents, warrants and agrees that he has the legal right to furnish and install and to authorize the County to purchase and use the equipment hereby offered and each and every one of its several parts and every feature thereof, under one or the other, or partly under one and partly under the other of the following representations.
- 1) That the Contractor possesses a valid patent(s) covering the equipment to be furnished hereunder or part or features thereof or has or will obtain permit(s) and license(s) authorizing the Contractor to furnish and install same and to authorize the purchase and use thereof by the County.
 - 2) The Contractor is responsible before ordering material, equipment, parts, systems, etc, to verify that the suppliers of all such material, equipment, parts, systems, etc, will supply the required warranty, guarantee, O & P manual, and maintenance service schedule.
 - 3) That the equipment offered or certain parts or features thereof are not covered by any valid patent(s) within the knowledge of the Contractor.
- B. Contractor further warrants and agrees that if any patent(s) is hereafter issued to any person whatsoever with respect to the equipment or any part or features thereof, to be furnished and installed hereunder, the Contractor will obtain such permit(s) or license(s) from the Patentee as may be necessary to authorize the use of the equipment by the County.
- C. Contractor further represents, warrants and agrees that he and its sureties shall hold themselves responsible for and defend any claims made against the County for any infringement of patents due to the purchase and use by the County of said equipment or any part or feature thereof; that they will indemnify and save harmless the County from all costs, expenses and damages which it shall be obliged to pay by reason of any such infringement of patent(s); that in case the use of any such equipment is enjoined, they will bear the expenses of removing same and replacing same with equipment which will satisfactorily perform the function without constituting an infringement of any patent(s); and in case the use of any equipment shall be enjoined, that they shall pay to the County the sum of \$1,000.00 per day, as liquidated damages, for each and every day during which the County shall be enjoined from using the same up to the day on which such

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equipment is replaced by other equipment which will satisfactorily perform the same function but which will not constitute an infringement of any other patent(s).

- D. The Contractor further agrees in the event the use of any of the equipment is enjoined and the Contractor is unable within a reasonable time to devise other equipment which will satisfactorily perform the same functions without infringement on any patent(s), that he will remove the equipment and refund to the County the entire cost of its purchase and installation, plus the sum of \$ 1,000.00 per day as liquidated damages for each and every day until the substitute equipment has been purchased and installed by the County, excepting however that such period shall not exceed three months.
- E. The Contractor further agrees in the event that any claim or notice of claim for infringement of patent(s) are made or filed prior to the making of payment by the County for the equipment and/or material proposed to be furnished and installed hereunder, that the County may withhold any sum due to the Contractor for such equipment and/or material until such claims shall have been settled or adjudicated or until additional surety bonds or other guarantees of indemnification shall have been posted, if deemed necessary by the County for its protection.

41. MATERIALS

A. Quality

- 1) It is the intent of these Specifications to describe definitely and fully the character of materials and workmanship required with regard to all ordinary conditions of the work and to require first-class work and new and best quality materials in all particulars. For unexpected conditions arising during the progress of the work and not fully covered herein, the Specifications shall be interpreted by the Construction Administrator to require first-class work and materials and such interpretations shall be accepted by the Contractor.
- 2) The Contractor is responsible before ordering material, equipment, parts, systems, etc, to verify that the suppliers of all such material, equipment, parts, systems, etc, will supply the required warranty, guarantee, O & P manual, and maintenance service schedule.
- 3) Where materials or devices are specified in these documents by reference to government, manufacturer's association, or professional society standards, the pertinent sections of the latest edition of such standards shall have the same force and effect as if set forth in full in these Specifications. The following abbreviations shall be used as indicated for the principal societies:

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| AASHO | American Association of State Highway Officials |
| ACI | American Concrete Institute |
| AIA | American Institute of Architects |
| AISC | American Institute of Steel Construction |
| ANSI | American National Standards Institute |

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| ASHRAE | American Society of Heating, Refrigerating, and Air Conditioning Engineers |
| ASTM | American Society for Testing and Materials |
| AWWA | American Water Works Association |
| AWI | American Woodworking Institute |
| AWS | American Welding Society |
| BHMA | Builders Hardware Manufacturers Association |
| CS | Commercial Standards |
| FS | Federal Specifications |
| IEEE | Institute of Electrical and Electronic Engineers |
| NEC | National Electric Code |
| NEMA | National Electrical Manufacturer's Association |
| NFPA | National Fire Protection Association |
| SDI | Steel Deck Institute |
| SMACNA | Sheet Metal and Air Conditioning Contractors National Association, Incorporated |
| TCA | Tile Council of America, Incorporated |
| TMCA | Tile and Marble Contractors of America |
| UL | Underwriter's Laboratories, Incorporated |

B. Delivery, Storage and Handling:

- 1) Materials shall be delivered in manufacturer's original sealed containers with complete identification of contents and manufacturer, and kept sealed in original containers until used. Labels shall not be removed until materials have been installed and inspected.
- 2) Materials shall be delivered, stored, and handled with proper equipment and in a manner to protect them from damage.
- 3) The Contractor shall make arrangements for the receipt of materials delivered to the construction site. No representative of the County will accept any materials ordered by the Contractor.
- 4) Finish materials shall be protected from dirt and damage, and perishable materials shall be stored within appropriate weatherproof enclosures.
- 5) Delivery of materials shall be coordinated with the Operations Schedule.
- 6) The Contractor shall confine the apparatus, the storage of materials and the operations of the workmen to the limits indicated by law, ordinances, permits, or directions of the Construction Administrator, and shall not encumber the premises beyond the contract limits.

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- 7) The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- 8) Whenever the Contract Documents require delivery by the Contractor of any materials, equipment, or other items, the term delivery shall be deemed to include unloading and storing with proper protection where directed.

C. Federal Regulations

- 1) Should the Federal Government, because of Declaration of an Emergency, or other cause, establish controls over the use of certain construction materials, then the Contractor, immediately after signing the Contract or immediately after Declaration of an Emergency, shall furnish the Commissioner with an itemized list of all critical materials required for use on the project. For each item, the quantity required and the approximate date on which delivery will be required shall be indicated.

D. Name Plates

- 1) Each piece of operable equipment to be furnished and installed by a Contractor under its Contract such as motors, pumps, heaters, fans, transformers, switch and fuse racks and other similar equipment shall be provided with a substantial name plate of non-corrodible metal securely fastened in place and clearly and permanently inscribed with the manufacturer's name, the model or type designation, the serial number, the principal rated capacities, the electrical or other power characteristics and other similar and appropriate information.
- 2) Manufacturer's identification shall be inconspicuous, but where nameplates contain information relative to characteristics or maintenance, they shall be clearly visible and located for easy access.
- 3) The nameplate of a subcontractor or a distributor will not be permitted.

E. Manufacturer's Certification

- 1) Prior to the delivery of any water or sewer pipe to the construction site, the Contractor shall furnish properly attested documents certifying as to the type, class, name of manufacturer and source of supply of the pipe. One copy of each document shall be forwarded to the Construction Administrator at the construction site and to the Director of Project Management care of the Engineering Division, Michaelian Office Building, White Plains, New York.

F. Samples

- 1) The Contractor shall furnish, for approval of the Engineer, any samples required by the specifications or that may be requested by the Owner, of all materials he proposes to use, and shall pay all shipping charges for the samples. The Contractor shall send all samples to the office of the Engineer, except when directed otherwise. The sample of approved material will remain on file in the Engineer's office. A disapproved sample will be returned to the Contractor.
- 2) No samples are to be submitted with bids.
- 3) No materials or equipment of which samples are required to be submitted for

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approval shall be used on the work until such approval has been given by the Engineer or Construction Administrator, save only at the Contractor's risk and expense.

- 4) Each sample shall have a label indicating the material represented, its place of origin and the names of the producer, the Contractor and the Contract for which the material is intended.
- 5) Approval of any sample shall be only for characteristics or for uses named in such approval, and no other. No approval of a sample shall be taken in itself to change or modify any Contract requirement. When a material has been approved, no additional sample of that material will be considered and no change in brand or make will be permitted. Approved samples held by the Engineer will be returned to the Contractor upon completion of the work, if requested.
- 6) Transactions with manufacturers or subcontractors shall be through the Contractor.

G. Dissimilar Materials

- 1) Where metals are placed in contact with or fastened to dissimilar metals, concrete, masonry, wood or other absorptive materials subject to repeated wetting or wood treated with a preservative non-compatible with the metal or if drainage from dissimilar materials passes over the work; treat the contact surfaces with a heavy coat of approved alkali-resident bituminous paint.
- 2) Where one of the metals is aluminum, a coat of zinc-chromate primer shall be applied prior to the bituminous paint.

42. STANDARD OF QUALITY

Wherever in the contract documents an article, material, apparatus, device, product or process is called for by trade name or catalog reference, or by the name of the patentee, manufacturer or dealer, it shall be construed as establishing a standard of quality and not construed as limiting competition. In such instances, the Contractor may use any article, material, etc. which, in the judgment of the Engineer, expressed in writing, is equal to and acceptable for the intent specified.

43. PROPRIETARY ITEM

Whenever less than three names are used in proprietary item specifications, it has been determined that:

- A. The use of trade names is necessary for effective and workable specifications for the item.
- B. All manufacturers known by the individuals familiar with the trade involved have been listed.
- C. Equal items may be approved in accordance with Article "Request For Approval Of Equal" of the General Clauses.

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44. SHOP DRAWINGS

A. Shop Drawing Schedule

- 1) Within fifteen (15) days after the Notice to Proceed, the Contractor shall prepare and submit two (2) copies of its schedule of Shop Drawing submissions to the Engineer for review and approval. The schedule is to be submitted on the “Shop Drawing Schedule” form of the Sample Forms.
- 2) In order to maintain the construction schedule for this project the Contractor shall submit all Shop Drawings per approved schedule. The Contractor is expressly cautioned that its failure or refusal to timely submit a shop drawing schedule acceptable to the Engineer and/or any deviation from the approved shop drawing schedule shall be deemed a default under this Contract.
- 3) Shop Drawings shall be submitted without fail in time to permit correction, resubmission and final approval, as hereinafter specified, without causing any delay in the construction of any Work.
- 4) Samples and Shop Drawings, which are related to the same unit of Work or Specification Section, shall be submitted at the same time. If related Shop Drawings and Samples are submitted at different times, they cannot be reviewed until both are furnished to the Engineer.
- 5) The schedule shall be updated every four-(4) weeks or more frequently as required by the Engineer.
- 6) Two (2)-updated copies of the schedule shall be submitted to the Engineer with each application for Partial Payment.
- 7) Form of Schedule

Schedule shall be in tabular form with appropriate spaces to insert the following information for principal items of equipment and materials:

- a. Date on which Shop Drawings are requested and received from the manufacturer.
- b. Dates on which Shop Drawings are transmitted to the Engineer by the Contractor.
- c. Dates on which Shop Drawings are returned by the Engineer for revisions.
- d. Dates on which Shop Drawings are revised by manufacturer and resubmitted to the Engineer.
- e. Date on which Shop Drawings are returned by Engineer annotated either “Approved” or “Approved as Noted”.
- f. Date on which accepted Shop Drawings are transmitted to manufacturer and Contractor’s Invoice Number.
- g. Date of manufacturer’s scheduled delivery.
- h. Date on which delivery is actually made.

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- i. Sample of schedule follows on next page.

B. Shop Drawing Requirements

- 1) Shop Drawings for the Work shall include working and setting drawings, schedules, shop details, wiring diagrams, manufacturer's catalog cuts and brochures and all other drawings, schedules and diagrams necessary for the proper correlation of the Work.

Insofar as it is practicable, all drawings shall be uniform in size. They shall be dated, numbered consecutively and shall be identified with the Contract Number and Title, a description of the material or equipment and the area of the work and where it is to be installed. Shop drawings shall accurately and clearly show sizes, work, erection dimensions, arrangement and sectional views, necessary details including information for making connection with the work of other items as may be required, materials and finishes, detailed parts lists, and performance characteristics and capacities as may be required.

- 2) All detailing for structural components shall be done in accordance with the provisions for design and workmanship in the latest additions of the publications listed below except as may be modified in the Contract Documents:

- a. "Manual of Steel Construction" of the American Institute of Steel Construction.
- b. "Building Code Requirements for Reinforced Concrete" and "Manual of Standard Practice for Detailing Reinforced Concrete Structures" of American Concrete Institute.

- 3) Detailing practices for other components shall be done to conform to the best trade practices.

4) Contractor Responsibilities

- a. Before submitting Shop Drawings to the Engineer all submittals from its Subcontractors, manufacturers or suppliers shall be sent directly to the Contractor for preliminary review, coordination and checking.

Contractor shall be responsible for their submission at the proper time so as to prevent delays in delivery of material or equipment. Contractor shall thoroughly check all drawings for accuracy and conformance to the intent of the Contract Documents. Drawings found to be inaccurate or otherwise in error shall be returned to the Subcontractors, manufacturers, or suppliers by the Contractor for correction.

- b. All submittals, including Shop Drawings prepared by or under the direction of the various Contractors, shall be thoroughly checked by the Contractor for accuracy and checked by the Contractor for accuracy and conformance to the intent of the Contract Documents before being submitted to the Engineer and shall bear the Contractor's signature certifying that they have been so checked. Before submitting them to the Engineer, all submittals shall be properly labeled and consecutively numbered. In a clear space above the title block, the Contractor shall provide the "Shop Drawing ID" form of the Sample Forms, and enter the required information:

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- c. Shop Drawings shall be submitted as a single package including all associated drawings for any operating system and shall include all items of equipment and any mechanical units involved or necessary for the functioning of such system. Where applicable, the submittal shall include elementary wiring diagrams showing circuit functioning and necessary interconnecting wiring diagrams for construction.
- d. If the submittals contain any departures from the Contract Documents, specific mention thereof shall be made in the Contractor's letter of transmittal. Otherwise, the review of such submittals shall not constitute approval of the departure. The Contractor shall also call the Engineer's attention to any changes by the use of larger letters of at least 1" in height on the Shop Drawings along with a letter by the Contractor advising the Engineer to the recommended change and the reason therefore. If this is not done, even if the Work is incorporated in the construction, it will not be accepted by the Engineer even if Shop Drawings are "Approved".
- e. No materials or equipment shall be ordered, fabricated or shipped or any Work performed until the Engineer returns to the Contractor the submittals herein required, annotated "Approved".
- f. Where errors, deviations, and/or omissions are discovered at a later date in any of the submittals, the Engineer's prior review of the submittals does not relieve the Contractor of the responsibility for correcting all errors, deviations and/or omissions.
- g. Two (2) copies of Preliminary Operations and Maintenance Manuals shall be submitted with the final Shop Drawings for each item of equipment.
- h. Submittals shall be transmitted in strict compliance with Special Clause 10. A.2 and in sufficient time to allow the Engineer adequate time for review and processing so as not to delay the Project per the approved Shop Drawing Schedule.
- i. Contractor shall transmit five (5) prints of each submittal to the Engineer for review. Any submissions, which in the opinion of the Engineer, are not legible will not be reviewed and will be returned to the Contractor annotated "Disapproved".
- j. Contract drawings are for engineering and general arrangement purposes only and are not to be used as Shop Drawings.
- k. Shop Drawings shall accurately and clearly present the following:
 - All working and installation dimensions.
 - Arrangement and sectional views.
 - Units of equipment in the proposed positions for installation, details of required attachments and connections, and dimensioned locations between units and in relation to the structures.
 - Necessary details and information for making connections between the

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various trades including, but not limited to, power supplies and interconnecting wiring between units, accessories, appurtenances, etc.

- l. Structural and all other layout drawings prepared specifically for the Project shall have a plan scale of not less than 1/4-inch equal to 1 foot and they shall be not larger than the size of the Contract Drawings.
 - m. Where manufacturer's publications in the form of catalogs, brochures, illustrations, compliance certificates, or other data sheets are submitted in lieu of prepared Shop Drawings, such submissions shall specifically indicate the item for which approval is requested. Identification of items shall be made in ink, and submissions showing only general information are not acceptable.
 - n. The Contractor shall provide all required copies for the use of the various trades and at the Site, and one (1) copy of approved Shop Drawings shall be provided by the Contractor to each of the other Prime Contractors unless otherwise noted in writing by the Engineer.
 - o. The Contractor shall respond to required submittals with complete information and accuracy to achieve required approvals within three (3) submissions. All costs to the Owner involved with subsequent submissions of Shop Drawings, Samples or other items requiring approval, will be backcharged to the Contractor, at the rate of 3.0 times direct technical labor cost, by deducting such costs from payments due for Work completed. In the event an approved item is requested by the Contractor to be changed or substituted, all involved costs in the review process will likewise be paid by the Contractor to the County unless determined by the Director of Project Management or Commissioner that the need for such deviation is beyond the control of the Contractor. Contractor shall be responsible for coordinating its Work and submittals with its Subcontractors.. Should Contractor cause the need for additional submissions or reviews of previous submissions all involved costs will similarly be paid to the County.
- 5) Procedure for Review
- a. Shop Drawings will be checked for design conformance with the Contract Documents and general arrangement only.
 - b. Submittals will be annotated by the Engineer in one of the following ways:
 - "Approved" - no exceptions are taken.
 - "Approved as Noted" - minor corrections are noted and shall be made and a resubmittal is required.
 - "Disapproved because" - with specific deficiencies noted.
 - "Disapproved" - based on the information submitted, the submission is not in conformance with the Contract Documents. The deviations from the Contract Documents are too numerous to list and a completely revised submission of the proposed equipment or a submission of other equipment is required.

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c. One copy of the reviewed submittals will be returned to the Contractor. It is the Contractor's responsibility to provide copies to:

- Its Subcontractors.
- Its Materialmen and Suppliers.

unless notified otherwise in writing by the Engineer.

- 6) Disapproved drawings will be returned to the Contractor for correction and resubmission. After the Contractor has had the required corrections made on the original drawing, it shall again submit five copies for review by the Engineer.
- 7) The acceptance of Shop Drawings by the Engineer shall be only general in nature and shall not relieve the Contractor of any responsibility for the accuracy of the drawings, the proper fitting and construction of the Work or for the furnishing of materials or other Work required by the Contract Documents, but not shown on the Shop Drawings. Acceptance of Shop Drawings by the Engineer shall not be construed as approving departures from the Contract requirements unless specifically noted by the Engineer. Acceptance of Shop Drawings for one item shall not be construed as approval for other changes even if noted by the Contractor on the drawing.
- 8) Shop Drawings submitted other than in accordance with the outlined procedures will be returned to the Contractor for resubmission and the Contractor shall bear all expense and risk of all delays as if no Shop Drawings had been submitted.
- 9) No Work shall be performed until the Shop Drawings have been accepted by the Owner, and the Contractor shall be responsible for all costs and damages, which may result from proceeding prior to the approval of the Shop Drawings.

45. SEQUENCE OF CONSTRUCTION OPERATIONS

- A. It is mandatory that the premises continue to be occupied and facilities therein shall continue to function during the performance of the construction work.
- B. Detailed sequence of construction and availability of spaces in areas through which services must pass shall be coordinated between the Owner and the Contractor, before actual commencement of the Work.
 - 1) To enable the Work to be laid out and prosecuted in an orderly and expeditious manner, Contractor shall provide a proposed Progress Schedule, within fifteen (15) days after the issuance of the Notice to Proceed of this Contract unless otherwise directed in writing by the Construction Administrator. The proposed Progress Schedule shall show the anticipated time of commencement and completion of each of the various operations to be performed under this Contract; together with all necessary and appropriate information regarding the sequence and correlation of Work; and the Schedule of Shop Drawings and delivery of all materials and equipment required for the Work. The Contractor shall prepare a Master Progress Schedule (Schedule) for the Work. Contractor as directed by the Construction Administrator shall revise the proposed Schedule until each activity is properly sequenced to provide that the Work will be completed in the proper order and

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within the allotted Contract duration, without any conflicts. When the Construction Administrator has accepted the Schedule the Contractor will sign it. The Contractor shall then provide one (1) copy of such approved Schedule to each Subcontractor and two (2) copies to the Construction Administrator. Contractor shall afford its Subcontractors a reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate its Work with others.

Contractor shall strictly adhere to the Schedule unless changed as provided for in the following paragraph.

- 2) Within five (5) days after receiving notice of any change in the Contract, or of any Extra Work to be performed, or of any suspension of the whole or any portion of the Work, or of any other conditions which are likely to cause or are actually causing delays, Contractor must notify the Construction Administrator in writing of the effect, if any, of such change or Extra Work or suspension or other condition upon the previously approved schedule, and must state in what respects, if any, the Schedule should be revised, with the reasons therefor. These proposed changes in the Schedule shall be reviewed and, if appropriate, approved, in writing, by the Construction Administrator. Contractor must strictly adhere to the revised Schedule. Distribution of the revised Schedule shall be as described in paragraph B-1 above. Contractor's compliance with the requirements of this paragraph is in addition to, and not in lieu of, compliance with other notice requirements pertaining to delays and extensions of time contained elsewhere in the contract.
 - 3) The Schedule shall be reviewed by Contractor every two (2) weeks or as directed by the Construction Administrator.
 - 4) If Contractor shall fail to adhere to the approved Schedule, or to the Schedule as revised, they must promptly adopt additional means and methods of construction with no additional cost to the County that will make up for the lost time and will assure completion in accordance with such Schedule. The proposed means and methods shall be described in writing to the County within two (2) days after the Contractor discovered or should have reasonably discovered that the Schedule would not be met as originally proposed. Failure to comply with this requirement may result in the County enforcing its rights under the Contract including, without limitation, default of the Contract.
- C. From time to time as the Work progresses and in the sequence indicated by the approved Schedule, the Contractor must submit to the Construction Administrator a specific request in writing for each item of information or approval required. These requests shall be submitted sufficiently in advance of the date upon which the information or approval is actually required by the Contractor to allow for the time the Construction Administrator may reasonably take to act upon such submissions or resubmissions. The Contractor shall not have any right to an Extension of Time on account of delays due to its failure to timely submit requests for the information or approvals.
- D. Certain construction work shall be required, which will be disruptive to the Owner's staff insofar as noise, dirt and dust is concerned. The Contractor, therefore, shall

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perform such work during other than normal working hours. Subject to the requirements of law, the Owner imposes no limitation on the Contractor's working hours and whatever overtime work may be necessary or required shall be considered by the Contractor and reflected in its Bid Proposal without the benefit of extra compensation.

46. PROTECTION

- A. The Contractor shall at all times exercise all necessary precautions for the safety of the public, employees performing the work and County personnel. The Contractor shall provide and maintain barricades, danger signals and other safeguards about the work and shall be held responsible for all accidents or damages to persons or property caused by failure to do so throughout the progress of the work, and shall comply with all applicable provisions of Federal, State and County Safety Laws.
- B. The Contractor shall during the performance of its work, protect at all times all adjacent portions of the existing surfaces and existing equipment from damage due to the performance of the construction work.
- C. The Contractor shall furnish temporary facilities and/or temporary dust-proof partitions separating all work areas and access routes from those areas not involved in active alterations, so that this work will not interfere with the Owner's access or normal use of areas not allocated to the Contractor, or any essential service to such areas, when ordered by the Construction Administrator.

47. CLEANUP AND REMOVAL OF DEBRIS

- A. At the end of each working day, the Contractor shall sweep up and collect all the rubbish and place it in appropriate containers, furnished by the Contractor. Containers shall be kept at a location on, or adjacent to the work site, as designated by the Construction Administrator. Wood or cardboard crates and other debris of a similar nature shall be broken up, securely bundled and neatly stacked alongside the containers. Once each week and at the completion of the work, the Contractor shall remove all accumulated debris and rubbish.
- B. At the completion of the work, the Contractor shall clean all equipment, fixtures, surfaces and accessories, removing all dust and other foreign matter, ready for use by the Owner.

48. TEMPORARY SERVICE

- A. Sanitary facilities will be provided by the Owner for the Contractor and its personnel.
- B. The Owner will supply and pay for the cost of all-temporary water and temporary electric power (120 volt, 60 hertz). The Contractor shall furnish and install all temporary electrical and water connections required for work under this Contract, at and to locations as designated by the Construction Administrator.

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49. OPERATING TESTS

- A. Where operating tests are specified the Contractor shall test the work as it progresses and shall make satisfactory preliminary tests in all cases before applying to the Engineer for official tests.
- B. Official tests will be made in the manner specified for the different branches of the work, in the presence of the Construction Administrator or Engineer. Should defects appear they shall be corrected by the Contractor and the test repeated until the installation is acceptable to the Construction Administrator or Engineer and to any authorities having jurisdiction.
- C. No work of any kind shall be covered or enclosed before it has been tested and approved.
- D. The Contractor shall furnish all materials and apparatus, make connections and conduct tests, without extra compensation unless noted otherwise.

50. OPERATING INSTRUCTIONS AND PARTS LISTS

- A. Where the Specifications require any Contractor to supply equipment operating and maintenance instructions and spare parts lists prior to the completion of the work it shall provide three copies of the publications for each piece of equipment he has furnished and installed under the Contract, upon receipt of the approved shop drawings.
- B. Publications shall be prepared for the specific equipment furnished and installed, containing the following information, and shall not refer to other sizes, types or models of similar equipment:
 - 1) Clear and concise instructions for the operation, adjustment, lubrication and other maintenance of the equipment, including a complete lubrication chart.
 - 2) A complete listing of all parts for the equipment, with catalog numbers and other data necessary for ordering replacement parts.
- C. Advertising literature will not be acceptable.

51. CUTTING AND PATCHING

Contract with Single Bid:

- A. Where the project does not involve separate bids pursuant to the New York General Municipal Law the following will apply:
 - 1) Where walls, floors, ceilings, roofs or other items require cutting for the installation of new work, all such cutting shall be done by the Contractor with the approval of the Construction Administrator; and the Contractor shall patch the opening to make the cut portions match the adjacent finished surfaces, unless otherwise indicated.
 - 2) The Contractor shall not endanger any existing condition by its operations.
 - 3) The cost of all cutting and patching caused by the Contractor's negligence shall be

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borne by the Contractor.

Contract with Separate Bids:

- B. If the project is one where separate bid specifications are required pursuant to the New York General Municipal Law the following will apply:
- 1) A sufficient time in advance of the construction of new floors, walls, ceilings, roofs, or other items, each Contractor shall be responsible for properly locating and providing in place all sleeves, inserts and forms required for their work, and shall furnish the Contractor for General Construction with complete information relative to exact locations and dimensions of all required openings in the General Contractor's work. Other Contractors shall periodically consult the Job Progress Chart of the General Contractor so that they will not be delayed by their work requirements, but the General Contractor shall be obliged to give all other Contractors at least seventy-two hours notice before commencing the previously mentioned new construction work.
 - 2) The cost shall be borne by the responsible Contractor for all cutting, patching, re-waterproofing and re-caulking of new work necessary for reception of the work of a Contractor, caused by the Contractor's failure to timely or properly locate and provide in place all sleeves, inserts and forms required for its own work, or by a Contractor's failure to inform the General Contractor of required openings. The General Contractor shall do all cutting, patching, re-waterproofing and re-caulking of all new work no matter how or by whom such work was caused and shall be reimbursed for such extra work by the responsible Contractor, in accordance with the terms of the Contract. All cutting and patching shall have prior approval of the Construction Administrator.
 - 3) Where sleeves, inserts, forms or openings are required in existing walls, floors, ceilings roofs, or other existing items, all necessary cutting, patching, re-waterproofing and re-caulking required shall be done by the individual responsible Contractor, except for finished surfaces. The responsible Contractor shall do all rough patching to bring the cut areas to the proper surface ready to receive the finished surface. All finishing work required to make the cut portions match the adjacent finished surfaces shall be performed by the General Contractor.
 - 4) Each Contractor shall be responsible for coordinating their work with the work of all other Contractors engaged on the project. If directed, Contractors shall submit coordinated shop drawings showing how the fitting of the various parts of the work will be accomplished, for the Construction Administrator's acceptance.
 - 5) All cutting and patching shall be governed by the applicable divisions of the Specifications with regard to workmanship, materials and methods.
 - 6) No Contractor shall endanger any work by unauthorized cutting, excavating, or other alteration of the work, unless previously authorized by the Construction Administrator.

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52. CONFLICTS AMONG CONTRACT DOCUMENTS

In the event of any conflict among the Contract Documents, the Contractor shall notify the Commissioner and comply with the Commissioner's interpretation, according to the following priorities:

| <u>Priority Order</u> | <u>Document</u> |
|-----------------------|---|
| 1..... | Modification issued after execution of Agreement |
| 2..... | Agreement between Owner and Contractor |
| 3..... | Addenda issued prior to the execution of the Agreement (Later date to take precedence) |
| 4..... | Special Notices |
| 5..... | Technical Specifications |
| 6..... | Construction Drawings: |
| 6A..... | Schedule on Construction Drawings |
| 6B..... | Notes on Construction Drawings |
| 6C..... | Large Scale Details on Construction Drawings |
| 6D..... | Small Scale Details on Construction Drawings |
| 7..... | General Requirements |
| 8..... | Special Clauses |
| 9..... | Information for Bidders and General Clauses |

53. RECORD DRAWINGS

- A. The Owner shall furnish, at the first job meeting, one set of "paper" copies of the contract drawing(s) - this is in addition to the five sets of contract drawings as described in the Article "Contract Drawings" of the General Requirements; for the Contractor's use to indicate change(s) as they occur for the duration of the construction work. Upon request from the Contractor, the County will supply the Contractor a copy of the original Contract Drawings in AutoCAD format.
- B. The Contractor shall record neatly and legibly, using reasonable drafting care, all approved change(s) (including minor revisions or corrections of pipes, ducts, electric outlets, circuit panels and other features, as well as invert elevations and locations of underground lines).
- C. When all approved changes are recorded and clearly identified, the Contractor shall prepare a set of "as-built" (record) drawings, in the latest version of AutoCAD, using the approved County format and associated CAD layering guidelines, with 24" x 36" drawing sizes, showing the project as built including all changes in the work made during construction based on marked-up prints, drawings, and other data. These drawings shall be filed on a CD and submitted to the Construction Administrator.
- D. All additional "paper" or reproducible drawings are to be obtained by the Contractor at their own expense.

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54. TIME

- A. All time limits (see Article “Required Time For Completion Of The Work” of the General Requirements, and, Article “Time Of Starting” of the Information For Bidders) stated in the specifications are of the essence of the Contract.
- B. The Contractor may perform all necessary labor during other than normal working hours. The Owner imposes no limitation of the Contractor's working hours and whatever overtime work may be necessary or required shall be considered by the Contractor and reflected in its Bid Proposal without the benefit or extra compensation. The Contractor must give a minimum of four (4) hours notice to the Construction Administrator when overtime Work is necessary. The Contractor shall promptly pay to the County the additional cost of the Engineer and Construction Administrator for inspection services during the overtime Work.

55. ACCELERATION OF THE WORK

The Owner may, at its sole discretion and for any reason, require the Contractor to accelerate the schedule of performance by providing overtime, extended day, extra crews, Saturday, Sunday and/or holiday work and/or by having all or any subcontractors designated by the Owner provide overtime, extended day, extra crews, Saturday, Sunday or holiday work by the Contractor's or his subcontractor's own forces, and such requirements is independent of and not related in any way to any apparent inability of the Contractor to comply with the schedule(s), Milestone(s) and/or completion date requirements, the Owner, pursuant to a written change order as signed by the Commissioner shall reimburse the Contractor for the direct cost to the Contractor of the premium time for the labor utilized by the Contractor in such overtime, extended day, extra crews, Saturday, Sunday or holiday work (but not for the straight time costs of such labor) together with any social security and state or federal unemployment insurance taxes in connection with such premium time. However, no overhead, supervision costs, commissions, profit or other costs and expenses of any nature whatsoever, including impact costs or costs associated with lost efficiency or productivity, shall be payable in connection therewith. Anything to the foregoing notwithstanding, in the event that the Contractor has fallen behind schedule or in the Owner's judgment appears likely to fall behind schedule, Owner shall have the absolute right to direct the Contractor to accelerate the performance of its work, including that of its subcontractors, and the full costs for such acceleration shall be borne solely by the Contractor.

56. ULTRA LOW SULFUR DIESEL FUEL

- A. Contractors and Subcontractors operating onroad and nonroad vehicles to perform County work must power those vehicles with ultra low sulfur diesel fuel. Ultra low sulfur diesel fuel is any diesel fuel that has a sulfur content of no more than fifteen parts per million.
- B. In addition, all onroad and nonroad diesel vehicles used to perform County work and equipped with a model year 2003 or older engine shall utilize the best available

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technology² in accordance with the following schedule:

- a) effective September 1, 2007 - 35% of all such motor vehicles used on this project;
- b) effective September 1, 2008 - 65% of all such motor vehicles used on this project;
- c) effective September 1, 2009 - 100% of all such motor vehicles used on this project.

- C. All onroad and nonroad diesel vehicles to perform County work having a gross vehicle weight rating of more than 14,000 pounds shall utilize the best available technology or be equipped with an engine certified to the applicable 2007 United States Environmental Protection Agency ("EPA") standard for particulate matter as set forth in Section 86.007-11 of Title 40 of the Code of Federal Regulations or to any subsequent EPA standard for such pollutant that is at least as stringent, in accordance with the following schedule:
 - a) by September 1, 2007 - 35% of all such motor vehicles;
 - b) by September 1, 2008 - 65% of all such motor vehicles;
 - c) by September 1, 2009 - 100% of all such motor vehicles
- D. Any contractor who violates any provision of Section 873.1329 shall be liable for a civil penalty not to exceed ten thousand dollars plus twice the amount of money saved by such contractor for failure to comply with this section.
- E. Any contractor who makes a false claim may be liable for a civil penalty not to exceed twenty thousand dollars, in addition to twice the amount of money saved by such contractor as a result of having made such false claim.
- F. Nothing in this section shall be construed to limit the County's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity pre-qualification as a vendor, or otherwise deny a person or entity public entity business.
- G. If sufficient quantities of ultra low sulfur diesel fuel are not available to meet the needs of a contractor to fulfill the requirements of this contract, the Contractor may submit a written request to the Commissioner to use diesel fuel with a sulfur content of no more than thirty parts per million as long as the contractor shall use whatever quantity of ultra low sulfur diesel fuel that is available. Such determination shall be made in writing on a case by case basis upon written application to the Commissioner. If the Commissioner grants such authority it shall expire sixty days thereafter and may be renewed upon written request for additional periods of sixty days.

² Best Available Technology means a system for reducing the emission of pollutants which is based on technology verified by the U.S. Environmental protection Agency or the California Air Resources Board or which has been identified pursuant to NYC's Department of Environmental Protection that (1) reduces diesel particulate matter emissions by at least 85 percent, as compared to a similar engine operating on traditional diesel fuel without emission control technology, or reduces engine emissions to 0.01 grams diesel particulate matter per brake horsepower per hour or less; and 2) achieves the greatest reduction in emissions of nitrogen oxides at a reasonable cost and in no case produces a net increase in nitrogen oxides in excess of 10%.

GENERAL CLAUSES

H. The Contractor, in order to comply with Subsections B & C above, must retrofit its vehicles to include both of the following in order to comply with the Best Available Technology Requirements:

- Diesel Oxidation Catalysts (DOC)
- Crankcase Vent Filters (CVF)

If the Contractor wants to propose an alternative technology it must submit a written request to the Commissioner with sufficient detail to enable the Commissioner to make a determination as to whether to accept the alternative technology. Any approval of alternative technology must be in writing.

57. QUALIFIED TRANSPORTATION FRINGE PROGRAM

EXECUTIVE ORDER NO. 7-2005

Requires that contractors, concessionaires and vendors doing business with the County enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code for all contracts for goods or services of \$100,000 or more in any twelve month period during the contract term if such contractor, concessionaire or vendor employs more than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week regardless of whether those employees are engaged in work pursuant to the contract.

Bidders shall submit the signed statement on Proposal Page 34. Notwithstanding the above, a Bidder may submit a Waiver Application on Proposal Page 35 to the Commissioner.

58. USE OF FLUORESCENT LIGHT BULBS & ENERGY EFFICIENT BULBS

The use of incandescent light bulbs is prohibited in County-owned buildings and facilities. Only fluorescent light bulbs may be installed in County buildings and facilities. Exterior lights must utilize energy-efficient bulbs. For further details see Article 58 of the General Clauses.

59. COUNTY OF WESTCHESTER PHOSPHORUS-FREE LAWN FERTILIZER POLICY

Executive Order 8-2007 limits the use of lawn fertilizers containing phosphorous and other compounds containing phosphorous, such as phosphate on County owned property.

EXECUTIVE ORDER NO.8 OF 2007

WHEREAS, the New York City water supply watershed is a critical drinking water source for approximately eight million New York City consumers and approximately one million upstate consumers. Over eighty-five percent (85%) of Westchester County's residents consume water from the New York City water supply system; and

WHEREAS, eutrophication is a natural aging process of lakes or streams brought on by

GENERAL CLAUSES

nutrient enrichment. Eutrophication can be greatly accelerated by human activities that increase the rate at which nutrients and organic substances enter aquatic ecosystems from their surrounding watersheds; and

WHEREAS, as a result of accelerated eutrophication, enhanced plant growth reduces dissolved oxygen in the water creating severely impaired water bodies with unpleasant water taste and odor, discoloration, release of toxins and increased turbidity that interferes with the health and diversity of indigenous fish, plant, and animal populations and with the recreational use of rivers, lakes and wetlands. Consequently, eutrophication restricts water use for fisheries, recreation, industry, and drinking due to the increased growth of undesirable algae and aquatic weeds and the oxygen shortages caused by their death and decomposition; and

WHEREAS, nutrient pollution due to human activities is one of the leading causes of eutrophication in the NYC Watershed, and is specifically accelerated by the introduction of excessive phosphorus into the environment. In fact, most reservoirs in the East of Hudson portion of the New York City Watershed (5 of the 7 located in Westchester County) are designated as phosphorous-restricted basins in accordance with the New York City Watershed Rules & Regulations due to excessive phosphorous volumes which have not been reduced despite phosphorous reductions mandated by the New York State Department of Environmental Conservation (NYSDEC); and

WHEREAS, one unnecessary source of phosphorus pollution in the watershed is the many pounds of lawn fertilizer applied by residents and businesses in the County of Westchester each year; and

WHEREAS, when phosphorus fertilizer is applied to phosphorus-rich lawns, much of the excess simply runs off of the lawn into the storm drainage systems where it can be carried into rivers, lakes, streams, and wetlands, causing eutrophication; and

WHEREAS, soil tests conducted pursuant to a six-year study by the Cornell Cooperative Extension, an extension of the State's designated Land-Grant University, have shown that approximately 90% of the lawns in Westchester County have medium-to-high levels of phosphorus; and

WHEREAS, the New York City Watershed Pesticide and Fertilizer Technical Working Group, established by the New York City Watershed Memorandum of Agreement, issued a report in 2000, noting the high percentage of phosphorus in regional soils and recommending that phosphorus-based lawn fertilizers be added only when a soil analysis identifies phosphorus deficiencies.

WHEREAS, the proposed Stormwater Phase II regulations recently issued by the New York State Department of Environmental Conservation, and which are expected to go into effect in January of 2008, will allow the use of phosphorus-based lawn fertilizers on municipally-owned land only where soil testing indicates that phosphorus concentrations are inadequate, in order to ensure that municipalities in the New York City Watershed are

GENERAL CLAUSES

taking satisfactory steps to achieve the above-referenced mandatory phosphorous reductions.

WHEREAS, the United States Environmental Protection Agency has also determined that a Nonpoint Source Implementation Plan was necessary in the Croton Watershed because the phosphorus reductions necessary to meet the targeted applicable water quality standards could not be achieved by wastewater treatment plant upgrades alone; and

WHEREAS, Section 110.11 of the Laws of Westchester County places the responsibility to supervise, direct and control, subject to law, the administrative services and departments of the county, upon the County Executive; and

WHEREAS, I have determined that restricting the application and use of lawn fertilizer containing phosphorus on all County-owned property will address one source of unnecessary and preventable phosphorus pollution and will improve water quality in the County; and

WHEREAS, the Department of Planning, after review of the applicable regulations under the State Environmental Quality Review Act, has advised that this Executive Order has been classified as a Type II action, pursuant to 6 N.Y.C.R.R. § 617.5(c)(20), “routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment,” and 6 N.Y.C.R.R. § 617.5(c)(27), “adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list.” As such, no further environmental review is required.

GENERAL CLAUSES

NOW THEREFORE, I, _____, County Executive of the County of Westchester, in light of the aforementioned, do hereby order and direct each and every department, board, agency, and commission of the County of Westchester under my jurisdiction to ensure that the policies and procedures set forth in the following Phosphorus-Free Lawn Fertilizer Policy are complied with.

COUNTY OF WESTCHESTER PHOSPHORUS- FREE LAWN FERTILIZER POLICY

I. Definitions:

- (1) "Certified laboratory" means any laboratory certified by the New York State Department of Health pursuant to section five hundred two of the New York State Public Health Law to conduct soil analysis.
- (2) "Commercial fertilizer" means any substances containing one or more recognized plant nutrients which is used for its plant nutrient content, and which is designed for use or claimed to have value in promoting plant growth, except unmanipulated animal or vegetable manures, agricultural liming material, wood ashes, gypsum and other products exempted by regulation of the New York State Commissioner of Agriculture and Markets.
- (3) "Lawn fertilizer" means a commercial fertilizer distributed primarily for non-farm use, such as lawns, shrubbery, flowers, golf courses, municipal parks, cemeteries, greenhouses and nurseries, and such other use as the commissioner may define by regulation. Lawn fertilizer does not include fertilizer products intended primarily for garden and indoor plant application.

II. Use and Application of Lawn Fertilizer:

- (1) Any lawn fertilizer that is labeled as containing more than 0% phosphorus or other compound containing phosphorus, such as phosphate, shall not be applied upon any County-owned property, except as provided in section III. Of this Executive Order.
- (2) No lawn fertilizer shall be applied upon County-owned property when the ground is frozen.
- (3) Lawn fertilizer shall not be applied to any impervious surface upon County-owned property, including parking lots, roadways, and sidewalks. If such application occurs, the fertilizer must be immediately contained and either applied to turf in a manner consistent with this Executive Order or placed in an appropriate container.

III. Exemptions:

The prohibition against the use of lawn fertilizer under section II of this Executive Order shall not apply to:

GENERAL CLAUSES

(1) Newly established turf or lawn areas during their first growing season.

(2) Turf or lawn areas that soil tests, performed within the past three years by a certified laboratory or by the Cornell University Cooperative Extension of Westchester County, confirm the need for additional phosphorus application in accordance with the phosphorus levels established by the Cornell University Cooperative Extension of Westchester County. The lawn fertilizer application shall not contain an amount of phosphorus exceeding the amount and rate of application recommended in the soil test evaluation.

(3) Agricultural uses, vegetable and flower gardens, or application to trees or shrubs.

IV. The transition to phosphorus-free lawn fertilizer shall occur as soon as possible in a manner that avoids wasting of existing inventories; accommodates establishment of supply chains for new products; enables the training of County employees and licensees in appropriate work methods; and allows the phase-out of products and practices inconsistent with this Executive Order. However, in no event shall lawn fertilizer containing phosphorus (i.e., labeled as containing more than 0% phosphorus or other compound containing phosphorus, such as phosphate) be applied upon County-owned property after January 1, 2009, unless an exemption set forth in Section III of this Executive Order applies.

V. This Executive Order shall take effect on the date hereof, and shall remain in effect until otherwise superseded, repealed, modified or revoked.



SAMPLE FORMS

DEPARTMENT OF PUBLIC WORKS

Division of Engineering

SAMPLE FORMS

AFFIRMATIVE ACTION PROGRAM REQUIREMENT- SUBCONTRACTOR(S)

County of Westchester, Department of Public Works

(To Be Completed By Subcontractor and Submitted with Request to Utilize Subcontractor)

Affirmative Action Program

An approved Affirmative Action Plan shall be required for all Subcontractors for public work where the subcontracted work exceeds \$50,000 or more than fourteen (14) persons are employed by the Subcontractor.

Does the Subcontractor participate in an approved Affirmative Action Program? Yes [☐] No [☐]

If Yes, give name of Program: _____

If No, how many employees will the Subcontractor employ on this project? _____

An approved Affirmative Action Program shall mean a plan approved or adopted by Westchester County including but not limited to, the Home-Town Plan, the Recruitment Training Program or any other program approved or meeting the requirements of the State or Federal government.

The "Monthly Employment Utilization Report" of the Sample Forms, shall be filled out by the Contractor and/or Subcontractor(s) who are required to have an Affirmative Action Program, prior to the start of the work.

SAMPLE FORMS

CONTRACTOR'S REPORT OF EMPLOYMENT AND WEEKLY AFFIDAVIT

County of Westchester, Department of Public Works

Contract No. _____

Report No. _____

Week(s) ending _____

Title of Contract and Location _____

Contractor or Subcontractor _____

Address _____

STATE OF _____)
COUNTY OF _____) SS.:

I, _____, being duly sworn, depose and say:

1. I pay or supervise the payment of the persons employed by _____
(Contractor or Subcontractor)
in connection with the above referenced contract;

2. During the payment period commencing on the ____ day of _____,
20____ and ending on the _____ day of _____, 20____, all persons employed by
_____ in connection with such contract have been paid in full
(Contractor or Subcontractor)
weekly wages and supplements earned by such persons except the following: (strikeout, if not
applicable)

3. Such persons have been paid the prevailing rate of wages and the supplements as
determined and required by Section 220 of the New York State Labor Law.

SAMPLE FORMS

4. No rebates or deductions have been deducted from such wages and supplements except as authorized or required by applicable statutes or regulations of the Federal, State and County Governments.

5. The following is a true and accurate summary of wages and supplements paid:

_____ During the week _____ Total to date

Number of names on payroll _____

Hours worked _____

Total wages earned _____

6. I have read the foregoing statement of wages and supplement, know the contents thereof, and the same is true to my own knowledge.

(Signature)

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss.:

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be the person who executed the above instrument, and who being duly sworn did say that he executed the same.

Sworn to before me
this _____ day of _____

License No.

Notary Public - State of New York

SAMPLE FORMS

MONTHLY EMPLOYMENT UTILIZATION REPORT
County of Westchester, Department of Public Works

| | | | | | | | | | | | | | | | | | | | | | | | |
|---|----------------------|------------------------------|-----|---|-----|---|---|-------------------------------|---|---------------------------------------|---|---|---|-----------------------------------|---|-----------------------|---------------------|---------------------------|---|------------------------------------|--|----------------------|--|
| <u>MONTHLY EMPLOYMENT UTILIZATION REPORT</u> | | | | | | | | | | JOB TITLE: | | CONTRACT NO.: | | | | | | | | | | | |
| WESTCHESTER COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF ENGINEERING | | | | | | | | | | NAME AND LOCATION OF CONTRACTOR: | | REPORTING PERIOD: FROM: _____ TO: _____ | | | | | | | | | | | |
| CONSTRUCTION TRADE | CLASSIFICATION | TOTAL ALL EMPLOYEES BY TRADE | | | | | | BLACK (NOT HISPANIC ORIGINAL) | | HISPANIC | | ASIAN OR PACIFIC ISLANDERS | | AMERICAN INDIAN OR ALASKAN NATIVE | | MINORITY PERCENTAGE % | FEMALE PERCENTAGE % | TOTAL NUMBER OF EMPLOYEES | | TOTAL NUMBER OF MINORITY EMPLOYEES | | | |
| | | M | HRS | F | HRS | M | F | M | F | M | F | M | F | M | F | | | M | F | | | | |
| | JOURNEY WORKER | | | | | | | | | | | | | | | | | | | | | | |
| | APPRENTICE | | | | | | | | | | | | | | | | | | | | | | |
| | TRAINEE | | | | | | | | | | | | | | | | | | | | | | |
| | SUB-TOTAL | | | | | | | | | | | | | | | | | | | | | | |
| | JOURNEY WORKER | | | | | | | | | | | | | | | | | | | | | | |
| | APPRENTICE | | | | | | | | | | | | | | | | | | | | | | |
| | TRAINEE | | | | | | | | | | | | | | | | | | | | | | |
| | SUB-TOTAL | | | | | | | | | | | | | | | | | | | | | | |
| | JOURNEY WORKER | | | | | | | | | | | | | | | | | | | | | | |
| | APPRENTICE | | | | | | | | | | | | | | | | | | | | | | |
| | TRAINEE | | | | | | | | | | | | | | | | | | | | | | |
| | SUB-TOTAL | | | | | | | | | | | | | | | | | | | | | | |
| | JOURNEY WORKER | | | | | | | | | | | | | | | | | | | | | | |
| | APPRENTICE | | | | | | | | | | | | | | | | | | | | | | |
| | TRAINEE | | | | | | | | | | | | | | | | | | | | | | |
| | SUB-TOTAL | | | | | | | | | | | | | | | | | | | | | | |
| | JOURNEY WORKER | | | | | | | | | | | | | | | | | | | | | | |
| | APPRENTICE | | | | | | | | | | | | | | | | | | | | | | |
| | TRAINEE | | | | | | | | | | | | | | | | | | | | | | |
| | SUB-TOTAL | | | | | | | | | | | | | | | | | | | | | | |
| | TOTAL JOURNEY WORKER | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL APPRENTICES | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL TRAINEES | | | | | | | | | | | | | | | | | | | | | | | |
| GRAND TOTAL (#HRS & #EMPL) | | | | | | | | | | | | | | | | | | | | | | | |
| COMPANY OFFICIAL'S SIGNATURE AND TITLE: | | | | | | | | | | TELEPHONE NUMBER (Include Area Code): | | | | | | | | | | DATE SIGNED: | | PAGE: _____ OF _____ | |

This report must be filled out by all contractors (both prime and sub) who are required to have an Affirmative Action Program, and must be filed with the Engineer by the 5th day of each month during the term of the Contract, and shall include the total work hours of each employee classification in each trade in the covered area for the Monthly Reporting Period. The Prime Contractor shall submit a report for its Aggregate Work Force and collect and submit reports for each subcontractor's Aggregate Work Force to the Engineer.

SHOP DRAWING SCHEDULE
County of Westchester, Department of Public Works

Forms Page 5

SAMPLE FORMS

SHOP DRAWING ID

County of Westchester, Department of Public Works

WESTCHESTER COUNTY DRAWING _____ OF _____

NAME OF PROJECT

Date _____

Contract No. _____

Item/Model No. _____

Manufacturer _____

Contract Drawing No. _____

Specification Section _____

This document has been reviewed, coordinated and checked for accuracy of content and for compliance with the Contract Documents. The information contained herein has been coordinated with all other Contract Work.

Contractor _____

Signed _____

REQUEST FOR APPROVAL OF EQUAL
County of Westchester, Department of Public Works

NO.

EQUAL

(WC DPW E Version 11/3/08)

County of Westchester, Department of Public Works

Attach a separate sheet here if more space is required.

SAMPLE FORMS

CONTRACTOR'S ULTRA LOW SULFUR DIESEL FUEL AFFIDAVIT

County of Westchester, Department of Public Works

Contract No. _____ Period Included in this Report: _____, 20__ to _____, 20__

Title of Contract and Location _____

Contractor _____

Address _____

Subcontractor _____

Address _____

STATE OF _____) ss.:
COUNTY OF _____)

I, _____ being duly sworn, depose and say:
(print name) (print title)

1. I certify under penalty of perjury that I agree to comply with the requirements of Chapter 878, Article XIII, Section 873.13.29 of the Laws of Westchester County.
2. During the period _____ through _____, all diesel-powered vehicles, used in the performance of Contract No. _____, were powered by ultra low sulfur diesel fuel (15 ppm Sulfur Maximum).
3. No fuel other than Ultra Low Sulfur Diesel Fuel (15 ppm Sulfur Maximum) was utilized on this project for the above described vehicles.
4. The annexed Ultra Low Sulfur Diesel Fuel Log is a true and accurate summary of the low sulfur diesel fuel (15 ppm Sulfur Maximum) purchased and utilized in the performance of this project.
5. I have read the foregoing statement, have full knowledge of the contents thereof, and it is my intent that the County of Westchester will rely on the statements contained herein.

(Signature)

STATE OF _____) ss.:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally came _____ to me known, and known to me to be the person who executed the above instrument, and who being duly sworn did say that he/she executed the same.

Sworn to before me this

_____ day of _____, 20__.

Notary Public

The Ultra Low Sulfur Diesel Fuel-Log must be attached.

This Certification also has to be submitted by your subcontractor(s). *Additional copies of this form can be acquired from the Department of Public Work.*

SAMPLE FORMS

ULTRA LOW SULFUR DIESEL FUEL (15 ppm Sulfur Maximum) – LOG

Period of Log: _____ through _____

Contract No. _____

Title of Contract and Location _____

Contractor or Subcontractor _____

Address _____

| Date of Purchase | Name and Address of Vendor (Print) | Gallons Purchased |
|-------------------------|---|--------------------------|
| | | |
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A Separate Copy of this Certification will also have to be signed by each of your subcontractors that utilize diesel powered vehicles, fifty horsepower or greater, on the above project. Additional copies of this form can be acquired from the Department of Public Works.

- ☐ New
☐ Change
☐ No Change

**Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form**

INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions (Forms Page 21). If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.

Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

| | | | | | | | | | |
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|--|--|--|--|--|--|--|--|--|--|

3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

Authorized Signature_____
Print Name/Title_____
Date**Section II- Financial Institution Information**

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

10. Account Type:
(check one)☐ Checking☐ Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required **ONLY** if directing funds into a Savings Account **OR** if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.*

Authorized Signature_____
Print Name / Title_____
Date

**(Leave Blank - to be completed by
Westchester County) - Vendor number assigned**

(WC DPW E Version 11/3/08)

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
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|--|--|--|--|--|--|--|--|--|--|

Forms Page 11

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Board of Acquisition and Contract, 148 Martine Ave, Room 104, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.



SAMPLE CONTRACT AND BOND
FOR CONSTRUCTION

DEPARTMENT OF PUBLIC WORKS

Division of Engineering

WESTCHESTERGOV . COM

**DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

CONTRACT AND BOND

FOR CONTRACT

NOTE: ONLY PROVIDED AS A SAMPLE IN THESE SPECIFICATIONS FOR INFORMATIONAL PURPOSES AND NOT TO BE EXECUTED WHEN SUBMITTING THE BID PROPOSAL. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO EXECUTE THESE DOCUMENTS, AS MORE FULLY DESCRIBED IN THE PROPOSAL REQUIREMENTS.

CONTRACT NO.

Amount of Contract \$

THIS AGREEMENT made this ____ day of _____, 200__, by and between the COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, hereinafter, "County", and

hereinafter called the "Contractor", WITNESSETH as follows:

WHEREAS, the Commissioner of Public Works, hereinafter called "Commissioner", by virtue of the power and authority in him vested did advertise for proposals and bids for:

Westchester County, New York, to furnish all labor, tools, implements and materials that may be requisite and necessary to the execution and completion of the work according to the plans, specifications, profiles and other drawings relating to such work, as approved by the County of Westchester and now on file in the Office of the Commissioner, and

WHEREAS, the Contractor did bid for said work in the manner and form as required by said plans and specifications and, being the lowest responsible bidder therefore, was duly awarded the Contract for such work at prices named in the itemized proposal by a resolution of the Board of Acquisition and Contract of the said County of Westchester.

NOW THEREFORE, the Contractor, in consideration of the prices so named for the various items of work to be paid for as hereinafter provided, does for itself, its representatives, agents, executors, administrators, successors or assigns, covenant and agree with the County that it, the said Contractor, shall and will at its own proper costs and charges and in conformity with said plans and specifications which are made a part of this Contract without setting forth same herein, provide all manner and kind of materials, molds, models, cartage, appliances and appurtenances required and of every description necessary for the due and proper performance of this Contract and the completion of said work to be done under the supervision and direction of the Commissioner, in a good workmanlike manner and in conformity with said plans and specifications without any alteration, deviation, additions, or omissions therefrom except upon due request and under the written direction of said Commissioner.

The Contractor acknowledges receipt of the "Information for Bidders, General and Special Clauses, Specification, Proposal and Plans" relating to this Contract, as well as all issued Addenda thereto, all of which are expressly incorporated in this Contract as if fully set forth herein.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties to this Contract that if in the opinion of the said Commissioner of the County of Westchester it shall become necessary to make any change in the work called by the plans and specifications which are a part of this Contract, whereby, consistent with the Information for Bidders, the work contemplated by said plans and specifications is modified and reduced and the costs and expenses of such work lessened, that then and in that event the Contractor will do the work as changed and modified and the said Commissioner shall estimate the difference between the original estimate of quantities therefor and the amount that should be paid by reason of the modification and change and the difference shall be deducted from the original estimate of quantities therefore of said Contract and said Contractor shall be paid accordingly. The estimate of said Commissioner shall be final and conclusive upon the parties hereto and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules. Any changes, modifications or deductions shall in no way invalidate this Contract and said Contractor agrees that in the event of any such change or modification reducing the original, estimated quantities therefore, it will not make any claim for any profit, or loss of profit by reason thereof. Notwithstanding any dispute or disagreement arising hereunder, Contractor agrees that the Work shall not be delayed nor disrupted by reason thereof.

The County hereby covenants and agrees with the said Contractor, in consideration of the covenants and agreements herein being strictly and in all respects complied with by the said Contractor as specified, that it will well and truly pay unto the said Contractor the unit prices set forth in the Proposal for the various items included in the Contract.

All partial payments will be made in accordance with the provisions set forth in the "Information for Bidders" and especially that part thereof which relates to "Estimates and Payments".

Furthermore, all partial payments will be made on the claim voucher and verified certificate of the Commissioner, both of which shall be filed in the Office of the Commissioner of Finance of the County of Westchester. The said claim voucher shall show the value of the work completed and the verified certificate shall show the said work was done in accordance with the plans and specifications.

With the final estimate the Contractor shall furnish to the Construction Administrator a sworn statement listing all unpaid bills and liabilities incurred under this Contract up to and including the date of the estimate. Where there are any bills or liabilities in excess of moneys due under any estimate under this Contract, the Construction Administrator may withhold payment of the estimate pending a satisfactory proof of settlement or adjustment of any excess claims. No final estimate will be approved or passed for payment unless and until the Contractor furnishes satisfactory proof that all bills and liabilities incurred under the Contract are paid in full and complies with the requirements of Section 220-a of the Labor Law.

Acceptance shall be effected as follows: whenever, in the opinion of the Commissioner, the Contractor shall have completely performed the Contract on his part to be performed, the Commissioner shall so certify in writing to the Board of Acquisition and Contract of the County and file such certificate with the said Board, stating therein, in substance that the work has been duly examined by him and that the same has been fully performed and completed in accordance

with the terms of the Contract therefor, and recommending the acceptance thereof. When the Board of Acquisition and Contract by resolution duly adopts, approves and ratifies, the said acceptance shall be complete. No final payment shall be made under this Contract until such certificate of completion and recommendation of acceptance have been approved and ratified by a resolution of said Board of Acquisition and Contract.

Unless otherwise provided for in the contract documents, the Commissioner may take over, use, occupy or operate any part of the Work at any time prior to Final Acceptance upon written notification to the Contractor. The Engineer shall inspect the part of the Work to be taken over, used, occupied or operated, and will furnish the Contractor with a written statement of the Work, if any, that remains to be performed on such part. The Contractor shall not object to, nor interfere with, the Commissioner's decision to exercise the rights granted herein. In the event the Commissioner takes over, uses, occupies or operates any part of the work: (i) the Commissioner shall issue a written determination of Substantial Completion with respect to such part of the Work; and (ii) the Contractor shall be relieved of its absolute obligation to protect such part of the unfinished work in accordance with Article 20 of the General Clauses.

The Commissioner will approve a final estimate for final payment consistent with the authorization of final acceptance from the Board of Acquisition and Contract less previous payments and any and all deductions authorized to be made by the Commissioner under the Contract or law. Payment pursuant to such final estimate less any additional deductions authorized to be made by the Commissioner of Finance under the Contract or law shall constitute the final payment and shall be made by the Commissioner of Finance. If the contract is terminated prior to final acceptance the Commissioner is authorized to prepare a final payment as otherwise authorized by the Board of Acquisition and Contract subject to the above noted adjustments.

Upon the completion and acceptance of this Contract by the Board of Acquisition and Contract, as aforesaid, the Commissioner shall proceed with all reasonable diligence to ascertain from actual measurements the whole amount of work done by the Contractor, and also the value of such work under and according to the terms of this Contract, and thereupon make out in writing a final estimate therefor.

After the completion and acceptance as herein above-mentioned, the Commissioner of Public Works shall file with the Commissioner of Finance of the County of Westchester the original verified certificate, claim voucher and the certification required by Section 220-a of the Labor Law, together with a certified copy of the resolution of approval and ratification of the Board of Acquisition and Contract of the said verified certificate and claim voucher and the resolution of acceptance of completion.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties to this Contract that the Contractor will accept the unit prices named in the proposal for all additions to or deductions from the original quantities as given in the specifications. It is agreed that the Commissioner will make estimates of the value for the work completed as provided in the specifications and the final estimate will be made accordingly.

The Contractor further agrees that if at any time before or within thirty days after the whole of the work herein agreed to be performed has been completed and accepted any person or persons claiming to have performed any labor or furnished any material towards the performance and completion of this contract shall file with the proper officials any such notice as is described in the Lien Law, or any other act of the Legislature of the State of New York, the Contractor shall cause such Lien to be discharged of record. Otherwise and in every case and until the Lien is discharge of record the County shall retain, anything herein to the contrary notwithstanding, from the moneys under its control and due or to grow due under this Contract the sum of one hundred fifty (150%) percent of the amount of such Lien, unless otherwise authorized to withhold a larger amount. The Contractor further agrees to pay the County upon demand the costs, including but not limited to attorney's fees, incurred by the County in any action(s) brought to foreclose or otherwise enforce said Lien.

The Contractor covenants and agrees to commence the work embraced in this Contract within Ten [10] calendar days after service upon him, by the Commissioner, of written notice instructing him to begin the work and shall complete the same in all respects within _____ consecutive calendar days computed from the date of such Notice to Commence.

It is further understood and agreed by the parties hereto that the time of completion is of the essence of this Contract.

It is further understood and agreed by the Contractor that before entering upon the performance of this Contract it shall have approved by the County Attorney the Bond required to be furnished by it in the sum of-----
[\$ _____] conditioned for the faithful performance of the work.

The Contractor hereby covenants and agrees to observe the plans, specifications and directions of the Commissioner in the doing of the work provided for under this Contract and to furnish the necessary materials and implements required therefore and to remove condemned material and rubbish as provided by plans and specifications and to employ a competent and sufficient force of workmen to complete the work of this improvement within the time specified. Should the Contractor at any time become insolvent, make an assignment for the benefit of creditors, abandon the Work, reduce its working force to a number which, if maintained, would be insufficient, in the sole opinion of the Commissioner, to complete the Work in accordance with the approved progress schedule; sublet, assign or otherwise dispose of this Contract other than as permitted elsewhere herein, refuse or neglect to supply a sufficiency of properly skilled workmen, or of material of the proper quantity or fail in any respect to prosecute the work with promptness and diligence, or fail in any other way in the performance of any of the agreements herein contained; all the foregoing being deemed acts of default, and such default being certified by the Commissioner, the County of Westchester, acting by the Board of Acquisition and Contract, shall be at liberty after five days written notice to the Contractor to provide any such labor or materials, use any and all sums due or to become due to the Contractor under this Contract, to pay for such labor and material, and if the Commissioner shall certify that such default is sufficient ground for such action, the County of Westchester acting by the Board of Acquisition and Contract, shall also be at liberty to terminate the employment of the Contractor for the said work and to enter upon the premises and take possession for the purpose of completing the work included under this Contract of all materials, tools and appliances thereon

and to employ any other person or persons to finish the work and provide the materials therefore. Upon the Contractor's receipt of a notice from the County the Contractor shall immediately discontinue all further operations under this Contract. In case of such termination, the Contractor shall not be entitled to receive any further payment under this Contract until the said work shall be wholly finished, at which time if the unpaid balance of the amount to be paid under this Contract shall exceed the reasonable value of the work performed and the material furnished or the total costs therefor, whichever is greater, in finishing the work, such excess shall be paid by the County of Westchester to the Contractor, but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the County.

The expense incurred by the County and the total costs as herein provided either for furnishing materials or for finishing the work and any damage incurred through such default shall be certified by the Commissioner whose certificate thereof shall be final and conclusive upon the parties and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules.

In case the County shall declare the Contractor in default as to a part of the work only, the Contractor shall immediately discontinue such part, shall continue performing the remainder of the Work in strict conformity with the terms of the Contract.

In completing the whole or any part of the Work under the provisions of this Contract, the Commissioner shall have the power to depart from or change or vary the terms and provisions of this Contract. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Commissioner's certification of the cost of completion referred to above, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for his default or partial default.

In addition to termination as provided for above, the County may terminate this Contract for the convenience of the County by written notice to the Contractor from the Commissioner. In such event and upon receipt of such notice the Contractor shall stop work on the date specified in the notice; take such actions as may be necessary to protect and preserve the County's materials and property; cancel all cancelable orders for material and equipment; assign to the County and deliver to the jobsite or any other location designated by the Commissioner any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Contract and which has been specifically fabricated for the sole purpose of this Contract and not incorporated in the Work; and take no action that will increase the amounts payable by the County under this Contract.

In the event the contract is cancelled for the convenience of the County the following provisions shall apply:

- (a) For Work completed prior to the notice of termination, the Contractor shall be paid the fair and reasonable value of its work determined by the pro rata portion of the lump sum bid amount based upon the percent completion of the Work as of the date of termination as determined by the Commissioner, plus work completed pursuant to approved change orders, less amounts

previously paid. For purposes of determining the pro rata portion of the lump sum bid amount to which the Contractor is entitled, the Contractor's approved bid breakdown pursuant to Article 21 of the Information for Bidders shall be considered but shall not be dispositive as to the fair and reasonable value.

- (b) For non-cancelable material and equipment that is not capable of use except in the performance of this Contract and which has been specifically fabricated for the sole purpose of this Contract, but not yet incorporated in the Work, the Contractor shall be paid the fair and reasonable value thereof as determined by the Commissioner, but not more than the Contractor's cost for such material and equipment, plus an additional sum of two (2%) percent of such fair and reasonable value.
- (c) In the event the County terminates a lump sum Contract for convenience within thirty (30) days after the Contractor has received the Notice of Award from the County, the Contractor shall be paid one (1%) percent of the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to (a) and (b).
- (d) On all unit price Contracts, or on unit price items in a Contract, the County will pay the Contractor the sum of (e) and (f) below, less all payments previously made pursuant to this Contract:
- (e) For all completed units, the unit price stated in the Contract, and
- (f) For units that have been ordered but are only partially completed, the Contractor will be paid (i) a pro rata portion of the unit price as stated in the Contract based upon the percent completion of the unit as determined by the Commissioner and (ii) for non-cancelable material and equipment, payment will be made pursuant to (b), above.
- (g) The Commissioner's determination(s) hereunder shall be final, binding and conclusive and subject to review only pursuant to Article 78 of the New York Civil Practice Law and Rules.
- (h) The County shall not be liable to the Contractor for any payment or claim if the termination for convenience results in a reduction of thirty (30%) percent or less of the original contract price as bid.

On all Contracts or items in a Contract where time and material records are specified as the basis for payment of the Work, the Contractor shall be paid in accordance with Article 29 of the General Clauses, less all payments previously made pursuant to this Contract.

In no event shall any payments made pursuant to a termination for convenience exceed the Contract price for such items, either individually or collectively.

All payments made pursuant to a termination for convenience shall be in the nature of liquidated damages and shall be accepted by the Contractor in full satisfaction of all claims against the County.

The County may deduct or set off against any sums due and payable arising from a termination for convenience, any claims it may have against the Contractor.

In the event the County terminates the Contractor for default and it is subsequently determined that the Contractor was not in default, said termination shall automatically be converted for all purposes into a termination for convenience.

It is further understood and agreed between the parties hereto that no certificate given or payment made under this Contract, except the final certificate or final payment shall be conclusive evidence of the performance of this Contract either wholly or in part and that no payment shall be construed to be an acceptance of defective work or improper materials. If the Contractor shall fail to replace any defective work or materials, the County may cause such defective materials to be removed and defective work to be replaced and the expense thereof shall be deducted from the amount to be paid the Contractor.

Anything to the contrary in the preceding paragraph notwithstanding, the Contractor is responsible for the repair of defects in materials and workmanship for a period of one year from the date of final acceptance of the work by the Board of Acquisition and Contract, unless a longer term is specified in the specifications.

The Contractor further agrees not to assign, transfer, convey, sublet or otherwise dispose of this Contract, or its right, title or interest in or to the same, or any part hereof without the previous consent in writing of the Board of Acquisition and Contract of the County. Before a Subcontractor shall proceed with any work, the Commissioner must first recommend and the Board of Acquisition and Contract must approve the use of the Subcontractor on this Contract. If a Subcontractor is not approved it may not work on this Contract. The Contractor specifically waives any claim due to the failure or refusal of the Commissioner or the Board of Acquisition and Contract to approve said Subcontractor.

The Contractor agrees to hold himself responsible for any claims made against the County for any infringement of patents by the use of patented articles in the construction and completion of the work or any process connected with the work agreed to be performed under this Contract or of any material used upon the said work, and shall indemnify and save harmless the County for the costs, expenses and damages which the County may be obligated to pay by reason of any infringement of patents used in the construction and completion of the work.

The parties hereto agree that no laborer, workman or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. No such person shall be so employed more than eight hours in any day or more than five days in any one week except in such emergency. Time lost in any week because of inclement weather by employees engaged in

the construction, reconstruction and maintenance of highways outside of the limits of cities and villages may be made up during that week and/or the succeeding three weeks.

The Contractor further agrees to erect and maintain during construction all necessary guards, rails and signals to prevent accidents to persons, vehicles or to the adjoining property and also agrees to use all necessary precautions in blasting and that he will indemnify and save the County of Westchester harmless from all suits and actions of any kind and nature whatsoever from or on account of the construction of said work.

It is further understood and agreed by the parties hereto that should any dispute arise respecting the true construction, interpretation or meaning of the Contract plans, specifications or conditions herein, or the measurements for the payment thereunder, same shall be referred to and decided by the said Commissioner and his decision thereon shall be final and conclusive upon the parties thereto and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules. This provision shall also apply to the true value of and duly authorized extra work or any work permitted by agreement in case any work shall be ordered performed, or any work called for shall be so omitted under and upon the direction of said Commissioner.

The Contractor by the submitting of bids and execution of this Contract hereby covenants and agrees that he has examined the plans, specifications and the site work, as to local conditions, difficulties and accuracy of approximate estimate of quantities and does hereby further covenant and agree that he will not make any claim for damages by reason of any such local conditions, difficulties or variation of approximate estimate of quantities.

The Contractor represents and warrants to the County with the knowledge and expectation that this warranty will be relied upon by the County that it is not now participating and has not at any time participated, either directly or through any substantially owned or affiliated person, firm, partnership or corporation, in an international boycott in violation of the provisions of United States Export Administration Act of 1969, 50 USC 2401 et seq. or the regulations promulgated thereunder.

The Contractor further warrants and represents that it is financially solvent, and sufficiently experienced and competent to perform the work and that the facts provided by it to the County in its bid and supporting documents, and contract documents are true and correct in all respects.

This Contract shall become void and any rights of the Contractor hereunder shall be forfeited if, subsequent to the execution hereof, the Contractor is convicted of a violation of the provision of the United States Export Administration Act of 1969, 50 USC 2401 et seq. as amended or has been found upon the final determination of the United States Commerce Department or any other appropriate agency of the United States or the State of New York to have violated such act or regulations.

If the Contractor, any officer, director, or any party holding a controlling interest (defined as five (5%) percent or more, or in the case of a corporation, any stockholder owning five (5%) percent or more of the outstanding shares) is convicted of a crime (excluding Class B and

Unclassified Misdemeanors as defined under the New York State Penal Law and their equivalent in any city, state or under Federal law related to the type of services or activities which are the subject matter of this Contract) or if a related or affiliated company, partnership or corporation is convicted of a crime (excluding Class B and Unclassified Misdemeanors as defined above) after this Contract is fully executed, the County shall have the right to terminate this Agreement immediately and without penalty. An "affiliated company" as used herein means any affiliate which is a partnership, corporation, proprietorship, association or other entity (i) in which a 50% or greater ownership interest (as defined below) is directly or indirectly held by the Contractor or any of its management personnel (as defined below) or directors, (ii) which directly or indirectly holds 50% or more of the ownership interest in the Contractor, (iii) in which an aggregate 20% or greater ownership interest is directly or indirectly held by one or more shareholders (or partners or proprietors, in the case of a partnership or proprietorship) which or who in the aggregate hold a 20% or greater ownership interest in the Contractor, or (iv) which, whether by Contract or otherwise, directly or indirectly controls, is controlled by or is under common control with the Contractor. An "ownership interest" means the ownership, whether legally or beneficially, of the stock of or assets employed by a corporation, of a partnership interest in or assets employed by a partnership or of a similar interest in or assets employed by any other entity. "Management personnel" means executive officers and all other persons, whether or not officers or employees, who perform policy-making functions similar to those of executive officers.

The Contractor represents that at the time of execution of this Contract, no individual or entity, as described above, has been convicted of a crime during the five (5) year period preceding the execution of this Contract.

The parties hereto recognize that it is the goal of Westchester County to use its best efforts to encourage, promote and increase participation of business enterprises owned and controlled by persons of color or women (MBE/WBE) in contracts or projects funded by all Departments of the County and to effectively and efficiently monitor such participation. Therefore, the Contractor agrees to complete the MBE/WBE Questionnaire, which is attached hereto as Schedule "A," in furtherance of this goal and in accordance with Local Law No. 27-1997.

It is recognized and understood by the parties that this Contract is subject to appropriation by the Westchester County Board of Legislators. The County shall have no liability under this Contract beyond the funds, if any, that are appropriated and available for payment of the amounts due under this Contract. Notwithstanding the foregoing, the County will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which payments under this Contract may be made.

The parties hereto for themselves, their legal representatives, successors and assigns, expressly agree that any legal action or proceeding that may arise out of or relating to this Contract shall be brought and maintained only in the courts of the State of New York ("New York State Court") located in the County of Westchester. With respect to any action between the County and Contractor in New York State Court, the Contractor hereby expressly waives and relinquishes any rights it may otherwise have (i) to move to dismiss on grounds of *forum non*

conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside of Westchester County.

This Contract and its terms, covenants, obligations, conditions and provisions shall be binding upon all the parties hereto, their legal representatives, successors and assigns.

SAMPLE

This Contract shall not be enforceable until it is signed by all parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, THE COUNTY OF WESTCHESTER pursuant to law by:

_____ its **Commissioner** _____

and the CONTRACTOR:

By: _____ its _____
(Type or Print Name) (Title)

THE COUNTY OF WESTCHESTER:

By: _____
Commissioner

CONTRACTOR:

By: _____
(Signature)

ATTEST:

(SEAL)

By: _____
(Signature)

Recommended:

Deputy Commissioner of Public Works

Approved as to form and manner of execution
this ____ day of _____, 200__

County Attorney

CONTRACTOR'S ACKNOWLEDGMENT
(If Corporation)

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

On this ____ day of _____, 200__, before me personally came _____ to me known, and known to me to be the _____ of _____, the Corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that the said _____ resides at _____ and that he/she is the _____ of said Corporation and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation and, if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed with the Secretary of State of the State of New York.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT
(If Individual)

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

On this ____ day of _____, 200__, before me personally came _____ to me known, and known to me to be the same person described in and who executed the within instrument and duly acknowledged to me that he/she executed the same for the purpose herein mentioned and, if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed with the County Clerk of Westchester County.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT
(If Co-Partnership)

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

On this ____ day of _____, 200__, before me personally came _____ to me known, and known to me to be a member of the firm of _____ and the person described in, and who executed the within instrument in behalf of said firm, and he/she acknowledged to me that he/she executed the same in behalf of, and as the act of said firm for the purposes herein mentioned and, if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed with the County Clerk of Westchester County.

Notary Public

CERTIFICATE OF AUTHORITY

I, _____
(Officer other than officer signing contract)

certify that I am _____ of
(Title)

the _____
(Name of Corporation)

organized and in good standing under the _____
(Law under which organized)

named in the foregoing agreement; that _____
(Person executing agreement)

who signed said agreement on behalf of the Contractor was, at the time of execution the
_____ of the Corporation; that said agreement was duly
(Title of such person)

signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto
duly authorized and is in full force and effect at the date hereof.

(Signature)

(SEAL)

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

On this ____ day of _____, 200__, before me personally came
_____ to me known, and known to me to be the
_____ of _____,
the Corporation described in and which executed the above certificate, who being by me duly
sworn did depose and say that the said _____ resides at
_____ and that he/she is
_____ of said Corporation and knows the Corporate Seal of the said
Corporation; that the seal affixed to the above certificate is such Corporate Seal and was so
affixed by order of the Board of Directors of said Corporation, and that he/she signed his/her
name thereto by like order.

Notary Public

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

Notary Public

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we

(hereinafter called the "Principal"), and the _____

_____ a Corporation created and existing under the laws of the State of _____

and having its principal office at _____
in the City of _____ (hereinafter called the "Surety"), are held and
firmly bound unto The County of Westchester (hereinafter called the "Obligee") in the penal sum
of-----**DOLLARS**-----**AND**-----/100-----
--[\$]

lawful money of the United States of America, for the payment of which, well and truly
to be made, the said Principal binds itself, (himself, themselves) and its (his, their) successors
and assigns, and the said Surety binds itself and its successors and assigns, all jointly and
severally, firmly by these presents. Said penal sum shall apply separately and independently, in
its total amount, to the payment provision and the performance provision of this Bond shall not
reduce or limit the right of the Obligee to recover under the other said provision.

Signed, sealed and dated this _____ day of _____, 200__.

WHEREAS, said Principal has entered into a certain written contract with said Obligee, dated
this _____ day of _____, 200__, (hereinafter called the "Contract")

For ----**CONTRACT #** _____ a copy of which Contract is hereto annexed and
hereby made a part of this bond as if herein set forth in full.

NOW THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, if the said Principal, and its (his, their) successors or assigns, or any or either of them shall,

(1) well and truly and in good, sufficient and workmanlike manner, perform or cause to be performed such Contract, and any amendment or extension of or addition thereto, and each and every of the covenants, promises, agreements and provisions therein stipulated and contained to be performed by said Principal, and complete the same within the period therein mentioned, and in each and every respect, comply with the conditions therein mentioned to be complied with by said Principal, and fully indemnify and save harmless the Obligee from all costs and damages which it may suffer by reason of failure so to do and fully reimburse and repay the Obligee all outlay and expense which it may incur in making good any such default, and

(2) also pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons by agents, servants or employees of the Principal, and of its (his, their) successors or assigns, or any Subcontractor or of any assignee thereof, including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Principal, or its (his, their) successors or assigns, or any Subcontractor or any designee thereof, and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and further, shall pay or cause to be paid all lawful claims of Subcontractors and of materialmen and other third persons out of or in connection with said Contract and the work, labor, services, supplies and material furnished in and about the performance and completion thereof, then these obligations shall be null and void, otherwise they shall remain in full force and effect.

PROVIDED, however, that this bond is subject to the following additional conditions and limitations:

- (a) All persons who have performed labor or rendered services, as aforesaid, all Subcontractors, and all persons, firms, corporations, including materialmen and third persons, as aforesaid, furnishing work, labor, services, supplies and material under or in connection with said Contract or in or about the performance and completion thereof, shall have a direct right of action (subject to the prior right of the Obligee under any claim which it may assert against the Principal or its (his, their) successors and assigns, and/or the Surety and its successors and assigns) against the Principal and its (his, their) successors and assigns on this bond, which right of action shall be asserted in proceedings instituted in the State in which such work, labor, services, supplies or material was performed, rendered or furnished or where work, labor, services, supplies or material has been performed, rendered or furnished, as aforesaid, in more than one State, than in any such State. Insofar as permitted by the laws of such State, said right of action shall be asserted in a proceeding instituted in the name of Obligee to the use and benefit of the person, firm or corporation instituting such action and of all other persons, firms and corporations having claims hereunder, and any other person, firm or corporation having a claim hereunder shall have the

right to be made a party to such proceedings (but not later than twelve months after the performance of said Contract and final settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon. Prior to the institution of such a proceeding by a person, firm or corporation in the name of the Obligee, as aforesaid, such person, firm or corporation shall furnish the Obligee with a Bond of Indemnity for costs, which Bond shall be in an amount satisfactory to the Obligee.

- (b) The Surety or its successors or assigns shall not be liable hereunder for any damages or compensation recoverable under any worker's compensation or employer's liability statute.
- (c) In no event shall the Surety or its successors or assigns be liable under either the foregoing clause (1) or the foregoing clause (2) for a greater sum than the penalty of this Bond provided; however, that said penalty is separately applicable, in its total amount to each of the foregoing clauses (1) and (2), or subject to any suit, action or proceeding hereon that is instituted by any person, firm or corporation under the provisions of the above section (a) later than twelve months after the complete performance of said Contract and final settlement thereof.

The Principal, for itself (himself, themselves) and its (his, their) successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objections that might be interposed as to the right of the Obligee to require a Bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including Subcontractors, materialmen, and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the said Obligee to require the foregoing provision to be placed in this Bond.

And Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of said Surety and of its successors and assigns and this Bond shall in no way be impaired or affected by an extension of time, modification, omission, addition or change in or to the said Contract or the work to be performed thereunder, or by any payment thereunder, before the time required therein, or by any waiver of any provision thereof, or by an assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety, for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to (executors, administrators), successors, assigns, Subcontractors, and other transferees, shall have the same effect as to said Surety and its successors and assigns, as though done or omitted to be done by and in relation to said Principal.

And Surety, for value received, hereby stipulates and agrees, if requested to do so by Obligee, to fully perform and complete the work to be performed under the Contract, pursuant to the terms, conditions and covenants thereof, if for any cause, the Principal fails or neglects to so

fully perform and complete such Work. The Surety further agrees to commence such Work of Completion within twenty-five (25) calendar days after written notice thereof from the Oblige, and to complete such Work within twenty-five (25) calendar days from the expiration of the time allowed the Principal in the Contract for the completion of such Work.

WITNESSETH our hands and seals this ____ day of _____, 200__.

PRINCIPAL:

By: _____

(Signature)

(SEAL)

ATTEST:

(Surety)

By: _____

(Signature)

(SEAL)

ATTEST:

If the Contractor (Principal) is a partnership, the Bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a Corporation, the Bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the Contract.

Each executed Bond should be accompanied by:

- (a) appropriate acknowledgments of the respective parties;
- (b) appropriate duly certified copy of Power of Attorney or other Certificate of Authority where Bond is executed by agent, officer or other representative of Principal or Surety;
- (c) a duly certified extract from By-laws or resolutions of Surety under which Power of Attorney or other Certificate of Authority of its agent, officer or representative was issued, and
- (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

BOND

BOND

CONTRACTOR'S ACKNOWLEDGMENT
(If Corporation)

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

On this ____ day of _____, 200__, before me personally came _____ to me known, and known to me to be the _____ of _____, the Corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that the said _____ resides at _____ and that he/she is the _____ of said Corporation and knows the Corporate Seal of the said Corporation; that the seal affixed to the within instrument is such Corporate Seal and that it was so affixed by order of the Board of Directors of said Corporation and that he/she signed his/her name thereto by like order.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT
(If Individual)

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

On this ____ day of _____, 200__, before me personally came _____ to me known, and known to me to be the same person described in and who executed the within instrument and he/she duly acknowledged to me that he/she executed the same for the purpose herein mentioned.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT
(If Co-Partnership)

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

On this ____ day of _____, 200__, before me personally came _____ to me known, and known to me to be a member of the firm of _____ and the person described in, and who executed the within instrument in behalf of said firm, and acknowledged to me that he/she executed the same in behalf of, and as the act of said firm for the purposes herein mentioned.

Notary Public



SCHEDULE OF HOURLY RATES
AND SUPPLEMENTS

DEPARTMENT OF PUBLIC WORKS

Division of Engineering



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Westchester County DPWT

Yolanda Spraggins, Secretary II
148 Martine Avenue, Rm 518
White Plains NY 10601

Schedule Year 2023 through 2024
Date Requested 09/05/2023
PRC# 2023010609

Location Central Maintenance Facility
Project ID# 21-540
Project Type Demo, removal, and replacement of roof and insulation.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2023 through June 2024. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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

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

Payrolls and Payroll Records

Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Westchester County DPWT

Yolanda Spraggins, Secretary II
148 Martine Avenue, Rm 518
White Plains NY 10601

Schedule Year 2023 through 2024
Date Requested 09/05/2023
PRC# 2023010609

Location Central Maintenance Facility
Project ID# 21-540
Project Type Demo, removal, and replacement of roof and insulation.

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

| | | |
|---|--|------------|
| Federal Employer Identification Number: _____ | | |
| Name: _____ | | |
| Address: _____ _____ | | |
| City: _____ | State: _____ | Zip: _____ |
| Amount of Contract: \$ _____ | Contract Type: | |
| Approximate Starting Date: ____/____/____ | <input type="checkbox"/> (01) General Construction | |
| Approximate Completion Date: ____/____/____ | <input type="checkbox"/> (02) Heating/Ventilation | |
| | <input type="checkbox"/> (03) Electrical | |
| | <input type="checkbox"/> (04) Plumbing | |
| | <input type="checkbox"/> (05) Other : _____ | |

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

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

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, <https://dol.ny.gov/public-work-and-prevailing-wage>

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

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

Effective June 23, 2020

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

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



Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:
You are Covered by the Construction Industry Fair Play Act**

The law says that you are an employee unless:

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

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

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

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

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

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

Employer Name:

IA 999 (09/16)



Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of
the Labor Laws
of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
<https://dol.ny.gov/bureau-public-work>



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

| | | | |
|---------------|----------------|--------------|----------------|
| Albany | (518) 457-2744 | Patchogue | (631) 687-4882 |
| Binghamton | (607) 721-8005 | Rochester | (585) 258-4505 |
| Buffalo | (716) 847-7159 | Syracuse | (315) 428-4056 |
| Garden City | (516) 228-3915 | Utica | (315) 793-2314 |
| New York City | (212) 932-2419 | White Plains | (914) 997-9507 |
| Newburgh | (845) 568-5287 | | |

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

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

Apprentice Training Ratios

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

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

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

| Title (Trade) | Ratio |
|--|---------|
| Boilermaker (Construction) | 1:1,1:4 |
| Boilermaker (Shop) | 1:1,1:3 |
| Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder) | 1:1,1:4 |
| Carpenter (Residential) | 1:1,1:3 |
| Electrical (Outside) Lineman | 1:1,1:2 |
| Electrician (Inside) | 1:1,1:3 |
| Elevator/Escalator Construction & Modernizer | 1:1,1:2 |
| Glazier | 1:1,1:3 |
| Insulation & Asbestos Worker | 1:1,1:3 |
| Iron Worker | 1:1,1:4 |
| Laborer | 1:1,1:3 |
| Mason | 1:1,1:4 |
| Millwright | 1:1,1:4 |
| Op Engineer | 1:1,1:5 |
| Painter | 1:1,1:3 |
| Plumber & Steamfitter | 1:1,1:3 |
| Roofer | 1:1,1:2 |
| Sheet Metal Worker | 1:1,1:3 |
| Sprinkler Fitter | 1:1,1:2 |

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

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

| District Office Locations: | Telephone # | FAX # |
|--|--------------|--------------|
| Bureau of Public Work - Albany | 518-457-2744 | 518-485-0240 |
| Bureau of Public Work - Binghamton | 607-721-8005 | 607-721-8004 |
| Bureau of Public Work - Buffalo | 716-847-7159 | 716-847-7650 |
| Bureau of Public Work - Garden City | 516-228-3915 | 516-794-3518 |
| Bureau of Public Work - Newburgh | 845-568-5287 | 845-568-5332 |
| Bureau of Public Work - New York City | 212-932-2419 | 212-775-3579 |
| Bureau of Public Work - Patchogue | 631-687-4882 | 631-687-4902 |
| Bureau of Public Work - Rochester | 585-258-4505 | 585-258-4708 |
| Bureau of Public Work - Syracuse | 315-428-4056 | 315-428-4671 |
| Bureau of Public Work - Utica | 315-793-2314 | 315-793-2514 |
| Bureau of Public Work - White Plains | 914-997-9507 | 914-997-9523 |
| Bureau of Public Work - Central Office | 518-457-5589 | 518-485-1870 |

Westchester County General Construction

Boilermaker

10/01/2023

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

| Per Hour: | 07/01/2023 | 01/01/2024 |
|-----------------------|------------|------------|
| Boilermaker | \$ 65.88 | \$ 67.38 |
| Repairs & Renovations | 65.88 | 67.38 |

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS

Per Hour:

| | | |
|-----------------------|-----------------|-----------------|
| Boilermaker | 33.5% of hourly | 33.5% of Hourly |
| Repair \$ Renovations | Wage Paid | Wage Paid |
| | + \$ 26.49 | + \$26.85 |

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

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY

See (*B, O, **U) on OVERTIME PAGE

Note:* Includes 9th & 10th hours, double for 11th or more.

** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(1/2) Year Terms at the following percentage of Boilermaker's Wage

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

Supplemental Benefits Per Hour:

| Apprentice(s) | 33.5% of Hourly Wage Paid Plus Amount Below | 33.5% of Hourly Wage Paid Plus Amount Below |
|---------------|---|---|
| 1st Term | \$ 20.12 | \$ 20.36 |
| 2nd Term | 21.03 | 21.28 |
| 3rd Term | 21.95 | 22.22 |
| 4th Term | 22.83 | 23.12 |
| 5th Term | 23.76 | 24.07 |
| 6th Term | 24.67 | 25.00 |
| 7th Term | 25.58 | 25.93 |

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

4-5

Carpenter

10/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2023

| | |
|-------------|---------------------|
| Piledriver | \$ 59.16 + 9.79* |
| Dockbuilder | \$ 59.16 + 9.79* |

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

| | |
|---------------|----------|
| Journeyworker | \$ 45.34 |
|---------------|----------|

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

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

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

| 1st | 2nd | 3rd | 4th |
|---------|---------|---------|---------|
| \$25.60 | \$31.20 | \$39.58 | \$47.97 |
| + 5.30* | + 5.30* | + 5.30* | + 5.30* |

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All Terms: \$ 31.83

8-1556 Db

Carpenter

10/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2023

Carpet/Resilient

| | |
|---------------|---------------------|
| Floor Coverer | \$ 55.05 + 8.25* |
|---------------|---------------------|

*This portion is not subject to overtime premiums

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 39.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

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

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

| 1st | 2nd | 3rd | 4th |
|----------|----------|----------|----------|
| \$ 25.20 | \$ 28.20 | \$ 32.45 | \$ 40.33 |

+ 1.85* + 2.35* + 2.85* + 3.85*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

| 1st | 2nd | 3rd | 4th |
|----------|----------|----------|----------|
| \$ 15.22 | \$ 16.22 | \$ 19.32 | \$ 20.32 |

8-2287

Carpenter**10/01/2023**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2023

Marine Construction:

Marine Diver \$ 74.03
+ 9.79*

Marine Tender \$ 53.57
+ 9.79*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 45.34

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

| | |
|----------|---------------------|
| 1st year | \$ 25.60 + 5.30* |
| 2nd year | 31.20 + 5.30* |
| 3rd year | 39.58 + 5.30* |
| 4th year | 47.97 + 5.05* |

*This portion is not subject to overtime premiums

Supplemental Benefits

Per Hour:

All terms \$ 31.83

8-1456MC

Carpenter**10/01/2023**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2023

Building
Millwright \$ 58.70
 + 12.62*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 44.31

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

| | | | |
|---------|---------|---------|----------|
| 1st. | 2nd. | 3rd. | 4th. |
| \$31.74 | \$37.19 | \$42.64 | \$53.54 |
| + 6.75* | + 7.92* | + 9.09* | + 11.43* |

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

One (1) year terms:

| | | | |
|---------|---------|---------|---------|
| 1st. | 2nd. | 3rd. | 4th. |
| \$29.81 | \$32.34 | \$35.52 | \$39.94 |

8-740.1

Carpenter

10/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2023

Timberman \$ 54.05
 + 10.26*

*This portion not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2023

\$ 44.55

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

| | | | |
|---------|---------|---------|---------|
| 1st | 2nd | 3rd | 4th |
| \$23.42 | \$28.53 | \$36.18 | \$43.84 |
| + 5.55* | + 5.55* | + 5.55* | + 5.55* |

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All terms \$ 31.54

8-1556 Tm

Carpenter

10/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

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

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

WAGES

Per hour: 07/01/2023

Core Drilling:

Driller \$ 43.88
+ 2.50*

Driller Helper \$ 34.47
+ 2.50*

Note: Hazardous Waste Pay Differential:

For Level C, an additional 15% above wage rate per hour

For Level B, an additional 15% above wage rate per hour

For Level A, an additional 15% above wage rate per hour

Note: When required to work on water: an additional \$ 3.00 per hour.

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 28.85

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway

10/01/2023

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

WAGES

WAGES:(per hour)

Applies to CAPRENTER BUILDING/HEAVY & HIGHWAY/TUNNEL:

| | 07/01/2023 | 07/01/2024 Additional | 07/01/2025 Additional | 07/01/2026 Additional |
|-----------|----------------------|--------------------------|--------------------------|--------------------------|
| Base Wage | \$ 39.80 +\$6.71* | \$ 1.25** | \$ 1.25** | \$ 1.25** |

*For all hours paid straight or premium.

**To be allocated at a later date.

SHIFT DIFFERENTIAL: When it is mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of wage plus applicable benefits.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 33.22

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE.

- Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

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

Overtime: See (5, 6) on HOLIDAY PAGE

- Holidays that fall on Sunday will be observed Monday

- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay

- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

REGISTERED APPRENTICES

1 year terms at the following wage rates:

| 1st | 2nd | 3rd | 4th | 5th |
|----------|----------|----------|----------|----------|
| \$ 19.90 | \$ 23.88 | \$ 25.87 | \$ 27.86 | \$ 31.84 |
| +3.58* | +3.58* | +3.58* | +3.58* | +3.58* |

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.27

11-279.1B/HH

Electrician

10/01/2023

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2023 03/07/2024

Service Technician \$ 36.40 \$ 37.40

Service and Maintenance on Alarm and Security Systems.

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 21.07 \$ 21.85

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

9-3H

Electrician

10/01/2023

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

Per hour: 07/01/2023 04/18/2024 04/17/2025

*Electrician/A-Technician \$ 55.75 \$ 56.75 \$ 58.75

| | | | |
|----------|-------|-------|-------|
| Teledata | 55.75 | 56.75 | 58.75 |
|----------|-------|-------|-------|

*All new installations of wiring, conduit, junction boxes and light fixtures for projects with a base bid of more than \$325,000. For projects with a base bid of \$325,000 or less, see Maintenance and Repair rates.

Note: On a job where employees are required to work on bridges over navigable waters, transmission towers, light poles, bosun chairs, swinging scaffolds, etc. 40 feet or more above the water or ground or under compressed air, or tunnel projects under construction or where assisted breathing apparatus is required, they will be paid at the rate of time and one-half for such work except on normal pole line or building construction work.

SUPPLEMENTAL BENEFITS

Per hour:

| | | | |
|---------------|----------|---------|---------|
| Journeyworker | \$ 56.26 | \$59.39 | \$61.09 |
|---------------|----------|---------|---------|

OVERTIME PAY

See (A, G, *J, P) on OVERTIME PAGE

*NOTE: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

| | 07/01/2023 | 04/18/2024 | 04/17/2025 |
|------------------|------------|------------|------------|
| 1st term | \$ 16.00 | \$16.00 | \$16.00 |
| 2nd term | 17.00 | 17.00 | 17.00 |
| 3rd term | 19.00 | 19.00 | 19.00 |
| 4th term | 21.00 | 21.00 | 21.00 |
| MIJ 1-12 months | 26.50 | 26.50 | 26.50 |
| MIJ 13-18 months | 30.00 | 30.00 | 30.00 |

Supplemental Benefits per hour:

| | 07/01/2023 | 04/18/2024 | 04/17/2025 |
|------------------|------------|------------|------------|
| 1st term | \$ 11.63 | \$ 12.40 | \$ 12.72 |
| 2nd term | 14.30 | 15.07 | 15.89 |
| 3rd term | 15.62 | 16.40 | 17.23 |
| 4th term | 16.95 | 17.73 | 18.57 |
| MIJ 1-12 months | 13.92 | 15.72 | 15.89 |
| MIJ 13-18 months | 14.33 | 16.17 | 16.29 |

8-3/W

Electrician

10/01/2023

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

Per hour

| | 07/01/2023 | 04/18/2024 | 04/17/2025 |
|----------------|------------|------------|------------|
| Electrician -M | \$ 30.00 | \$ 30.00 | \$ 30.00 |
| H - Telephone | 30.00 | 30.00 | 30.00 |

All work with a base bid amount of \$325,000 or less. Including repairs and /or replacement of defective electrical and teledata equipment, all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls, and washing and cleaning of foregoing fixtures.

*If the project exceeds \$375,000 due to changes in the scope of work, an Electrician/A Technician must be part of the labor ratio.

SUPPLEMENTAL BENEFITS

| | 07/01/2023 | 04/18/2024 | 04/17/2025 |
|---------------|------------|------------|------------|
| Electrician & | | | |
| H - Telephone | \$ 14.33 | \$ 16.17 | \$ 16.29 |

OVERTIME PAY

See (B, G, *J, P) on OVERTIME PAGE

*Note: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Elevator Constructor

10/01/2023

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

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

WAGES

Per hour:

07/01/2023

Elevator Constructor \$ 77.49

Modernization &
Service/Repair \$ 60.89

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor \$ 45.574

Modernization &
Service/Repairs 44.412

OVERTIME PAY

Constructor See (D, M, T) on OVERTIME PAGE.

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

HOLIDAY

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

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

REGISTERED APPRENTICES

WAGES PER HOUR:

*Note: 1st, 2nd, 3rd Terms are based on Average wage of Constructor & Modernization.

Terms 4 thru 9 Based on Journeyman's wage of classification Working in.

6 MONTH TERMS:

| 1st Term* | 2nd & 3rd Term* | 4th & 5th Term | 6th & 7th Term | 8th & 9th Term |
|-----------|-----------------|----------------|----------------|----------------|
| 50% | 50% | 55% | 65% | 75% |

SUPPLEMENTAL BENEFITS

Elevator Constructor

| | |
|----------------|---------|
| 1st Term | \$ 0.00 |
| 2nd & 3rd Term | 36.024 |
| 4th & 5th Term | 36.943 |
| 6th & 7th Term | 38.448 |
| 8th & 9th Term | 39.953 |

Modernization &
Service/Repair

| | |
|----------------|---------|
| 1st Term | \$ 0.00 |
| 2nd & 3rd Term | 35.694 |
| 4th & 5th Term | 36.525 |
| 6th & 7th Term | 37.948 |
| 8th & 9th Term | 39.38 |

Elevator Constructor**10/01/2023****JOB DESCRIPTION** Elevator Constructor**DISTRICT 1****ENTIRE COUNTIES**

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

| | | |
|----------|------------------------------|------------------------------|
| Per Hour | 07/01/2023 | 01/01/2024 |
| Mechanic | \$ 67.35 | \$ 70.15 |
| Helper | 70% of Mechanic Wage Rate | 70% of Mechanic Wage Rate |

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

| | | |
|-------------------|------------|------------|
| Per hour | 07/01/2023 | 01/01/2024 |
| Journeyman/Helper | \$ 37.335* | \$ 37.885* |

(*)Plus 6% of regular hourly if less than 5 years of service. Plus 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

| | | | | |
|---------|---------|--------|--------|--------|
| 0-6 mo* | 6-12 mo | 2nd yr | 3rd yr | 4th yr |
| 50 % | 55 % | 65 % | 70 % | 80 % |

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

1-138

Glazier**10/01/2023****JOB DESCRIPTION** Glazier**DISTRICT 8****ENTIRE COUNTIES**

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

WAGES

| | |
|----------------------------------|-----------|
| Per hour: | 7/01/2023 |
| Glazier & Glass Tinting \$ 61.64 | |
| *Scaffolding | 65.64 |
| Window Film | |
| **Repair & Maintenance | 30.76 |

*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$184,000.

SUPPLEMENTAL BENEFITS

Per hour: 7/01/2023

Glazier & Glass Tinting \$ 40.20

Window Film
Repair & Maintenance 23.19

OVERTIME PAY

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

For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance'

Paid: See(5, 6, 16, 25)

Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

7/01/2023

1st term \$ 21.93

2nd term 30.05

3rd term 39.95

4th term 48.97

Supplemental Benefits:

(Per hour)

1st term \$ 18.25

2nd term 25.97

3rd term 31.27

4th term 34.32

8-1087 (DC9 NYC)

Insulator - Heat & Frost

10/01/2023

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour: 07/01/2023 06/01/2024

Insulator \$ 59.25 + \$ 2.50

Discomfort &
Additional Training** 62.31 + \$ 2.50

Fire Stop Work* 31.77 + \$ 2.50

* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

**Applies to work requiring; garb or equipment worn against the body not customarily worn by insulators; psychological evaluation ;special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 37.35

Discomfort &
Additional Training 39.39
Fire Stop Work:
Journeyworker 19.03

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

| 1st | 2nd | 3rd | 4th |
|----------|----------|----------|----------|
| \$ 31.77 | \$ 37.26 | \$ 42.76 | \$ 48.26 |

Discomfort & Additional Training Apprentices:

| 1st | 2nd | 3rd | 4th |
|----------|----------|----------|----------|
| \$ 33.30 | \$ 39.09 | \$ 44.90 | \$ 50.71 |

Supplemental Benefits paid per hour:

Insulator Apprentices:

| | |
|----------|----------|
| 1st term | \$ 19.03 |
| 2nd term | 22.69 |
| 3rd term | 26.36 |
| 4th term | 30.03 |

Discomfort & Additional Training Apprentices:

| | |
|----------|----------|
| 1st term | \$ 20.06 |
| 2nd term | 23.92 |
| 3rd term | 27.78 |
| 4th term | 31.66 |

8-91

Ironworker

10/01/2023

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

| Per Hour: | 07/01/2023 | 01/01/2024 |
|-----------------------------|------------|-------------------------|
| Stone Derrickmen Rigger | \$ 72.90 | Additional + \$ 1.64 |
| Stone Handset Derrickman | 70.47 | + \$ 1.11 |

SUPPLEMENTAL BENEFITS

Per hour:

| | |
|-----------------------------|----------|
| Stone Derrickmen Rigger | \$ 43.10 |
| Stone Handset Derrickman | 42.84 |

OVERTIME PAY

See (B, D1, *E, Q, **V) on OVERTIME PAGE

*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

** Benefits same premium as wages on Holidays only

HOLIDAY

Paid: See (18) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

Wage per hour:

Stone Derrickmen Rigger:

| | 1st | 2nd | 3rd | 4th |
|------------|----------|----------|----------|----------|
| 07/01/2023 | \$ 35.90 | \$ 51.53 | \$ 57.32 | \$ 63.11 |

Supplemental Benefits:

Per hour:

| | | | | |
|------------|-------|-------|-------|-------|
| 07/01/2023 | 22.11 | 32.58 | 32.58 | 32.58 |
|------------|-------|-------|-------|-------|

Stone Handset:

1/2 year terms at the following hourly wage rate:

| | 1st | 2nd | 3rd | 4th |
|------------|-------|-------|-------|-------|
| 07/01/2023 | 34.56 | 49.75 | 55.33 | 60.90 |

Supplemental Benefits:

Per hour:

| | | | | |
|------------|-------|-------|-------|-------|
| 07/01/2023 | 22.10 | 32.46 | 32.46 | 32.46 |
|------------|-------|-------|-------|-------|

9-197D/R

Ironworker

10/01/2023

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2023

| | |
|------------------|----------|
| Ornamental | \$ 46.90 |
| Chain Link Fence | 46.90 |
| Guide Rail | 46.90 |

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 63.04

OVERTIME PAY

See (B, B1, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Apprentices Hired after 9/1/18:

1 year terms

| | 07/01/2023 |
|----------|------------|
| 1st Term | \$ 21.13 |
| 2nd Term | 24.77 |
| 3rd Term | 28.40 |
| 4th Term | 32.06 |

Supplemental Benefits per hour:

| | |
|----------|----------|
| 1st Term | \$ 17.90 |
| 2nd Term | 19.15 |
| 3rd Term | 20.41 |
| 4th Term | 21.67 |

4-580-Or

Ironworker

10/01/2023

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:

| | 07/01/2023 | 01/01/2024 | 07/01/2024 |
|-------------|------------|--------------|--------------|
| Ironworker: | | Additional | Additional |
| Structural | \$ 57.20 | \$ 1.75/Hr.* | \$ 1.75/Hr.* |
| Bridges | | | |
| Machinery | | | |

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman \$ 87.35

OVERTIME PAY

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

*NOTE: Benefits are calculated for every hour paid

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

| | |
|-----------|----------|
| 1st | \$ 29.73 |
| 2nd | 30.33 |
| 3rd - 6th | 30.94 |

Supplemental Benefits

PER HOUR PAID:

All Terms \$ 60.69

4-40/361-Str

Ironworker

10/01/2023

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour: 07/01/2023

Reinforcing &
Metal Lathing \$ 56.95

"Base" Wage \$ 55.20
plus \$ 1.75

"Base" Wage is used to calculate overtime hours only.

SUPPLEMENTAL BENEFITS

Per hour:

Reinforcing &
Metal Lathing \$ 42.72

OVERTIME PAY

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

*Only \$23.50 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$ 49.47
Double Time \$ 56.22

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

*Note: Work performed after first 4 Hours.

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

| 1st term | 2nd term | 3rd term | 4th Term |
|----------------------------|-------------|-------------|-------------|
| Wage Per Hour: \$ 22.55 | \$ 28.38 | \$ 34.68 | \$ 37.18 |
| "Base" Wage \$ 21.00 | \$ 26.80 | \$ 33.10 | \$ 35.60 |
| plus \$1.55 | plus \$1.58 | plus \$1.58 | plus \$1.58 |

"Base" Wage is used to calculate overtime hours ONLY.

SUPPLEMENTAL BENEFITS

Per Hour:

| 1st term | 2nd term | 3rd term | 4th Term |
|----------|----------|----------|----------|
| \$ 18.17 | \$ 21.34 | \$ 22.00 | \$ 22.50 |

4-46Reinf

Laborer - Building

10/01/2023

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

| Per hour | 07/01/2023 | 05/01/2024 |
|---|---------------------------|------------|
| Laborer | \$ 40.05 plus \$5.45** | + \$ 2.00 |
| Laborer - Asbestos & Hazardous Materials Removal | \$ 44.50* | + \$ 2.00 |

* Abatement/Removal of:

- Lead based or lead containing paint on materials to be repainted is classified as Painter.
- Asbestos containing roofs and roofing material is classified as Roofer.

** This portion is not subject to overtime premium.

NOTE: Upgrade/Material condition work plan for work performed during non-outage under a wage formula of 90% wage/100% fringe benefits at nuclear power plants.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2023

Journeyworker \$ 30.50

OVERTIME PAY

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

*Note: For Sundays and Holidays worked benefits are at the same premium as wages.

HOLIDAY

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

REGISTERED APPRENTICES

LABORER ONLY

Hourly terms at the following wage:

| Level A 0-1000 | Level B 1001-2000 | Level C 2001-3000 | Level D 3001-4000 |
|-------------------|----------------------|----------------------|----------------------|
| \$ 28.08 | \$ 31.90 | \$ 35.72 | \$ 39.54 |

Supplemental Benefits per hour:

Apprentices
All terms \$ 23.20

8-235/B

Laborer - Heavy&Highway

10/01/2023

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

****PUTNAM: APPLIES TO ALL HEAVY & HIGHWAY WORK EXCLUDING HIGHWAYS, STREETS, AND BRIDGES****

GROUP I: Blaster, Quarry Master, Curbs/Asphalt Screedman, Pipe Jacking and Boring Operations Operator, Qualified Dead Condition Pipe Fuser (B Mechanic)

GROUP II: Burner, Drillers(jumbo, joy, wagon, air track, hydraulic), Drill Operator, Self Contained Rotary Drill, Curbs, Raker, Bar Person, Concrete Finisher.

GROUP III: Pavement Breakers, Jeep Operator, Jack Hammer, Pneumatic Tools (all), Gas Driller, Guniting, Railroad Spike Puller, Pipelayer, Chain Saw, Deck winches on scows, Power Buggy Operator, Power Wheelbarrow Operator, Bar Person Helper, Compressed Air lance, Water Jet Lance.

GROUP IV: Concrete Laborers, Asph. Worker, Rock Scaler, Vibrator Oper., Bit Grinder, Air Tamper, Pumps, Epoxy (adhesives, fillers and troweled on), Barco Rammer, Concrete Grinder, Crack Router Operator, Guide Rail-digging holes and placing concrete and demolition when not to be replaced, distribution of materials and tightening of bolts.

GROUP V: Drillers Helpers, Common Laborer, Mason Tenders, Signal Person, Pit Person, Truck Spotter, Powder Person, Landscape/Nursery Person, Dump Person, Temp. Heat.

GROUP VIA: Asbestos/Toxic Waste Laborer-All removal (Roads, Tunnels, Landfills, etc.) Confined space laborer, Bio-remediation, Phyto-remediation, Lead or Hazardous material, Abatement Laborer.

Wages:(per hour) 07/01/2023

| | |
|----------------------|-----------|
| GROUP I | \$ 49.55* |
| GROUP II | 48.20* |
| GROUP III | 47.80* |
| GROUP IV | 47.45* |
| GROUP V | 47.10* |
| GROUP VIA | 49.10* |
| Operator Qualified | |
| Gas Mechanic(A Mech) | 59.55* |
| Flagperson | 40.75* |

*NOTE: To calculate overtime premiums, deduct \$0.10 from above wages

SHIFT WORK: A shift premium will be paid on Public Work contracts for off-shift or irregular shift work when mandated by the NYS D.O.T. or other Governmental Agency contracts. Employees shall receive an additional 15% per hour above current rate for all regular and irregular shift work. Premium pay shall be calculated using the 15% per hour differential as base rate.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

| | |
|----------------|----------|
| First 40 Hours | |
| Per Hour | \$ 26.60 |
| Over 40 Hours | |
| Per Hour | 19.85 |

OVERTIME PAY

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

HOLIDAY

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

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

NOTE: For Holiday Overtime: 5, 6 - Code 'S' applies
For Holiday Overtime: 8, 15, 25, 26 - Code 'R' applies

REGISTERED APPRENTICES

| | 1st term | 2nd term | 3rd term | 4th term |
|------------|-----------|--------------|--------------|--------------|
| | 1-1000hrs | 1001-2000hrs | 2001-3000hrs | 3001-4000hrs |
| 07/01/2023 | \$ 27.46 | \$ 32.41 | \$ 37.12 | \$ 41.83 |

Supplemental Benefits per hour:

| | |
|----------|-----------------------------------|
| 1st term | \$ 3.85 - After 40 hours: \$ 3.60 |
| 2nd term | \$ 3.95 - After 40 hours: 3.60 |
| 3rd term | \$ 4.45 - After 40 hours: 4.00 |
| 4th term | \$ 5.00 - After 40 hours: 4.50 |

8-60H/H

Laborer - Tunnel

10/01/2023

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

| | 07/01/2023 | 06/01/2024 | 06/01/2025 |
|---------|------------|------------|------------|
| Class 1 | \$ 55.55 | \$ 57.05 | \$ 58.55 |
| Class 2 | 57.70 | 59.20 | 60.70 |
| Class 4 | 64.10 | 65.60 | 67.10 |
| Class 5 | 47.65 | 49.90 | 51.40 |

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

SUPPLEMENTAL BENEFITS

Per hour:

| | | | |
|-----------|----------|----------|----------|
| Benefit 1 | \$ 35.73 | \$ 36.98 | \$ 38.23 |
| Benefit 2 | 51.01 | TBD | TBD |
| Benefit 3 | 71.28 | TBD | TBD |

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

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

HOLIDAY

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

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

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754Tun

Lineman Electrician

10/01/2023

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment/operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

Below rates apply to electrical overhead and underground distribution and maintenance work and overhead and underground transmission line work, electrical substations, switching structures, continuous pipe-type underground fluid or gas filled transmission conduit and cable installations, maintenance jobs or projects, railroad catenary installations and maintenance, third rail installations, the bonding of rails and the installation of fiber optic cable. (Ref #14.04.01)

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

| Per hour: | 07/01/2023 | 05/06/2024 |
|-------------------------|------------|------------|
| Lineman, Tech, Welder | \$ 60.41 | \$ 61.91 |
| Crane, Crawler Backhoe | 60.41 | 61.91 |
| Cable Splicer-Pipe Type | 66.45 | 68.10 |
| Digging Mach Operator | 54.37 | 55.72 |
| Cert. Welder-Pipe Type | 63.43 | 65.01 |
| Tractor Trailer Driver | 51.35 | 52.62 |
| Groundman, Truck Driver | 48.33 | 49.53 |
| Equipment Mechanic | 48.33 | 49.53 |
| Flagman | 36.25 | 37.15 |

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

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

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

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

| | 07/01/2023 | 05/06/2024 |
|--|--|--|
| Lineman, Technician, or Equipment Operators with Crane License | \$ 29.40 *plus 7% of the hourly wage paid | \$ 30.90 *plus 7% of the hourly wage paid |
| All other Journeyman | \$ 26.40 *plus 7% of the hourly wage paid | \$ 26.90 *plus 7% of the hourly wage paid |

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

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for emergency work designated by the Dept of Jurisdiction.
NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.
Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

| | |
|--|--|
| 07/01/2023 | 05/06/2024 |
| \$ 26.40 | \$ 26.90 |
| *plus 7% of the hourly wage paid | *plus 7% of the hourly wage paid |

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

6-1249aWest

Lineman Electrician - Teledata

10/01/2023

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

| | | | |
|------------------------|------------|------------|------------|
| | 07/01/2023 | 01/01/2024 | 01/01/2025 |
| Cable Splicer | \$ 37.73 | \$ 39.24 | \$ 40.81 |
| Installer, Repairman | \$ 35.81 | \$ 37.24 | \$ 38.73 |
| Teledata Lineman | \$ 35.81 | \$ 37.24 | \$ 38.73 |
| Tech., Equip. Operator | \$ 35.81 | \$ 37.24 | \$ 38.73 |
| Groundman | \$ 18.98 | \$ 19.74 | \$ 20.53 |

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

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

| | |
|-----------|-----------------------|
| 1ST SHIFT | REGULAR RATE |
| 2ND SHIFT | REGULAR RATE PLUS 10% |
| 3RD SHIFT | REGULAR RATE PLUS 15% |

SUPPLEMENTAL BENEFITS

| | | | |
|------------|--|--|--|
| Per hour: | 07/01/2023 | 01/01/2024 | 01/01/2025 |
| Journeyman | \$ 5.70 | \$ 5.70 | \$ 5.70 |
| | *plus 3% of the hourly wage paid | *plus 3% of the hourly wage paid | *plus 3% of the hourly wage paid |

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

10/01/2023

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

(Ref #14.01.03)

| Per hour: | 07/01/2023 | 05/06/2024 |
|-------------------------|------------|------------|
| Lineman, Technician | \$ 54.73 | \$ 55.95 |
| Crane, Crawler Backhoe | 54.73 | 55.95 |
| Certified Welder | 57.47 | 58.75 |
| Digging Machine | 49.26 | 50.36 |
| Tractor Trailer Driver | 46.52 | 47.56 |
| Groundman, Truck Driver | 43.78 | 44.76 |
| Equipment Mechanic | 43.78 | 44.76 |
| Flagman | 32.84 | 33.57 |

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

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

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

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

| | 07/01/2023 | 05/06/2024 |
|----------------------|------------|------------|
| Lineman, Technician, | \$ 29.40 | \$ 30.90 |

| | | |
|--|--|--|
| or Equipment Operators with Crane License | *plus 7% of the hourly wage paid | *plus 7% of the hourly wage paid |
| All other Journeyman | \$ 26.40 *plus 7% of the hourly wage paid | \$ 26.90 *plus 7% of the hourly wage paid |

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

OVERTIME PAY

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

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

| | |
|--|--|
| 07/01/2023 | 05/06/2024 |
| \$ 26.40 | \$ 26.90 |
| *plus 7% of the hourly wage paid | *plus 7% of the hourly wage paid |

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

6-1249aWestLT

Mason - Building

10/01/2023

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

| | | | |
|--------------|------------|------------|------------|
| Per hour: | 07/01/2023 | 12/04/2023 | 06/05/2024 |
| | | Additional | Additional |
| Tile Setters | \$ 62.98 | \$ 0.72 | \$ 0.72 |

SUPPLEMENTAL BENEFITS

| | |
|-----------|-----------|
| Per Hour: | \$ 25.61* |
| | + \$10.04 |

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

(750 hour) term at the following wage rate:

| | | | | | | | | | |
|-------|-----|-----|-----|-----|-----|-----|-----|-----|------|
| Term: | | | | | | | | | |
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |

| 1- 750 | 751- 1500 | 1501- 2250 | 2251- 3000 | 3001- 3750 | 3751- 4500 | 4501- 5250 | 5251- 6000 | 6001- 6750 | 6501- 7000 |
|-----------------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 07/01/2023 \$21.70 | \$26.66 | \$33.75 | \$38.69 | \$42.25 | \$45.70 | \$49.29 | \$54.23 | \$57.09 | \$61.25 |

Supplemental Benefits per hour:

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|-----------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 07/01/2023 \$12.55* +\$0.73 | \$12.55* +\$0.78 | \$15.36* +\$0.88 | \$15.36* +\$0.88 | \$16.36* +\$1.37 | \$17.86* +\$1.42 | \$18.86* +\$1.83 | \$18.86* +\$1.88 | \$16.86* +\$6.03 | \$22.11* +\$6.61 |

* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52A

| | |
|-------------------------|-------------------|
| Mason - Building | 10/01/2023 |
|-------------------------|-------------------|

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

07/01/2023

| | |
|-----------------------|----------|
| Bricklayer | \$ 45.89 |
| Cement Mason | 45.89 |
| Plasterer/Stone Mason | 45.89 |
| Pointer/Caulker | 45.89 |

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular workday requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

| | |
|------------|----------|
| Journeyman | \$ 37.95 |
|------------|----------|

OVERTIME PAY

OVERTIME:

Cement Mason See (B, E, Q, W) on OVERTIME PAGE.

All Others See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5wp-b

| | |
|-------------------------|-------------------|
| Mason - Building | 10/01/2023 |
|-------------------------|-------------------|

JOB DESCRIPTION Mason - Building **DISTRICT 9**

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

WAGES

| Building | 07/01/2023 | 01/01/2024 |
|----------------------------|------------|------------|
| Wages per hour: | | Additional |
| Mosaic & Terrazzo Mechanic | \$ 60.65 | \$1.06 |
| Mosaic & Terrazzo Finisher | 59.04 | |

SUPPLEMENTAL BENEFITS

| | |
|----------------------------|-----------------------|
| Per hour: | |
| Mosaic & Terrazzo Mechanic | \$ 30.26* + \$9.16 |
| Mosaic & Terrazzo Finisher | \$ 30.26* + \$9.15 |

*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE
07/01/2023- Deduct \$7.25 from hourly wages before calculating overtime.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES

| Wages Per hour: | 1st | 2nd | 3rd | 4th | 5th | 6th |
|-----------------|----------|-----------|-----------|-----------|-----------|-----------|
| | 0-1500 | 1501-3000 | 3001-3750 | 3751-4500 | 4501-5250 | 5251-6000 |
| | \$ 25.82 | \$ 33.19 | \$ 36.39 | \$ 40.38 | \$ 48.52 | \$ 54.59 |

Supplemental Benefits per hour:

| | | | | | |
|---------|---------|----------|----------|----------|----------|
| \$6.00* | \$7.72* | \$18.16* | \$23.27* | \$24.21* | \$27.24* |
| +\$3.21 | +\$4.12 | +\$5.50 | +\$6.41 | +\$7.33 | +\$8.29 |

*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

| | |
|-------------------------|-------------------|
| Mason - Building | 10/01/2023 |
|-------------------------|-------------------|

JOB DESCRIPTION Mason - Building **DISTRICT 9**

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

WAGES

| Per hour: | 07/01/2023 | 07/03/2023 |
|------------------------------|------------|------------|
| Building-Marble Restoration: | | |
| Marble, Stone & | \$ 47.22 | \$ 47.44 |

Terrazzo Polisher

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

Building-Marble Restoration:

Marble, Stone &

Polisher

\$ 30.29

\$ 30.64

OVERTIME PAY

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

*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES

WAGES per hour:

900 hour term at the following wage:

| 1st 1- 900 | 2nd 901- 1800 | 3rd 1801- 2700 | 4th 2701 |
|------------------|---------------------|----------------------|-------------|
| \$ 33.04 | \$ 37.78 | \$ 42.49 | \$ 47.22 |

Supplemental Benefits Per Hour:

| | | | |
|-------|-------|-------|-------|
| 27.65 | 28.52 | 29.41 | 30.29 |
|-------|-------|-------|-------|

07/03/2023

900 hour term at the following wage:

| 1st 1- 900 | 2nd 901- 1800 | 3rd 1801- 2700 | 4th 2701 |
|------------------|---------------------|----------------------|-------------|
| \$ 33.19 | \$ 37.95 | \$ 42.69 | \$ 47.44 |

Supplemental Benefits Per Hour:

| | | | |
|-------|-------|-------|-------|
| 27.99 | 28.86 | 29.76 | 30.64 |
|-------|-------|-------|-------|

9-7/24-MP

Mason - Building

10/01/2023

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2023 7/03/2023

Marble Cutters & Setters

\$ 62.82

\$ 63.12

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker

\$ 39.03

\$ 39.34

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage Per Hour:

07/01/2023

750 hour terms at the following wage

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|---------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|----------|
| 0-3000 | 3001-3750 | 3751-4500 | 4501-5250 | 5251-6000 | 6001-6750 | 6751-7500 | 7500+ |
| \$ 26.42 | \$ 39.62 | \$ 42.91 | \$ 46.22 | \$ 49.52 | \$ 53.38 | \$ 59.67 | \$ 62.82 |
| Supplemental Benefits per hour: | | | | | | | |
| 07/01/2023 | | | | | | | |
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
| \$ 25.38 | \$ 28.86 | \$ 29.74 | \$ 30.60 | \$ 31.48 | \$ 36.44 | \$ 38.17 | \$ 39.03 |
| 07/03/2023 | | | | | | | |
| Wage Per Hour: | | | | | | | |
| 750 hour terms at the following wage. | | | | | | | |
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
| 0-3000 | 3001-3750 | 3751-4500 | 4501-5250 | 5251-6000 | 6001-6750 | 6751-7500 | 7500+ |
| \$ 26.60 | \$ 39.82 | \$ 43.13 | \$ 46.45 | \$ 49.78 | \$ 53.64 | \$ 59.95 | \$ 63.12 |
| Supplemental Benefits Per Hour: | | | | | | | |
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
| \$ 25.54 | \$ 29.09 | \$ 29.97 | \$ 30.84 | \$ 31.72 | \$ 36.73 | \$ 38.48 | \$ 39.34 |

9-7/4

| | |
|-------------------------|-------------------|
| Mason - Building | 10/01/2023 |
|-------------------------|-------------------|

JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2023 12/04/2023 06/03/2024

Tile Finisher \$ 48.36 Additional \$ 0.59 Additional \$ 0.59

SUPPLEMENTAL BENEFITS

Per Hour: \$ 22.56*

+ \$9.86

*This portion of benefits subject to same premium rate as shown for overtime wages

OVERTIME PAY

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

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

HOLIDAY

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

9-7/88A-tf

| | |
|-------------------------|-------------------|
| Mason - Building | 10/01/2023 |
|-------------------------|-------------------|

JOB DESCRIPTION Mason - Building **DISTRICT 9**

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

WAGES

Per hour: 07/01/2023 07/03/2023

Marble, Stone, Maintenance Finishers: \$ 27.26 \$ 27.44

Note 1: An additional \$2.00 per hour
for time spent grinding floor using
"60 grit" and below.

Note 2: Flaming equipment operator
shall be paid an additional \$25.00 per day.

SUPPLEMENTAL BENEFITS

Per Hour:

| | | |
|---|----------|----------|
| Marble, Stone Maintenance Finishers: | \$ 14.97 | \$ 15.20 |
|---|----------|----------|

OVERTIME PAY

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

*Double hourly rate after 8 hours on Saturday

HOLIDAY

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

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

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:

| | 07/01/2023 | 07/03/2023 |
|-----------|------------|------------|
| 0-750 | \$ 21.89 | \$ 22.04 |
| 751-1500 | 22.60 | \$ 22.75 |
| 1501-2250 | 23.32 | \$ 23.48 |
| 2251-3000 | 24.04 | \$ 24.20 |
| 3001-3750 | 25.11 | \$ 25.27 |
| 3751-4500 | 26.54 | \$ 26.72 |
| 4501+ | 27.26 | \$ 27.44 |

Supplemental Benefits:

Per hour:

| | | |
|-----------|-------|----------|
| 0-750 | 12.03 | \$ 12.24 |
| 751-1500 | 12.43 | \$ 12.64 |
| 1501-2250 | 12.82 | \$ 13.03 |
| 2251-3000 | 13.21 | \$ 13.42 |
| 3001-3750 | 13.80 | \$ 14.02 |
| 3751-4500 | 14.58 | \$ 14.80 |
| 4501+ | 14.97 | \$ 15.20 |

9-7/24M-MF

Mason - Building / Heavy&Highway

10/01/2023

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

| Per hour: | 07/01/2023 | 07/03/2023 | 01/01/2024 Additional |
|-----------------|------------|------------|--------------------------|
| Marble-Finisher | \$ 49.32 | \$ 49.65 | \$ 0.53 |

SUPPLEMENTAL BENEFITS

Journeyworker:

Per hour

| | | |
|------------------|----------|----------|
| Marble- Finisher | \$ 36.62 | \$ 36.67 |
|------------------|----------|----------|

OVERTIME PAY

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

Work beyond 8 hours on a Saturday shall be paid at double the rate.

HOLIDAY

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

When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Heavy&Highway

10/01/2023

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

07/01/2023

| | |
|--------------------|----------|
| Bricklayer | \$ 46.39 |
| Cement Mason | 46.39 |
| Marble/Stone Mason | 46.39 |
| Plasterer | 46.39 |
| Pointer/Caulker | 46.39 |

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular workday requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

| | |
|------------|----------|
| Journeyman | \$ 37.95 |
|------------|----------|

OVERTIME PAY

Cement Mason See (B, E, Q, W)

All Others See (B, E, Q,)

HOLIDAY

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

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

- Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

- Supplemental Benefits are not paid for paid Holiday

- If Holiday is worked, Supplemental Benefits are paid for hours worked.

- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5WP-H/H

Operating Engineer - Building

10/01/2023

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES

NOTE: Construction surveying

Party Chief--One who directs a survey party

Instrument Man--One who runs the instrument and assists Party Chief.
Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2023

Building Construction:

| | |
|----------------|----------|
| Party Chief | \$ 77.39 |
| Instrument Man | 61.25 |
| Rodman | 41.39 |

Steel Erection:

| | |
|----------------|-------|
| Party Chief | 80.16 |
| Instrument Man | 63.60 |
| Rodman | 44.23 |

Heavy Construction-NYC counties only:
(Foundation, Excavation.)

| | |
|----------------|-------|
| Party Chief | 85.74 |
| Instrument man | 64.40 |
| Rodman | 54.90 |

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

Building Construction \$ 28.04* +\$ 7.65

Steel Erection 28.64* +\$ 7.65

Heavy Construction 28.85* +\$ 7.64

* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit:

21.19

OVERTIME PAY

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

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

HOLIDAY

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

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

9-15Db

Operating Engineer - Building

10/01/2023

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I:

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc.(Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist(Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull(Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker(Air Ram), Paver(Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper(sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller(Under 4 Ton),Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station(Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper, Maintenance Engineer Crane(75 ton and over).

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

| | 07/01/2023 | 03/04/2024 |
|----------------------------|------------|------------|
| GROUP I | | |
| Cranes- up to 49 tons | \$ 66.23 | \$ 67.43 |
| Cranes- 50 tons to 99 tons | 68.53 | 69.77 |
| Cranes- 100 tons and over | 78.21 | 79.64 |
| GROUP I-A | 58.01 | 59.04 |
| GROUP I-B | 53.48 | 54.41 |
| GROUP II | 55.98 | 56.97 |
| GROUP III-A | 53.94 | 54.88 |
| GROUP III-B | 51.35 | 52.25 |
| GROUP IV-A | 53.40 | 54.33 |
| GROUP IV-B | 45.17 | 45.94 |
| GROUP V | 48.69 | 49.53 |
| Group VI-A | 56.96 | 57.96 |
| GROUP VI-B | | |
| Utility Man | 46.21 | 47.00 |
| Warehouse Man | 48.52 | 49.26 |

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.

Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.

Loader operators over 5 cubic yard capacity additional .50 per hour.

Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 31.57 \$ 32.32

OVERTIME PAY

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

HOLIDAY

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

8-137B

Operating Engineer - Heavy&Highway

10/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),
Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck. Vibratory Roller(Riding) or Roller used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under).

GROUP II-B: Mechanic (Outside) All Types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

| WAGES: Per hour: | 07/01/2023 | 03/04/2024 |
|----------------------------------|------------|------------|
| Group I | \$ 67.27 | \$ 68.63 |
| Group I-A | 59.26 | 60.42 |
| Group I-B | 62.46 | 63.70 |
| Group II-A | 56.74 | 57.84 |
| Group II-B | 58.52 | 59.67 |
| Group III | 55.74 | 56.81 |
| Group IV | 50.63 | 51.57 |
| Group IV-B | 43.43 | 44.19 |
| Group V | | |
| Engineer All Tower, Climbing and | | |

| | | |
|---|-------|-------|
| Cranes of 100 Tons | 76.24 | 77.82 |
| Hoist Engineer(Steel) | 69.01 | 70.41 |
| Engineer(Pile Driver) | 73.61 | 75.13 |
| Jersey Spreader, Pavement Breaker (Air Ram)Post Hole Digger | 58.06 | 59.19 |

SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

| | | |
|----------------|--|--|
| Journeyworker: | \$ 33.75 up to 40 Hours | \$ 34.85 up to 40 hours |
| | After 40 hours \$ 24.50* PLUS \$ 1.25 on all hours worked | After 40 hours \$ 25.55* PLUS \$ 1.25 on all hours worked |

*This amount is subject to premium

OVERTIME PAY

See (B, E, P, *R, **U) on OVERTIME PAGE

HOLIDAY

Paid:..... See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime..... See (5, 6, 8, 15, 25, 26) on OVERTIME PAGE

* For Holiday codes 8,15,25,26 code R applies

** For Holiday Codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rate.

| | | |
|---------------------------------|----------|----------|
| 1st term | \$ 29.63 | \$ 30.21 |
| 2nd term | 35.56 | 36.25 |
| 3rd term | 41.48 | 42.30 |
| 4th term | 47.41 | 48.34 |
| Supplemental Benefits per hour: | | |
| | 25.70 | 26.85 |

8-137HH

Operating Engineer - Heavy&Highway

10/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

WAGES

Party Chief - One who directs a survey party

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

Rodman - One who holds the rod and in general, assists the Survey Crew
Categories cover GPS & Underground Surveying

Per Hour: 07/01/2023

| | |
|----------------|----------|
| Party Chief | \$ 81.72 |
| Instrument Man | 61.43 |
| Rodman | 52.40 |

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

All Categories
Straight Time: \$ 25.25* + \$7.64

Premium:
Time & 1/2 \$ 37.88* + \$7.64

Double Time \$ 50.50* + \$7.64

Non-Worked Holiday Supplemental Benefits:
\$ 21.19

OVERTIME PAY

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

* Doubletime paid on all hours in excess of 8 hours on Saturday

HOLIDAY

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

9-15Dh

Operating Engineer - Heavy&Highway - Tunnel

10/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler, Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck, Vibratory Roller (Riding) used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under).

GROUP II-B: Mechanic(outside)all types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

| | 07/01/2023 | 03/04/2024 |
|-------------------------------------|------------|------------|
| GROUP I | \$ 67.27 | \$ 68.63 |
| GROUP I-A | 59.26 | 60.42 |
| GROUP I-B | 62.46 | 63.70 |
| GROUP II-A | 56.74 | 57.84 |
| GROUP II-B | 58.52 | 59.67 |
| GROUP III | 55.74 | 56.81 |
| GROUP IV-A | 50.63 | 51.57 |
| GROUP IV-B | 43.43 | 44.19 |
| GROUP V-A | | |
| Engineer-Cranes | 76.24 | 77.82 |
| Engineer-Pile Driver | 73.61 | 75.13 |
| Hoist Engineer | 69.01 | 70.41 |
| Jersey Spreader/Post Hole Digger | 58.06 | 59.19 |

SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts
on all government mandated off-shift work

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

| | |
|-------------------------------|-------------------------------|
| \$ 33.75 up to 40 hours | \$ 34.85 up to 40 hours |
| After 40 hours | After 40 hours |
| \$24.50 plus | \$25.55 plus |
| \$1.25 on all hours worked | \$1.25 on all hours worked |

OVERTIME PAY

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

HOLIDAY

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

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

* Note: For Holiday codes 5 & 6, code U applies. For Holiday codes 8, 15, 25, 26, code R applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rates:

| | | |
|----------|----------|----------|
| 1st term | \$ 29.63 | \$ 30.21 |
| 2nd term | 35.56 | 36.25 |
| 3rd term | 41.48 | 42.30 |
| 4th term | 47.41 | 48.34 |

Supplemental Benefits per hour:

| | | |
|-----------|----------|----------|
| All terms | \$ 25.70 | \$ 26.85 |
|-----------|----------|----------|

8-137Tun

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

| Per Hour: | 07/01/2023 | 10/01/2023 |
|---|--|------------|
| CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more. | \$ 43.94 | \$ 45.26 |
| CLASS A2 Crane Operator (360 swing) | 39.16 | 40.33 |
| CLASS B Dozer, Front Loader Operator on Land | To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits. | |
| CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator | 38.00 | 39.14 |
| CLASS B2 Certified Welder | 35.77 | 36.84 |
| CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer | 34.79 | 35.83 |
| CLASS C2 Boat Operator | 33.67 | 34.68 |
| CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor | 27.97 | 28.81 |

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

| | | |
|-------------------|---|---|
| All Classes A & B | \$ 11.85 plus 6% of straight time wage, Overtime hours add \$ 0.63 | \$ 12.00 plus 6% of straight time wage, Overtime hours add \$ 0.63 |
| All Class C | \$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50 | \$ 11.75 plus 6% of straight time wage, Overtime hours add \$ 0.50 |
| All Class D | \$ 11.35 plus 6% of straight time | \$ 11.60 plus 6% of straight time |

wage, Overtime hours
add \$ 0.38

wage, Overtime hours
add \$ 0.50

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer

10/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

WAGES

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2023
Survey Classifications

| | |
|----------------|----------|
| Party Chief | \$ 47.15 |
| Instrument Man | 39.30 |
| Rodman | 34.35 |

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 23.15

OVERTIME PAY

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

*Double-time paid on the 9th hour on Saturday.

HOLIDAY

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

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

9-15dconsult

Painter

10/01/2023

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2023

Brush \$ 51.70*

Abatement/Removal of lead based
or lead containing paint on
materials to be repainted. 51.70*

| | |
|--------------------------|-----------|
| Spray & Scaffold | \$ 54.70* |
| Fire Escape | 54.70* |
| Decorator | 54.70* |
| Paperhanger/Wall Coverer | 54.48* |

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:

| | |
|-------------|----------|
| Paperhanger | \$ 34.60 |
| All others | 32.73 |
| Premium | 36.70** |

**Applies only to "All others" category, not paperhanger journeyworker.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

| | |
|------------------|------------|
| Per hour: | 07/01/2023 |
| Appr 1st term... | \$ 19.95* |
| Appr 2nd term... | 25.56* |
| Appr 3rd term... | 31.05* |
| Appr 4th term... | 41.62* |

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

| | |
|------------------|----------|
| Per Hour: | |
| Appr 1st term... | \$ 16.06 |
| Appr 2nd term... | 19.95 |
| Appr 3rd term... | 23.02 |
| Appr 4th term... | 29.16 |

8-NYDC9-B/S

Painter

10/01/2023

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Putnam, Suffolk, Westchester

PARTIAL COUNTIES

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

WAGES

| | |
|---------------|------------|
| Per hour: | 07/01/2023 |
| Drywall Taper | \$ 51.45* |

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

| | |
|------------|----------|
| Per hour: | |
| Journeyman | \$ 30.88 |

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages - Per Hour:

1500 hour terms at the following wage rate:

| | |
|----------|-----------|
| 1st term | \$ 19.95* |
| 2nd term | 25.56* |
| 3rd term | 31.00* |
| 4th term | 41.52* |

*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

One year term (1500 hours) at the following dollar amount.

| | |
|----------|----------|
| 1st year | \$ 15.22 |
| 2nd year | 18.90 |
| 3rd year | 21.81 |
| 4th year | 27.58 |

8-NYDCT9-DWT

Painter - Bridge & Structural Steel

10/01/2023

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

STEEL:

| | | |
|------------------|------------|------------|
| Bridge Painting: | 07/01/2023 | 10/01/2023 |
| | \$ 54.50 | \$ 56.00 |
| | + 10.10* | + 10.35* |

ADDITIONAL \$6.50 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

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

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

| | | |
|----------------|----------|----------|
| Journeyworker: | \$ 11.78 | \$ 12.43 |
| | + 30.85* | + 31.55* |

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms.

| | | |
|----------|----------|----------|
| 1st year | \$ 21.80 | \$ 22.40 |
| | + 4.04 | + 4.14 |
| 2nd year | \$ 32.70 | \$ 33.60 |
| | + 6.06 | + 6.21 |
| 3rd year | \$ 43.60 | \$ 44.80 |
| | + 8.08 | + 8.28 |

Supplemental Benefits - Per hour:

| | | |
|----------|--------------------|--------------------|
| 1st year | \$.90 + 12.34 | \$ 1.16 + 12.62 |
| 2nd year | \$ 7.07 + 18.51 | \$ 7.46 + 18.93 |
| 3rd year | \$ 9.42 + 24.68 | \$ 9.94 + 25.24 |

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

| | |
|--------------------------------|-------------------|
| Painter - Line Striping | 10/01/2023 |
|--------------------------------|-------------------|

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:

| | | | |
|-----------------------------|------------|------------|------------|
| Painter (Striping-Highway): | 07/01/2023 | 01/01/2024 | 07/01/2024 |
| Striping-Machine Operator* | \$ 31.53 | \$ 31.53 | \$ 34.12 |
| Linerman Thermoplastic | 38.34 | 38.34 | 41.12 |

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:

| | | | |
|----------------------------|----------|----------|----------|
| Striping Machine Operator: | \$ 10.03 | \$ 22.24 | \$ 23.65 |
| Linerman Thermoplastic: | 10.03 | 22.24 | 23.65 |

OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

| | | | |
|-----------|----------|----------|----------|
| 1st Term: | \$ 15.00 | \$ 15.00 | \$ 15.00 |
| 2nd Term: | 18.92 | 18.92 | 20.47 |
| 3rd Term: | 25.22 | 25.22 | 27.30 |

Supplemental Benefits per hour:

| | | | |
|-----------|---------|----------|----------|
| 1st term: | \$ 9.16 | \$ 22.24 | \$ 23.65 |
| 2nd Term: | 10.03 | 22.24 | 23.65 |
| 3rd Term: | 10.03 | 22.24 | 23.65 |

8-1456-LS

| | |
|---------------------------------|-------------------|
| Painter - Metal Polisher | 10/01/2023 |
|---------------------------------|-------------------|

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

| | |
|------------------|------------|
| | 07/01/2023 |
| Metal Polisher | \$ 38.18 |
| Metal Polisher* | 39.28 |
| Metal Polisher** | 42.18 |

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

| | |
|-----------|------------|
| Per Hour: | 07/01/2023 |
|-----------|------------|

| | |
|--------------------|----------|
| Journeyworker: | |
| All classification | \$ 12.34 |

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

| | |
|------------|------------|
| | 07/01/2023 |
| 1st year | \$ 16.00 |
| 2nd year | 17.00 |
| 3rd year | 18.00 |
| 1st year* | \$ 16.39 |
| 2nd year* | 17.44 |
| 3rd year* | 18.54 |
| 1st year** | \$ 18.50 |
| 2nd year** | 19.50 |
| 3rd year** | 20.50 |

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

| | |
|-----------|---------|
| Per hour: | |
| 1st year | \$ 8.69 |
| 2nd year | 8.69 |
| 3rd year | 8.69 |

8-8A/28A-MP

| | |
|----------------|-------------------|
| Plumber | 10/01/2023 |
|----------------|-------------------|

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

| | |
|----------------------------|------------|
| Per hour: | 07/01/2023 |
| Plumber and Steamfitter | \$ 62.36 |

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 41.51

OVERTIME PAY

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

OVERTIME:.... See on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1)year terms at the following wages:

| | |
|----------|----------|
| 1st Term | \$ 23.20 |
| 2nd Term | 26.61 |
| 3rd Term | 30.74 |
| 4th Term | 43.81 |
| 5th Term | 46.99 |

Supplemental Benefits per hour:

| | |
|----------|----------|
| 1st term | \$ 17.12 |
| 2nd term | 19.12 |
| 3rd term | 22.74 |
| 4th term | 30.02 |
| 5th term | 31.82 |

8-21.1-ST

Plumber - HVAC / Service

10/01/2023

JOB DESCRIPTION Plumber - HVAC / Service

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Delaware: Only the townships of Middletown and Roxbury

Ulster: Entire County(including Walkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2023

HVAC Service \$ 42.68
+ \$ 4.37*

*Note: This portion of wage is not subject to overtime premium.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker HVAC Service
\$ 28.99

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

HVAC SERVICE

(1)year terms at the following wages:

| | | | | |
|---------|---------|---------|---------|---------|
| 1st yr. | 2nd yr. | 3rd yr. | 4th yr. | 5th yr. |
|---------|---------|---------|---------|---------|

| | | | | |
|----------|----------|----------|----------|----------|
| \$ 19.32 | \$ 22.91 | \$ 28.56 | \$ 35.13 | \$ 38.15 |
| +\$2.39* | +\$2.70* | +\$3.25* | +\$3.88* | +\$4.12* |

*Note: This portion of wage is not subject to overtime premium.

Supplemental Benefits per hour:

Apprentices 07/01/2023

| | |
|----------|----------|
| 1st term | \$ 20.84 |
| 2nd term | 22.28 |
| 3rd term | 23.85 |
| 4th term | 26.01 |
| 5th term | 27.55 |

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations**10/01/2023**

JOB DESCRIPTION Plumber - Jobbing & Alterations

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

| | |
|----------------|------------|
| Per hour: | 07/01/2023 |
| Journeyworker: | \$ 48.51 |

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:

| | |
|---------------|----------|
| Journeyworker | \$ 34.76 |
|---------------|----------|

OVERTIME PAY

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

*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wages:

| | |
|----------|----------|
| 1st year | \$ 20.92 |
| 2nd year | 23.24 |
| 3rd year | 25.29 |
| 4th year | 35.48 |
| 5th year | 37.49 |

Supplemental Benefits per hour:

| | |
|----------|----------|
| 1st year | \$ 11.45 |
| 2nd year | 13.46 |
| 3rd year | 17.51 |
| 4th year | 23.67 |
| 5th year | 25.68 |

8-21.3-J&A

Roofer**10/01/2023**

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

| | | |
|---------------------|------------|------------|
| Per Hour: | 07/01/2023 | 05/01/2024 |
| | | Additional |
| Roofer/Waterproofer | \$ 46.50 | \$2.50 |
| | + \$7.00* | |

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 31.37

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

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

REGISTERED APPRENTICES

(1) year term apprentices indentured prior to 01/01/2023

| | | | | |
|--------------|----------|----------|----------|----------|
| | 1st | 2nd | 3rd | 4th |
| | \$ 16.28 | \$ 23.25 | \$ 27.90 | \$ 34.88 |
| | | + 3.50* | + 4.20* | + 5.26* |
| Supplements: | | | | |
| | 1st | 2nd | 3rd | 4th |
| | \$ 4.03 | \$ 15.85 | \$ 18.95 | \$ 23.61 |

* This portion is not subjected to overtime premiums.

(1) year term apprentices indentured after 01/01/2023

| | | | | | |
|--------------|----------|----------|----------|----------|----------|
| | 1st | 2nd | 3rd | 4th | 5th |
| | \$ 17.67 | \$ 20.93 | \$ 23.25 | \$ 27.90 | \$ 34.88 |
| | | + 3.16* | + 3.50* | + 4.20* | + 5.26 |
| Supplements: | | | | | |
| | 1st | 2nd | 3rd | 4th | 5th |
| | \$ 7.61 | \$ 14.29 | \$ 15.85 | \$ 18.95 | \$ 23.61 |

* This portion is not subjected to overtime premiums.

9-8R

Sheetmetal Worker

10/01/2023

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

| | |
|-------------------|------------|
| | 07/01/2023 |
| SheetMetal Worker | \$ 47.00 |
| | + 3.60* |

*This portion is not subject to overtime premiums.

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:
10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 45.62

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|----------|----------|----------|----------|----------|----------|----------|----------|
| \$ 17.50 | \$ 19.67 | \$ 21.87 | \$ 24.05 | \$ 26.24 | \$ 28.44 | \$ 31.10 | \$ 33.75 |
| + 1.44* | + 1.62* | + 1.80* | + 1.98* | + 2.16* | + 2.34* | + 2.52* | + 2.70* |

*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

Apprentices

| | |
|----------|----------|
| 1st term | \$ 19.53 |
| 2nd term | 21.99 |
| 3rd term | 24.42 |
| 4th term | 26.88 |
| 5th term | 29.32 |
| 6th term | 31.75 |
| 7th term | 33.72 |
| 8th term | 35.71 |

8-38

Sheetmetal Worker

10/01/2023

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2023

Sign Erector \$ 56.00

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

Sign Erector \$ 55.66

OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

6 month Terms at the following percentage of Sign Erectors wage rate:

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|
| 35% | 40% | 45% | 50% | 55% | 60% | 65% | 70% | 75% | 80% |

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2023

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| \$ 14.95 | \$ 16.95 | \$ 18.93 | \$ 20.93 | \$ 28.56 | \$ 31.05 | \$ 33.57 | \$ 36.05 | \$ 38.56 | \$ 41.05 |

4-137-SE

Sprinkler Fitter

10/01/2023

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour 07/01/2023

Sprinkler \$ 50.86

Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 30.19

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| \$ 24.77 | \$ 27.53 | \$ 30.03 | \$ 32.78 | \$ 35.53 | \$ 38.29 | \$ 41.04 | \$ 43.79 | \$ 46.54 | \$ 49.30 |

Supplemental Benefits per hour

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
|---------|---------|----------|----------|----------|----------|----------|----------|----------|----------|
| \$ 8.74 | \$ 8.74 | \$ 20.32 | \$ 20.32 | \$ 20.57 | \$ 20.57 | \$ 20.57 | \$ 20.57 | \$ 20.57 | \$ 20.57 |
| | | | | | | | | | 1-669.2 |

Teamster - Building / Heavy&Highway

10/01/2023

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Attenuator, Light Towers, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP AA: Tack Coat

GROUP B: Tractor & Trailers (all types).

GROUP BB: Tri-Axle, 14 Wheeler

GROUP C: Low Boy (carrying equipment).

GROUP D: Fuel Trucks, Tire Trucks.

GROUP E: Off-road Equipment (over 40 tons): Atthey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.

GROUP F: Off-road Equipment (over 40 tons) Euclid, DJB.

GROUP G: Off-road Equipment (under 40 tons) Atthey Wagons, Belly Articulated Dumps, Trailer Wagons.

GROUP H: Off-road Equipment (under 40 tons), Euclid.

GROUP HH: Off-road Equipment (under 40 tons) D.J.B.

GROUP I: Off-road Equipment (under 40 tons) Darts.

GROUP II: Off-road Equipment (under 40 tons) RXS.

WAGES:(per hour)

07/01/2023

| | |
|----------|-----------|
| GROUP A | \$ 46.86* |
| GROUP AA | 49.86* |
| GROUP B | 47.48* |
| GROUP BB | 46.98* |
| GROUP C | 49.61* |
| GROUP D | 47.31* |
| GROUP E | 47.86* |
| GROUP F | 48.86* |
| GROUP G | 47.61* |
| GROUP H | 48.23* |
| GROUP HH | 48.61* |
| GROUP I | 48.36* |
| GROUP II | 48.73* |

* To calculate premium wage, subtract \$.10 from the hourly wage.

Note: Fuel truck operators on construction sites addit. \$5.00 per day.
For work on hazardous/toxic waste site addit. 20% of hourly rate.

Shift Differential: When mandated by the contracting agency, DOT, or any governmental agency contracts shall receive a shift differential of fifteen (15%) above the wage rate.

NOTE: The Employer Registration (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

| | |
|-----------------|----------|
| First 40 hours | \$ 35.58 |
| 41st-45th hours | 15.73 |
| Over 45 hours | 1.60 |

OVERTIME PAY

See (B, E, P, R) on OVERTIME PAGE

HOLIDAY

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

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

8-456

Welder

10/01/2023

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2023

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

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

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

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

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

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

Telephone

Fax

E-Mail:

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

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

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

☐

1. New Building

☐

2. Addition to Existing Structure

☐

3. Heavy and Highway Construction (New and Repair)

☐

4. New Sewer or Waterline

☐

5. Other New Construction (Explain)

☐

6. Other Reconstruction, Maintenance, Repair or Alteration

☐

7. Demolition

☐

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Fuel Delivery

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,
Elevator Operators

☐ Moving furniture and
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature



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

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

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

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

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

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 09/15/2023

Article 8

| AGENCY | Fiscal Officer | FEIN | EMPLOYER NAME | EMPLOYER DBA NAME | ADDRESS | DEBARMENT START DATE | DEBARMENT END DATE |
|--------|----------------|-----------|---|----------------------|--|-------------------------|-----------------------|
| DOL | DOL | *****5754 | 0369 CONTRACTORS, LLC | | 515 WEST AVE UNIT PH 13NORWALK CT 06850 | 05/12/2021 | 05/12/2026 |
| DOL | DOL | *****4018 | ADIRONDACK BUILDING RESTORATION INC. | | 4156 WILSON ROAD EAST TABERG NY 13471 | 03/26/2019 | 03/26/2024 |
| DOL | AG | *****1812 | ADVANCED BUILDERS & LAND DEVELOPMENT, INC. | | 400 OSER AVE #2300HAUPPAUGE NY 11788 | 09/11/2019 | 09/11/2024 |
| DOL | DOL | *****1687 | ADVANCED SAFETY SPRINKLER INC | | 261 MILL ROAD P.O BOX 296EAST AURORA NY 14052 | 05/29/2019 | 05/29/2024 |
| DOL | NYC | | ALL COUNTY SEWER & DRAIN, INC. | | 7 GREENFIELD DR WARWICK NY 10990 | 03/25/2022 | 03/25/2027 |
| DOL | NYC | | AMJED PARVEZ | | 401 HANOVER AVENUE STATEN ISLAND NY 10304 | 01/11/2021 | 01/11/2026 |
| DOL | DOL | | ANGELO F COKER | | 2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | ANGELO F COKER | | 2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205 | 12/04/2018 | 12/04/2023 |
| DOL | DOL | | ANGELO GARCIA | | 515 WEST AVE UNIT PH 13NORWALK CT 06850 | 05/12/2021 | 05/12/2026 |
| DOL | DOL | | ANGELO TONDO | | 449 WEST MOMBSHA ROAD MONROE NY 10950 | 06/06/2022 | 06/06/2027 |
| DOL | DOL | | ANITA SALERNO | | 158 SOLAR ST SYRACUSE NY 13204 | 01/07/2019 | 01/07/2024 |
| DOL | DOL | *****4231 | ANKER'S ELECTRIC SERVICE, INC. | | 10 SOUTH 5TH ST LOCUST VALLEY NY 11560 | 09/26/2022 | 09/26/2027 |
| DOL | NYC | | ARADCO CONSTRUCTION CORP | | 115-46 132RD ST SOUTH OZONE PARK NY 11420 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | ARNOLD A. PAOLINI | | 1250 BROADWAY ST BUFFALO NY 14212 | 02/03/2020 | 02/03/2025 |
| DOL | NYC | | ARSHAD MEHMOOD | | 168-42 88TH AVENUE JAMAICA NY 11432 | 11/20/2019 | 11/20/2024 |
| DOL | NYC | *****2591 | AVI 212 INC. | | 260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214 | 10/30/2018 | 10/30/2023 |
| DOL | NYC | | AVM CONSTRUCTION CORP | | 117-72 123RD ST SOUTH OZONE PARK NY 11420 | 09/17/2020 | 09/17/2025 |
| DOL | NYC | | AZIDABEGUM | | 524 MCDONALD AVENUE BROOKLYN NY 11218 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****8421 | B & B DRYWALL, INC | | 206 WARREN AVE APT 1WHITE PLAINS NY 10603 | 12/14/2021 | 12/14/2026 |
| DOL | NYC | | BALWINDER SINGH | | 421 HUDSON ST SUITE C5NEW YORK NY 10014 | 02/20/2019 | 02/20/2024 |
| DOL | NYC | *****8416 | BEAM CONSTRUCTION, INC. | | 50 MAIN ST WHITE PLAINS NY 10606 | 01/04/2019 | 01/04/2024 |
| DOL | DOL | | BERNARD BEGLEY | | 38 LONG RIDGE ROAD BEDFORD NY 10506 | 12/18/2019 | 12/18/2024 |
| DOL | NYC | *****2113 | BHW CONTRACTING, INC. | | 401 HANOVER AVENUE STATEN ISLAND NY 10304 | 01/11/2021 | 01/11/2026 |
| DOL | DOL | *****3627 | BJB CONSTRUCTION CORP. | | 38 LONG RIDGE ROAD BEDFORD NY 10506 | 12/18/2019 | 12/18/2024 |
| DOL | DOL | *****4512 | BOB BRUNO EXCAVATING, INC | | 5 MORNINGSIDE DR AUBURN NY 13021 | 05/28/2019 | 05/28/2024 |
| DOL | DOL | | BOGDAN MARKOVSKI | | 370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601 | 02/11/2019 | 02/11/2024 |
| DOL | DOL | | BRADLEY J SCHUKA | | 4 BROTHERS ROAD WAPPINGERS FALLS NY 12590 | 10/20/2020 | 10/20/2025 |
| DOL | DOL | *****9383 | C.C. PAVING AND EXCAVATING, INC. | | 2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****9383 | C.C. PAVING AND EXCAVATING, INC. | | 2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205 | 12/04/2018 | 12/04/2023 |
| DOL | DOL | *****4083 | C.P.D. ENTERPRISES, INC | | P.O BOX 281 WALDEN NY 12586 | 03/03/2020 | 03/03/2025 |
| DOL | DOL | *****5161 | CALADRI DEVELOPMENT CORP. | | 1223 PARK ST. PEEKSKILL NY 10566 | 05/17/2021 | 05/17/2026 |
| DOL | DOL | *****3391 | CALI ENTERPRISES, INC. | | 1223 PARK STREET PEEKSKILL NY 10566 | 05/17/2021 | 05/17/2026 |
| DOL | NYC | | CALVIN WALTERS | | 465 EAST THIRD ST MT. VERNON NY 10550 | 09/09/2019 | 09/09/2024 |

NYSDOL Bureau of Public Work Debarment List 09/15/2023

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| DOL | DOL | *****0026 | CHANTICLEER CONSTRUCTION LLC | | 4 BROTHERS ROAD WAPPINGERS FALLS NY 12590 | 10/20/2020 | 10/20/2025 |
| DOL | NYC | | CHARLES ZAHRAKKA | | 863 WASHINGTON STREET FRANKLIN SQUARE NY 11010 | 03/10/2020 | 03/10/2025 |
| DOL | DOL | | CHRISTOPHER GRECO | | 26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956 | 02/18/2021 | 02/18/2026 |
| DOL | DOL | | CHRISTOPHER J MAINI | | 19 CAITLIN AVE JAMESTOWN NY 14701 | 09/17/2018 | 09/17/2023 |
| DOL | DOL | | CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU | | 1445 COMMERCE AVE BRONX NY 10461 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | | CRAIG JOHANSEN | | 10 SOUTH 5TH ST LOCUST VALLEY NY 11560 | 09/26/2022 | 09/26/2027 |
| DOL | DOL | *****3228 | CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC. | ROCKLAND TREE SERVICE | 26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956 | 02/18/2021 | 02/18/2026 |
| DOL | DOL | *****2524 | CSI ELECTRICAL & MECHANICAL INC | | 42-32 235TH ST DOUGLASTON NY 11363 | 01/14/2019 | 01/14/2024 |
| DOL | DOL | *****7619 | DANCO CONSTRUCTION UNLIMITED INC. | | 485 RAFT AVENUE HOLBROOK NY 11741 | 10/19/2021 | 10/19/2026 |
| DOL | DOL | | DANIEL ROBERT MCNALLY | | 7 GREENFIELD DRIVE WARWICK NY 10990 | 03/25/2022 | 03/25/2027 |
| DOL | DOL | | DARIAN L COKER | | 2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | DARIAN L COKER | | 2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205 | 12/04/2018 | 12/04/2023 |
| DOL | NYC | | DAVID WEINER | | 14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | | DELPHI PAINTING & DECORATING CO INC | | 1445 COMMERCE AVE BRONX NY 10461 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | *****5175 | EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC | | 11371 RIDGE RD WOLCOTT NY 14590 | 02/03/2020 | 02/03/2025 |
| DOL | AG | | EDWIN HUTZLER | | 23 NORTH HOWELLS RD BELLPORT NY 11713 | 08/04/2021 | 08/04/2026 |
| DOL | DA | | EDWIN HUTZLER | | 2375 RAYNOR STREET RONKONKOMA NY 11779 | 08/04/2021 | 08/04/2026 |
| DOL | DOL | *****0780 | EMES HEATING & PLUMBING CONTR | | 5 EMES LANE MONSEY NY 10952 | 01/20/2002 | 01/20/3002 |
| DOL | NYC | *****5917 | EPOCH ELECTRICAL, INC | | 97-18 50TH AVE CORONA NY 11368 | 04/19/2018 | 04/19/2024 |
| DOL | DOL | | FAIGY LOWINGER | | 11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950 | 03/20/2019 | 03/20/2024 |
| DOL | DOL | | FRANK BENEDETTO | | 19 CATLIN AVE JAMESTOWN NY 14701 | 09/17/2018 | 09/17/2023 |
| DOL | DOL | *****4722 | FRANK BENEDETTO AND CHRISTOPHER J MAINI | B & M CONCRETE | 19 CAITLIN AVE JAMESTOWN NY 14701 | 09/17/2018 | 09/17/2023 |
| DOL | DA | | FREDERICK HUTZLER | | 2375 RAYNOR STREET RONKONKOMA NY 11779 | 08/04/2021 | 08/04/2026 |
| DOL | NYC | *****6616 | G & G MECHANICAL ENTERPRISES, LLC. | | 1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554 | 11/29/2019 | 11/29/2024 |
| DOL | DOL | | GABRIEL FRASSETTI | | | 04/10/2019 | 04/10/2024 |
| DOL | NYC | | GAYATRI MANGRU | | 21 DAREWOOD LANE VALLEY STREAM NY 11581 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | GEOFF CORLETT | | 415 FLAGGER AVE #302STUART FL 34994 | 10/31/2018 | 10/31/2023 |
| DOL | DA | | GEORGE LUCEY | | 150 KINGS STREET BROOKLYN NY 11231 | 01/19/1998 | 01/19/2998 |
| DOL | DOL | | GIGI SCHNECKENBURGER | | 261 MILL RD EAST AURORA NY 14052 | 05/29/2019 | 05/29/2024 |
| DOL | DA | | GIOVANNA TRAVAJA | | 3735 9TH ST LONG ISLAND CITY NY 11101 | 01/05/2023 | 01/05/2028 |
| DOL | DOL | | HANS RATH | | 24 ELDOR AVENUE NEW CITY NY 10956 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | | HERBERT CLEMEN | | 42 FOWLER AVENUE CORTLAND MANOR NY 10567 | 01/24/2023 | 01/24/2028 |
| DOL | DOL | | HERBERT CLEMEN | | 42 FOWLER AVENUE CORTLAND MANOR NY 10567 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | | IRENE KASELIS | | 32 PENNINGTON AVE WALDWICK NJ 07463 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | *****9211 | J. WASE CONSTRUCTION | | 8545 RT 9W JAMESTOWN NY 14701 | 03/09/2021 | 03/09/2026 |

NYSDOL Bureau of Public Work Debarment List 09/15/2023

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| DOL | DOL | | J.M.J CONSTRUCTION | | 151 OSTRANDER AVENUE SYRACUSE NY 13205 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | J.R. NELSON CONSTRUCTION | | 531 THIRD STREET ALBANY NY 12206 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | | J.R. NELSON CONSTRUCTION | | 531 THIRD STREET ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | | J.R. NELSON, LLC | | 531 THIRD STREET ALBANY NY 12206 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | | J.R. NELSON, LLC | | 531 THIRD STREET ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | | J.R.N COMPANIES, LLC | | 531 THIRD STREET ALBANY NY 12206 | 12/12/2022 | 12/12/2027 |
| DOL | DOL | | J.R.N COMPANIES, LLC | | 531 THIRD STREET ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | *****1147 | J.R.N. CONSTRUCTION, LLC | | 531 THIRD ST ALBANY NY 12206 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | *****1147 | J.R.N. CONSTRUCTION, LLC | | 531 THIRD ST ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | | JAMES J. BAKER | | 7901 GEE ROAD CANASTOTA NY 13032 | 08/17/2021 | 08/17/2026 |
| DOL | DOL | | JASON P. RACE | | 3469 STATE RT. 69 PERISH NY 13131 | 09/29/2021 | 09/29/2026 |
| DOL | DOL | | JASON P. RACE | | 3469 STATE RT. 69 PERISH NY 13131 | 02/09/2022 | 02/09/2027 |
| DOL | DOL | | JASON P. RACE | | 3469 STATE RT. 69 PERISH NY 13131 | 11/15/2022 | 11/15/2027 |
| DOL | DOL | | JASON P. RACE | | 3469 STATE RT. 69 PERISH NY 13131 | 03/01/2022 | 03/01/2027 |
| DOL | DOL | *****7993 | JBS DIRT, INC. | | 7901 GEE ROAD CANASTOTA NY 13032 | 08/17/2021 | 08/17/2026 |
| DOL | DOL | *****2435 | JEFFEL D. JOHNSON | JMJ7 AND SON | 5553 CAIRNSTRAIL CLAY NY 13041 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION | | C2 EVERGREEN CIRCLE LIVERPOOL NY 13090 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | *****2435 | JEFFREY M. JOHNSON | JMJ7 AND SON | 5553 CAIRNS TRAIL CLAY NY 13041 | 11/21/2022 | 11/21/2027 |
| DOL | NYC | | JENNIFER GUERRERO | | 1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554 | 11/29/2019 | 11/29/2024 |
| DOL | DOL | | JIM PLAUGHER | | 17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | JMJ7 & SON CONSTRUCTION, LLC | | 5553 CAIRNS TRAIL LIVERPOOL NY 13041 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | JMJ7 AND SONS CONTRACTORS | | 5553 CAIRNS TRAIL CLAY NY 13041 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | JMJ7 CONTRACTORS | | 7014 13TH AVENUE BROOKLYN NY 11228 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | JMJ7 CONTRACTORS AND SONS | | 5553 CAIRNS TRAIL CLAY NY 13041 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | JMJ7 CONTRACTORS, LLC | | 5553 CAIRNS TRAIL CLAY NY 13041 | 11/21/2022 | 11/21/2027 |
| DOL | DOL | | JOHN GOCEK | | 14B COMMERCIAL AVE ALBANY NY 12065 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | | JOHN MARKOVIC | | 47 MANDON TERRACE HAWTHORN NJ 07506 | 03/29/2021 | 03/29/2026 |
| DOL | DOL | | JOHN WASE | | 8545 RT 9W ATHENS NY 12015 | 03/09/2021 | 03/09/2026 |
| DOL | DOL | | JON E DEYOUNG | | 261 MILL RD P.O BOX 296EAST AURORA NY 14052 | 05/29/2019 | 05/29/2024 |
| DOL | DOL | | JORGE RAMOS | | 8970 MIKE GARCIA DR MANASSAS VA 20109 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | JORI PEDERSEN | | 415 FLAGER AVE #302STUART FL 34994 | 10/31/2018 | 10/31/2023 |
| DOL | DOL | | JOSEPH K. SALERNO | | 1010 TILDEN AVE UTICA NY 13501 | 07/24/2023 | 07/24/2028 |
| DOL | DOL | | JOSEPH K. SALERNO II | | 1010 TILDEN AVE UTICA NY 13501 | 07/24/2023 | 07/24/2028 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A RACE PAINTING | | 3469 STATE RT. 69 PERISH NY 13131 | 02/09/2022 | 02/09/2027 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A RACE PAINTING | | 3469 STATE RT. 69 PERISH NY 13131 | 11/15/2022 | 11/15/2027 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A RACE PAINTING | | 3469 STATE RT. 69 PERISH NY 13131 | 09/29/2021 | 09/29/2026 |

NYSDOL Bureau of Public Work Debarment List 09/15/2023

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|-----|-----|-----------|---|--|--|------------|------------|
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A RACE PAINTING | | 3469 STATE RT. 69 PERISH NY 13131 | 03/01/2022 | 03/01/2027 |
| DOL | DOL | *****5116 | JP RACE PAINTING, INC. T/A RACE PAINTING | | 3469 STATE RT. 69 PERISH NY 13131 | 03/01/2022 | 03/01/2027 |
| DOL | DOL | *****1147 | JRN CONSTRUCTION, LLC | | 531 THIRD STREET ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | *****1147 | JRN CONSTRUCTION, LLC | | 531 THIRD STREET ALBANY NY 12206 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | | JRN PAVING, LLC | | 531 THIRD STREET ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | | JRN PAVING, LLC | | 531 THIRD STREET ALBANY NY 12206 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | | JULIUS AND GITA BEHREND | | 5 EMES LANE MONSEY NY 10952 | 11/20/2002 | 11/20/3002 |
| DOL | DOL | | KARIN MANGIN | | 796 PHELPS ROAD FRANKLIN LAKES NJ 07417 | 12/01/2020 | 12/01/2025 |
| DOL | DOL | | KATE E. CONNOR | | 7088 INTERSTATE ISLAND RD SYRACUSE NY 13209 | 03/31/2021 | 03/31/2026 |
| DOL | DOL | *****2959 | KELC DEVELOPMENT, INC | | 7088 INTERSTATE ISLAND RD SYRACUSE NY 13209 | 03/31/2021 | 03/31/2026 |
| DOL | DOL | | KIMBERLY F. BAKER | | 7901 GEE ROAD CANASTOTA NY 13032 | 08/17/2021 | 08/17/2026 |
| DOL | DA | *****8816 | LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION | | 150 KINGS STREET BROOKLYN NY 11231 | 08/19/1998 | 08/19/2998 |
| DOL | DOL | | LEROY E. NELSON JR | | 531 THIRD ST ALBANY NY 12206 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | | LEROY E. NELSON JR | | 531 THIRD ST ALBANY NY 12206 | 12/22/2022 | 12/22/2027 |
| DOL | AG | *****3291 | LINTECH ELECTRIC, INC. | | 3006 TILDEN AVE BROOKLYN NY 11226 | 02/16/2022 | 02/16/2027 |
| DOL | DOL | | LOUIS A. CALICCHIA | | 1223 PARK ST. PEEKSKILL NY 10566 | 05/17/2021 | 05/17/2026 |
| DOL | NYC | | LUBOMIR PETER SVOBODA | | 27 HOUSMAN AVE STATEN ISLAND NY 10303 | 12/26/2019 | 12/26/2024 |
| DOL | NYC | | M & L STEEL & ORNAMENTAL IRON CORP. | | 27 HOUSMAN AVE STATEN ISLAND NY 10303 | 12/26/2019 | 12/26/2024 |
| DOL | DOL | *****2196 | MAINSTREAM SPECIALTIES, INC. | | 11 OLD TOWN RD SELKIRK NY 12158 | 02/02/2021 | 02/02/2026 |
| DOL | DA | | MANUEL P TOBIO | | 150 KINGS STREET BROOKLYN NY 14444 | 08/19/1998 | 08/19/2998 |
| DOL | DA | | MANUEL TOBIO | | 150 KINGS STREET BROOKLYN NY 11231 | 08/19/1998 | 08/19/2998 |
| DOL | NYC | | MAREK FABIJANOWSKI | | 50 MAIN ST WHITE PLAINS NY 10606 | 01/04/2019 | 01/04/2024 |
| DOL | NYC | | MARIA NUBILE | | 84-22 GRAND AVENUE ELMHURST NY 11373 | 03/10/2020 | 03/10/2025 |
| DOL | DOL | | MATTHEW P. KILGORE | | 4156 WILSON ROAD EAST TABERG NY 13471 | 03/26/2019 | 03/26/2024 |
| DOL | DOL | *****4829 | MILESTONE ENVIRONMENTAL CORPORATION | | 704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751 | 04/10/2019 | 04/10/2024 |
| DOL | NYC | *****9926 | MILLENNIUM FIRE PROTECTION, LLC | | 325 W. 38TH STREET SUITE 204NEW YORK NY 10018 | 11/14/2019 | 11/14/2024 |
| DOL | NYC | *****0627 | MILLENNIUM FIRE SERVICES, LLC | | 14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | *****1320 | MJC MASON CONTRACTING, INC. | | 42 FOWLER AVENUE CORTLAND MANOR NY 10567 | 10/25/2022 | 10/25/2027 |
| DOL | DOL | *****1320 | MJC MASON CONTRACTING, INC. | | 42 FOWLER AVENUE CORTLAND MANOR NY 10567 | 01/24/2023 | 01/24/2028 |
| DOL | NYC | | MUHAMMED A. HASHEM | | 524 MCDONALD AVENUE BROOKLYN NY 11218 | 09/17/2020 | 09/17/2025 |
| DOL | NYC | | NAMOW, INC. | | 84-22 GRAND AVENUE ELMHURST NY 11373 | 03/10/2020 | 03/10/2025 |
| DOL | DOL | *****7790 | NATIONAL BUILDING & RESTORATION CORP | | 1010 TILDEN AVE UTICA NY 13501 | 07/24/2023 | 07/24/2028 |
| DOL | DOL | *****1797 | NATIONAL CONSTRUCTION SERVICES, INC | | 1010 TILDEN AVE UTICA NY 13501 | 07/24/2023 | 07/24/2028 |
| DOL | DA | *****9786 | NATIONAL INSULATION & GC CORP | | 180 MILLER PLACE HICKSVILLE NY 11801 | 12/12/2018 | 12/12/2023 |
| DOL | NYC | | NAVIT SINGH | | 402 JERICHO TURNPIKE NEW HYDE PARK NY 11040 | 08/10/2022 | 08/10/2027 |

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| DOL | DOL | | NICHOLE E. FRASER A/K/A NICHOLE RACE | | 3469 STATE RT. 69 PERISH NY 13131 | 03/01/2022 | 03/01/2027 |
| DOL | DOL | | NICHOLE E. FRASER A/K/A NICHOLE RACE | | 3469 STATE RT. 69 PERISH NY 13131 | 11/15/2022 | 11/15/2027 |
| DOL | DOL | | NICHOLE E. FRASER A/K/A NICHOLE RACE | | 3469 STATE RT. 69 PERISH NY 13131 | 09/29/2021 | 09/29/2026 |
| DOL | DOL | | NICHOLE E. FRASER A/K/A NICHOLE RACE | | 3469 STATE RT. 69 PERISH NY 13131 | 02/09/2022 | 02/09/2027 |
| DOL | DOL | *****7429 | NICOLAE I. BARBIR | BESTUCCO CONSTRUCTION, INC. | 444 SCHANTZ ROAD ALLEN TOWN PA 18104 | 09/17/2020 | 09/17/2025 |
| DOL | NYC | *****5643 | NYC LINE CONTRACTORS, INC. | | 402 JERICHO TURNPIKE NEW HYDE PARK NY 11040 | 08/10/2022 | 08/10/2027 |
| DOL | DOL | | PAULINE CHAHALES | | 935 S LAKE BLVD MAHOPAC NY 10541 | 03/02/2021 | 03/02/2026 |
| DOL | DOL | | PETER STEVENS | | 11 OLD TOWN ROAD SELKIRK NY 12158 | 02/02/2021 | 02/02/2026 |
| DOL | DOL | | PETER STEVENS | | 8269 21ST ST BELLEROSE NY 11426 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | *****0466 | PRECISION BUILT FENCES, INC. | | 1617 MAIN ST PEEKSKILL NY 10566 | 03/03/2020 | 03/03/2025 |
| DOL | NYC | | RASHEL CONSTRUCTION CORP | | 524 MCDONALD AVENUE BROOKLYN NY 11218 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****1068 | RATH MECHANICAL CONTRACTORS, INC. | | 24 ELDOR AVENUE NEW CITY NY 10956 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | *****2633 | RAW POWER ELECTRIC CORP. | | 3 PARK CIRCLE MIDDLETOWN NY 10940 | 07/11/2022 | 07/11/2027 |
| DOL | DA | *****7559 | REGAL CONTRACTING INC. | | 24 WOODBINE AVE NORTHPORT NY 11768 | 10/01/2020 | 10/01/2025 |
| DOL | DOL | *****9148 | RICH T CONSTRUCTION | | 107 WILLOW WOOD LANE CAMILLUS NY 13031 | 11/13/2018 | 11/13/2023 |
| DOL | DOL | | RICHARD MACONE | | 8617 THIRD AVE BROOKLYN NY 11209 | 09/17/2018 | 09/17/2023 |
| DOL | DOL | | RICHARD REGGIO | | 1617 MAIN ST PEEKSKILL NY 10566 | 03/03/2020 | 03/03/2025 |
| DOL | DOL | *****9148 | RICHARD TIMIAN | RICH T CONSTRUCTION | 108 LAMONT AVE SYRACUSE NY 13209 | 10/16/2018 | 10/16/2023 |
| DOL | DOL | | RICHARD TIMIAN JR. | | 108 LAMONT AVE SYRACUSE NY 13209 | 10/16/2018 | 10/16/2023 |
| DOL | DOL | | RICHARD TIMIAN JR. | | 108 LAMONT AVE SYRACUSE NY 13209 | 11/13/2018 | 11/13/2023 |
| DOL | DOL | | ROBBY BISSER | | 89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427 | 01/11/2003 | 01/11/3003 |
| DOL | DOL | | ROBERT A. VALERINO | | 3841 LANYARD COURT NEW PORT RICHEY FL 34652 | 07/09/2019 | 07/09/2024 |
| DOL | DOL | | ROBERT BRUNO | | 5 MORNINGSIDE DRIVE AUBURN NY 13021 | 05/28/2019 | 05/28/2024 |
| DOL | DOL | | ROMEO WARREN | | 161 ROBYN RD MONROE NY 10950 | 07/11/2022 | 07/11/2027 |
| DOL | DOL | | RONALD MESSEN | | 14B COMMERCIAL AVE ALBANY NY 12065 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | *****7172 | RZ & AL INC. | | 198 RIDGE AVENUE VALLEY STREAM NY 11581 | 06/06/2022 | 06/06/2027 |
| DOL | DOL | *****1365 | S & L PAINTING, INC. | | 11 MOUNTAIN ROAD P.O BOX 408 MONROE NY 10950 | 03/20/2019 | 03/20/2024 |
| DOL | DOL | | SAL FRESINA MASONRY CONTRACTORS, INC. | | 1935 TEALL AVENUE SYRACUSE NY 13206 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | SAL MASONRY CONTRACTORS, INC. | | (SEE COMMENTS) SYRACUSE NY 13202 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | *****9874 | SALFREE ENTERPRISES INC | | P.O BOX 14 2821 GARDNER RD POMPEI NY 13138 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | SALVATORE A FRESINA A/K/A SAM FRESINA | | 107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | SAM FRESINA | | 107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218 | 07/16/2021 | 07/16/2026 |
| DOL | NYC | *****0349 | SAM WATERPROOFING INC | | 168-42 88TH AVENUE APT.1 AJAMAICA NY 11432 | 11/20/2019 | 11/20/2024 |
| DOL | DA | *****0476 | SAMCO ELECTRIC CORP. | | 3735 9TH ST LONG ISLAND CITY NY 11101 | 01/05/2023 | 01/05/2028 |
| DOL | NYC | *****1122 | SCANA CONSTRUCTION | | 222 WASHINGTON STREET | 02/16/2022 | 02/16/2027 |

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| DOL | DOL | *****2045 | SCOTT DUFFIE | DUFFIE'S ELECTRIC, INC. | P.O BOX 111 CORNWALL NY 12518 | 03/03/2020 | 03/03/2025 |
| DOL | DOL | | SCOTT DUFFIE | | P.O BOX 111 CORNWALL NY 12518 | 03/03/2020 | 03/03/2025 |
| DOL | NYC | *****6597 | SHAIRA CONSTRUCTION CORP. | | 421 HUDSON STREET SUITE C5NEW YORK NY 10014 | 02/20/2019 | 02/20/2024 |
| DOL | DOL | | SHULEM LOWINGER | | 11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950 | 03/20/2019 | 03/20/2024 |
| DOL | DA | | SILVANO TRAVALJA | | 3735 9TH ST LONG ISLAND CITY NY 11101 | 01/05/2023 | 01/05/2028 |
| DOL | DOL | *****0440 | SOLAR GUYS INC. | | 8970 MIKE GARCIA DR MANASSAS VA 20109 | 07/16/2021 | 07/16/2026 |
| DOL | NYC | | SOMATIE RAMSUNAHAI | | 115-46 132ND ST SOUTH OZONE PARK NY 11420 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | *****2221 | SOUTH BUFFALO ELECTRIC, INC. | | 1250 BROADWAY ST BUFFALO NY 14212 | 02/03/2020 | 02/03/2025 |
| DOL | NYC | *****3661 | SPANIER BUILDING MAINTENANCE CORP | | 200 OAK DRIVE SYOSSET NY 11791 | 03/14/2022 | 03/14/2027 |
| DOL | DOL | | STANADOS KALOGELAS | | 485 RAFT AVENUE HOLBROOK NY 11741 | 10/19/2021 | 10/19/2026 |
| DOL | DOL | *****3496 | STAR INTERNATIONAL INC | | 89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427 | 08/11/2003 | 08/11/3003 |
| DOL | DOL | *****6844 | STEAM PLANT AND CHX SYSTEMS INC. | | 14B COMMERCIAL AVENUE ALBANY NY 12065 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | *****9933 | STEED GENERAL CONTRACTORS, INC. | | 1445 COMMERCE AVE BRONX NY 10461 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | *****9528 | STEEL-IT, LLC. | | 17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR. | | 256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | | STEVE TATE | | 415 FLAGER AVE #302STUART FL 34994 | 10/31/2018 | 10/31/2023 |
| DOL | DOL | *****3800 | SUBURBAN RESTORATION CO. INC. | | 5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410 | 03/29/2021 | 03/29/2026 |
| DOL | DOL | *****1060 | SUNN ENTERPRISES GROUP, LLC | | 370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601 | 02/11/2019 | 02/11/2024 |
| DOL | DOL | *****9150 | SURGE INC. | | 8269 21ST STREET BELLEROSE NY 11426 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | | SYED RAZA | | 198 RIDGE AVENUE NY 11581 | 06/06/2022 | 06/06/2027 |
| DOL | DOL | *****8209 | SYRACUSE SCALES, INC. | | 158 SOLAR ST SYRACUSE NY 13204 | 01/07/2019 | 01/07/2024 |
| DOL | DOL | | TERRY THOMPSON | | 11371 RIDGE RD WOLCOTT NY 14590 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | *****9733 | TERSAL CONSTRUCTION SERVICES INC | | 107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | TERSAL CONTRACTORS, INC. | | 221 GARDNER RD P.O BOX 14POMPEI NY 13138 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | TERSAL DEVELOPMENT CORP. | | 1935 TEALL AVENUE SYRACUSE NY 13206 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | TEST | | P.O BOX 123 ALBANY NY 12204 | 05/20/2020 | 05/20/2025 |
| DOL | DOL | *****6789 | TEST1000 | | P.O BOX 123 ALBANY NY 12044 | 03/01/2021 | 03/01/2026 |
| DOL | DOL | *****5766 | THE COKER CORPORATION | COKER CORPORATION | 2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205 | 12/04/2018 | 12/04/2023 |
| DOL | DOL | *****5766 | THE COKER CORPORATION | COKER CORPORATION | 2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DA | *****1050 | TRI STATE CONSTRUCTION OF NY CORP. | | 50-39 175TH PLACE FRESH MEADOWS NY 11365 | 03/28/2022 | 03/28/2027 |
| DOL | DA | *****4106 | TRIPLE H CONCRETE CORP | | 2375 RAYNOR STREET RONKONKOMA NY 11779 | 08/04/2021 | 08/04/2026 |
| DOL | DOL | *****8210 | UPSTATE CONCRETE & MASONRY CONTRACTING CO INC | | 449 WEST MOMBSHA ROAD MONROE NY 10950 | 06/06/2022 | 06/06/2027 |
| DOL | DOL | *****6392 | V.M.K CORP. | | 8617 THIRD AVE BROOKLYN NY 11209 | 09/17/2018 | 09/17/2023 |

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| DOL | DOL | *****6418 | VALHALLA CONSTRUCTION, LLC. | | 796 PHEPS ROAD FRANKLIN LAKES NJ 07417 | 12/01/2020 | 12/01/2025 |
| DOL | NYC | *****2426 | VICKRAM MANGRU | VICK CONSTRUCTI ON | 21 DAREWOOD LANE VALLEY STREAM NY 11581 | 09/17/2020 | 09/17/2025 |
| DOL | NYC | | VICKRAM MANGRU | | 21 DAREWOOD LANE VALLEY STREAM NY 11581 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | VICTOR ALICANTI | | 42-32 235TH ST DOUGLASTON NY 11363 | 01/14/2019 | 01/14/2024 |
| DOL | NYC | | VIKTAR PATONICH | | 2630 CROPSEY AVE BROOKLYN NY 11214 | 10/30/2018 | 10/30/2023 |
| DOL | DOL | | VIKTORIA RATH | | 24 ELDOR AVENUE NEW CITY NY 10956 | 02/03/2020 | 02/03/2025 |
| DOL | NYC | *****3673 | WALTERS AND WALTERS, INC. | | 465 EAST AND THIRD ST MT. VERNON NY 10550 | 09/09/2019 | 09/09/2024 |
| DOL | DOL | *****3296 | WESTERN NEW YORK CONTRACTORS, INC. | | 3841 LAYNARD COURT NEW PORT RICHEY FL 34652 | 07/09/2019 | 07/09/2024 |
| DOL | DOL | *****8266 | WILLIAM CHRIS MCLENDON | MCLENDON ASPHALT PAVING | 1646 FALLS STREET NIAGARA FALLS NY 14303 | 05/01/2023 | 05/01/2028 |
| DOL | DOL | | WILLIAM CHRIS MCLENDON | | 1646 FALLS STREET NIAGARA FALLS NY 14303 | 05/01/2023 | 05/01/2028 |
| DOL | DOL | | WILLIAM G. PROERFRIEDT | | 85 SPRUCEWOOD ROAD WEST BABYLON NY 11704 | 01/19/2021 | 01/19/2026 |
| DOL | DOL | *****5924 | WILLIAM G. PROPHY, LLC | WGP CONTRACTIN G, INC. | 54 PENTAQUIT AVE BAYSHORE NY 11706 | 01/19/2021 | 01/19/2026 |
| DOL | DOL | *****4730 | XGD SYSTEMS, LLC | TDI GOLF | 415 GLAGE AVE #302STUART FL 34994 | 10/31/2018 | 10/31/2023 |

TECHNICAL SPECIFICATIONS

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION
Division of Engineering

CONTRACT NO. 21-540
DIVISION 1 – GENERAL REQUIREMENTS

SECTION 011000 – DESCRIPTION OF WORK

PART 1 – GENERAL

1.1 GENERAL PROJECT DESCRIPTION

- A. The scope of work of this project generally consists of the provision of all labor, material and equipment to perform Roof Replacement at the Executive High Rise Roof, Central Maintenance Facility 475 Saw Mill River Road Yonkers, New York and all related work as depicted on the accompanying Contract Drawings and the Technical Specifications.
- B. Bids shall be received in accordance with the New York State Public Bidding Laws, this project will be executed under a SINGLE-PRIME CONTRACT as defined in the General Requirements.
- C. Existing conditions are shown on the drawings to the best knowledge of the Architect. The Architect, however, cannot guarantee the correctness of the existing conditions shown and assumes no responsibility therefore. It shall be the responsibility of the Contractor to visit the site and verify all existing conditions.

1.2 REQUIREMENTS INCLUDED

- A. Construction time and phasing requirements.
- B. Proof of orders and delivery dates
- C. Intent of Documents
- D. Field Measurements
- E. Initial Submittal Requirements
- F. Design Responsibility
- G. Additional Requirements
- H. Mold and Dust Mitigation Requirements
- I. Waste Management

1.3 ASBESTOS AND LEAD PAINT AWARENESS REQUIREMENTS

- A. Contractor agrees not to use or permit the use of any asbestos containing material in or on any property belonging to the Owner.
- B. For purposes of this requirement, asbestos free shall mean free from all forms of asbestos including -actinolite, amosite, anthrophyllite, chrysotile, cricidolite and tremolite both in friable and non-friable states and without regard to the purposes for which such material is used.

1.4 CONSTRUCTION TIME AND PHASING REQUIREMENTS

CONTRACT NO. 21-540
DIVISION 1 – GENERAL REQUIREMENTS

- A. The Contractor is advised the "time is of the essence" of the Contract. It is understood that the work is to be carried through to completion with the utmost speed consistent with good workmanship. Safe and legal ingress and egress shall be maintained at all times to and through the occupied portions of the construction site.
- B. Storage areas shall be completely enclosed by a fence or barricade at all times so that no staff or the public can approach the area or the equipment. Coordinate with Section 01 15 00. The Contractor shall maintain fences and barricades at all appropriate areas and at all times and shall:
 - 1. Provide signs posted on fence 20 feet on center that read "Work Area- Keep Out"
 - 2. Maintain at all times, all exits, roadways and walkways from the Building.

Where the barricade is removed for work, the Contractor performing such work shall provide adequate safety personnel to prevent unauthorized persons from approaching the work area.

1.5 PROOF OF ORDERS AND DELIVERY DATES -Coordinate w/Section 01 33 00 and 01 32 00

- A. Within 2 weeks after the approval of shop drawings, samples, product data and the like, the Contractor shall provide copies of purchase orders for all equipment and materials which are not available in local stock. The Contractor shall submit written statements from suppliers confirming the orders and stating promised delivery dates.
- B. This information shall be incorporated within the progress schedules so required as part of Section 01 32 00 and shall be monitored so as to insure compliance with promised dates.

1.6 INTENT OF DOCUMENTS -**Regardless of hierarchy listed in reference paragraph, in cases of conflict as to the type or quality of materials to be supplied, the Specifications shall govern.**

1.7 FIELD MEASURE

- A. Contractor shall take all necessary field measurements prior to fabrication and installation of work and shall assume complete responsibility for accuracy of same.

1.8 INITIAL SUBMITTAL REQUIREMENT

- A. Contractor shall provide items noted including - bonds, insurance, emergency telephone numbers, progress scheduling, schedules of submittals, subcontractor listings, and the like prior to the start of any work.
- B. Schedule of Values
 - 1. Submit schedule on AIA Form G703
 - 2. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement or as established in Notice to Proceed, whichever is earliest.
- C. Payment Requisitions
 - 1. Submit 1 copy of each application on AIA Form G702 and G703 AND 1 copy on County Voucher Format (format will be provided to GC).
 - 2. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

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DIVISION 1 – GENERAL REQUIREMENTS

3. Payment Period: Monthly.

1.9 SCHEDULES

A. General

1. The objective of this project is to complete the work in the shortest period of time and to protect the building and occupants from damages caused by construction activity during the progress of the work.
2. To meet these objectives, the Contractor shall plan the work, obtain materials, and equipment (not limited to hoists, scaffolding, lifts, etc.), and execute the construction on the most expeditious manner possible and in accordance with the requirements listed below.
3. If the Contractor fails to expedite and pursue any part of the work, the Owner may terminate the contract or may carry out the work as per applicable Article in the General Conditions.
4. The Contractor shall work in coordination with work of other Contractors and with activities with special attention to noise, dust, safety and other contract requirements for work in and around the occupied building.

B. Work Periods and Milestones

| | |
|-------------------------------------|--|
| Submittals – Post Bid and Technical | Within seven (7) days of receipt of Notice to Proceed or Award |
| Construction Start | Within 15 days after receipt of Notice to Proceed (NTP) |
| Substantial Completion | 90 days from NTP |

1.10 ADDITIONAL WORK

- A. If it appears that some of the work cannot be completed by the scheduled date, the Contractor shall increase the work force or increase the hours of work, including evenings and weekends or necessary, at no additional cost to the Owner. If the work is complete but the area is not cleaned and debris or equipment is not removed, the Owner shall have the right to prepare the area for occupancy with his own forces and deduct the costs from the Contract Amount.
- B. If the Contractor fails to staff the job adequately to meet the completion date, the Owner reserves the right to assume possession of the material and complete installation with the Owner's forces or other Contractors or to require the Contractor to work evenings and weekends.
- C. The Contractor is responsible for temporary protection of all work until acceptance.

1.11 MOLD AND DUST MITIGATION REQUIREMENTS

1. Should the buildings' HVAC systems be in operation during construction, Contractor shall install HEPA or other appropriate filters on air intake louvers to prevent dust and

CONTRACT NO. 21-540
DIVISION 1 – GENERAL REQUIREMENTS

fume intake into the system and to prevent spreading dust to adjacent offices and/or public.

2. Contractor shall install appropriate netting, tarps, polyethylene sheets or the like, as required to catch debris from demo operations and to prevent spreading dust.

1.12 WASTE MANAGEMENT PROCEDURES AND DEFINITIONS

A. Waste Management Coordination: Coordinate recycling of materials with Owner and as required to conform to the Construction Waste Management Plan defined in Section 01 74 19.

B. Contractor shall conduct Construction Waste Management meetings. At a minimum, waste management goals and issues shall be discussed at the following meetings:

1. Pre-bid meeting
2. Pre-construction meeting
3. Regular job-site meetings
4. Job safety meetings

C. Waste Management Definitions

1. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like
2. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations
3. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitability, corrosivity, toxicity or reactivity
4. Non hazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitability, corrosivity, toxicity, or reactivity
5. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure
6. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others
7. Recycle: To remove a waste material from the Project site to another site for remanufacture into a new product for reuse by others
8. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste
9. Return: To give back reusable items or unused products to vendors for credit
10. Reuse: To reuse a construction waste material in some manner on the Project site
11. Salvage: To remove a waste material from the Project site to another site for resale or reuse by others
12. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water
13. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste

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DIVISION 1 – GENERAL REQUIREMENTS

14. Toxic: Poisonous to humans either immediately or after a long period of exposure
15. Trash: Any product or material unable to be reused, returned, recycled, or salvaged
16. Volatile Organic Compounds (VOCs): Chemical compounds common in and emitted by many building products over time throughout gassing including -solvents in paints and other coatings; wood preservatives; strippers and household cleaners; adhesives in particleboard, fiberboard, and some plywoods; and foam insulation.
17. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material
18. Waste Management Plan: A Project-related plan for the collection, transportation, and disposal of the waste generated at the construction site. The purpose of the plan is to ultimately reduce the amount of material being landfilled.

END OF SECTION

SECTION 012500 – PRODUCT OPTIONS AND SUBSTITUTIONS **(Coordinate with Article 29 of the General Clauses)**

1.1 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

1.2 REQUIREMENTS INCLUDED

- A. Approved Equal Clause
- B. Options
- C. Contractor's Representation
- D. Reimbursements

1.3 APPROVED EQUAL CLAUSE

- A. Throughout the Specifications, types of material may be specified by manufacturer's name and catalog number in order to establish standards of quality and performance and not for the purpose of limiting competition.

Inclusion by name, of more than one manufacturer or fabricator, does NOT necessarily imply acceptability of standard products of those named. All manufacturers, named or proposed, shall conform, with modification as necessary, to criteria established by Contract Documents for performance, efficiency, materials and special accessories.

- B. Contractor may assume the phrase "or approved equal" except that the burden is upon the Contractor to prove such equality and to satisfy Architect that proposed substitute is equal to, or superior to, the item specified.

However, in the event three (3) or more manufacturers are nominated within the technical specifications for a particular item, it shall be assumed that they have been predetermined as equal to each other and that the Contractor must furnish and install materials, equipment or apparatus of one of these so named. CONSERVATION: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.

1.4 SUBSTITUTION REQUESTS

- A. If the Contractor elects to prove such equality, he must request the Architect's and the Owner's approval in writing for substitution of such items for the specified items, stating the differences involved with and submitting supporting data and samples, if required, to permit a fair evaluation of the proposed substitution with respect to:
 - 1. Performance
 - 2. Capacity
 - 3. Delivery times and effect on schedules, if any

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4. Changes in space requirements or effect on other elements of work (if applicable)
5. Efficiency
6. Safety
7. Function
8. Appearance
9. Quality and durability
10. Any required license fees or royalties
11. Availability of maintenance service, and source of replacement materials
12. Warranty terms and conditions
13. Cost data comparing the proposed substitution with the product specified

The contractor shall submit a separate request for each product, supported with complete data, with drawings and samples as are appropriate to substantiate the above.

- B. The Architect will review requests for substitutions with reasonable promptness, and notify the Contractor, in writing, of the decision to accept or reject the requested substitution.

1.5 OPTIONS

- A. Where Technical Specifications permit Contractor to select optional materials, items, systems, or equipment, the selection of such options is subject to the following conditions.
 1. Once an option has been selected and approved, it shall be used for the entire contract.
 2. The Contractor shall coordinate his selection with the drawings and specifications and make all necessary adjustments without additional cost to the Owner.

1.6 CONTRACTOR'S REPRESENTATION

- A. A request for a substitution constitutes a representation that the Contractor:
 1. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.
 2. Will provide the same warranties or bonds for the substitution as for the product specified.
 3. Will coordinate the installation of an accepted substitution in the work, and make such other changes in the work as maybe required for installation to make the work complete in all respects.
 4. Will waive all claims for additional costs, under its responsibility, which may subsequently become apparent.
 5. **Will have coordinated installation with all affected trade contractors, specialty contractors and the like and will be responsible for any and all costs which may arise as a result of this substitution.**
 6. Changes in work of other trades, such as structural supports, which are required as a result of substitution and the associated costs for such changes shall be the complete responsibility of Contractor proposing substitution (there shall be NO additional expense to the Owner).

END OF SECTION 012500

SUBSTITUTION REQUEST FORM

To: _____ Project: _____

| Section | Page | Paragraph | Specified Item |
|---------|------|-----------|----------------|
| | | | |

THE UNDERSIGNED REQUESTS CONSIDERATION OF THE FOLLOWING SUBSTITUTION: Attached data shall include, in a tabular format to provide a line by line comparison -product description, specifications, drawings, photographs, performance and laboratory tests and the like with applicable portions of said data clearly identified.

FURTHER, The Proposed Substitution WILL (OR WILL NOT) Affect:

Dimensions indicated on the drawings? _____
Wiring, piping, ductwork, or other building services indicated on the drawings? _____
Other trades and abutting or interconnection work? _____
Manufacturer's guarantees and warranties? _____
The construction schedule? _____
Maintenance and service parts locally available? _____

(NOTE -If Substitution WILL affect any item above, explain in detail.)

In addition to the above, the undersigned agrees to pay for

- 1 Any and all changes to the building design, including structural, civil or electro/mechanical systems engineering (if any), detailing; and
- 2 Any and all additional construction costs caused by the requested substitution.

The undersigned further states that the function, appearance and quality of the Proposed Substitution are equivalent or superior to the Specified Item.

| Section | Page | Paragraph | Specified Item |
|------------|------|-----------|--------------------------------|
| | | | |
| SUBMITTED: | | | DESIGN PROFESSIONAL'S COMMENTS |
| By: | | | Accepted |
| Firm: | | | Not Accepted |
| Address: | | | Received Too Late |
| | | | By: |
| Date: | | | Date: |

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SECTION 013113 – PROJECT COORDINATION

1.1 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

1.2 REQUIREMENTS INCLUDED

- A. Coordination of Work
- B. Trade Contractor Obligations

1.3 COORDINATION OF WORK

- A. As required by the General Conditions, and restated herein, each Trade and/or Specialty Contractor or Subcontractor shall compare the architectural, structural, civil/site, mechanical, plumbing, and electrical Drawings and Specifications with those for all other trades and shall report any discrepancies between them to the Architect, through the General Contractor, and obtain from him written instructions for changes necessary to the work.

All work shall be installed in cooperation with other trades installing interrelated work.

Before installation, each Trade Contractor shall make proper provisions to avoid interference in a manner approved by the Architect.

All changes required in the work caused by neglect to so advise the Architect shall be made by the offending Contractor at his own expense.

- B. Each Trade Contractor shall be responsible for exact location of anchor bolts, sleeves, inserts, supports, chases, conduits and openings that may be required for the work.

Attention is directed to Section 01 31 14. Each Trade Contractor shall prepare layout drawings for incorporation of items to be built-in the work, pass through the work and the like in sufficient time so as not to cause any undue delay in the execution of the work.

Built-in items shall be furnished under the same Section of the Specifications as the respective items to be supported, and they shall be installed, except as otherwise specified, by the trade furnishing and installing the material in which they are to be located.

Chases, conduits and openings shall be laid out in advance to permit provision in work.

Sleeves and inserts shall not be used in any portion of the building, where their use would impair strength or construction features of the building.

Extra work required where anchor bolts, supports, sleeves, chase openings, conduits or inserts

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have been omitted or improperly placed shall be performed at expense of trade which made error or omission.

- C. Slots, chases, openings and recesses through roof as specified will be provided for the various trades in their respective materials under general construction work, but the trade requiring them shall see that they are properly located and shall do any cutting and patching caused by the neglect to do so.
- D. Locations of pipes, ducts, electrical raceways, switches, panels, equipment, fixtures, etc. shall be adjusted to accommodate the worktop interferences anticipated and encountered.

Each Trade Contractor shall determine, and submit for approval, the exact route and location of each pipe, duct and electrical raceway prior to fabrication.

Approval by the Architect is required prior to any such modifications.

- E. The General Contractor shall provide temporary weather tight and protected openings in structure to facilitate placement of equipment.

1.4 TRADE CONTRACTOR OBLIGATIONS

- A. The Trade Contractors are required to supply all necessary supervision and coordination information to any other trades who are supplying work to accommodate the electrical and mechanical installations.
- B. Where a trade is required to install items which it does not purchase, it shall include for such items:
 - 1. The coordination of their delivery
 - 2. Their unloading from delivery trucks driven in to any designated point on the property line at grade level
 - 3. Their safe handling and field storage up to the time of permanent placement in the project
 - 4. The correction of any damage, defacement or corrosion to which they may have been subjected
 - 5. Their field assembly and internal connection as may be necessary for their proper operation
 - 6. Their mounting in place including the purchases and installation of all dunnage supporting members and fastenings necessary to adapt them to architectural and structural conditions unless support members are shown on structural or architectural drawings
 - 7. Their connection to building systems including the purchase and installation of all terminating fittings necessary to adapt and connect them to the building systems
- C. Items which are to be installed but not purchased as part of the work of a particular trade shall be carefully examined by this trade upon delivery to the project.

Claims that any of these have been received in such condition that their installation will require procedures beyond the reasonable scope of the work of the installing trade will be considered only if presented in writing within one week of the date of delivery of the items in question.

The work of the installing trade shall include all procedures, regardless of how extensive,

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necessary to put into satisfactory operation, all items for which no claims have been submitted as outlined above.

END OF SECTION 013113

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SECTION 013114 – COORDINATION DRAWINGS AND PROCEDURES

1.1 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- B. Coordination of the work shall be performed as outlined below.

1.2 REQUIREMENTS INCLUDED

- A. Scheduling (Coordinate with Section 01 32 00)
- B. Coordination Drawings and Procedures -General Construction Work
- C. Coordination Drawings and Procedures -Mechanical/Plumbing/Electrical Work
- D. Meetings

1.3 SCHEDULING

- A. Development of coordination drawings shall begin immediately.
- B. Progress of coordination drawings must be reported at every project meeting until accepted.

1.4 COORDINATION DRAWINGS AND PROCEDURES-GENERAL
CONSTRUCTION WORK

- A. The Contractor shall provide fully integrated building, structural, mechanical/plumbing/electrical coordination drawings and field installation layouts for such work as directed by the Architect and/or required by job requirements so as to resolve tight field conditions except as modified in Paragraph 1.5 below.
- B. These composite shop drawings and field installation layouts shall be coordinated in the field among the Contractors to verify the proper relationship to the work of other trades based on field conditions, and shall be checked for accuracy and approved by the Contractors before submission to the Architect for his review and concurrence and shall become the basis for more specific shop drawing submittals as required by the technical specifications.

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1.5 COORDINATION DRAWINGS AND PROCEDURES –
MECHANICAL/ELECTRICAL WORK

- A. Mechanical/electrical work shall be coordinated as indicated by the following procedure.
- B. The HVAC Contractor and/or the Sheet Metal Subcontractor shall prepare a complete draft set of drawings on “bond” to act as background drawings at scale not less than 3/8 inch equals 1 foot, showing structure and other information as needed for coordination. He shall show sheet metal layout thereon. Upon acceptance of these “bond” drawings, the HVAC Contractor shall plot, or have plotted, a final coordination set on Vellum and these will be the Coordination Drawings.
- C. ALL FIREWALLS AND SMOKE PARTITIONS MUST BE HIGHLIGHTED ON THE SHEET METAL DRAWINGS FOR APPROPRIATE COORDINATION
- D. The main paths of egress and for equipment removal, from mechanical and electrical rooms must be clearly shown on the coordination drawings.
- E. Each of the below specialty trades shall add its work to these background drawings with appropriate elevations and grid dimensions using a color coding system to be developed between trades.

Specialty trade information is required for fan rooms and mechanical rooms, horizontal exits from duct shafts, crossovers, and for spaces in and above ceilings where congestion of work may occur such as corridors, and even entire floors.

Drawings shall indicate horizontal and vertical dimensions, to avoid interference with structural framing, ceilings, partitions, and other services.

1. Specialty Trades

- Sheet Metal Subcontractor
 - Fire Protection Subcontractor
 - HVAC Piping and Associated Control Systems
 - Plumbing System
 - Electrical
 - General Contractor
- F. Each specialty trade shall sign and date each mylar coordination drawing. Return drawings to the Sheet Metal Subcontractor, who shall route them sequentially to all specialty trades.
- G. Where conflicts occur with placement of materials of various trades, the Sheet Metal Subcontractor will be responsible to coordinate the available space to accommodate all trades. Any resulting adjustments shall be initialed and dated by the specialty trade. The Sheet Metal Subcontractor shall then final date and sign each drawing. If he cannot

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resolve conflicts, the decision of the General Contractor shall be final.

- H. A Subcontractor who fails to promptly review and incorporate his work on the drawings shall assume full responsibility of any installation conflicts affecting his work and of any schedule ramifications.
- I. Sheet Metal Subcontractor shall make copies of all coordination drawings. Fabrication shall not start until such transparencies of completed coordination drawings are received by the Architect/Engineer and have been reviewed.
- J. Review of coordination drawings shall not diminish responsibility under this Contract for final coordination of installation and maintenance clearances of all systems and equipment with Architectural, Structural, Mechanical, Electrical and other work.
- K. After Architect/Engineer Review:
 - 1. After review of coordination drawings, the method used to resolve interferences not previously identified shall be as in 1.6 "MEETINGS" below
 - 2. All changes to reviewed coordination drawings shall be approved in writing by the Architect/Engineer prior to start of work in affected area
- L. Distribution of Coordination Drawings:
 - 1. The Sheet Metal Subcontractor shall provide the following distribution of document
 - One vellum of each Coordination Drawing to each specialty trade and affected Contractor for their use
 - One vellum of each Coordination Drawing to Owner
 - One vellum of each coordination drawing to General Trades Contractor
 - One vellum of each coordination drawing to the Construction Manager
- M. Coordination Drawings include but are not necessarily limited to:
 - 1. Structure
 - 2. Partition/room layout
 - 3. Ceiling tile and grid
 - 4. Light fixtures
 - 5. Access panels
 - 6. Sheet metal, coils, boxes, grilles, diffusers, etc.
 - 7. HVAC piping and valves
 - 8. Smoke and fire dampers
 - 9. Soil, waste and vent piping
 - 10. Water piping
 - 11. Roof drain piping
 - 12. Major electrical conduit runs, panel boards, feeder conduit and racks of branch conduit
 - 13. Above ceiling miscellaneous metal
 - 14. Fire Protection Systems
 - 15. Heat tracing of piping
 - 16. Equipment support, anchors, guides and seismic restraints

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- N. The color coded transparencies shall be kept at the Owner's Representative's field office for future reference in the event of conflict between the trades.
- O. All coordination drawings shall be delivered to the Architect at the end of the project as part of the record drawing requirements set forth in Article 53 of the General Clauses.

1.6 MEETINGS – Coordinate with Article 39 of the General Clauses

- A. Coordination meetings to resolve interferences in the work will be held at the project site under the direction of the Architect and Owner's Representative.

Representatives of each Contractor shall be present at each meeting.

Each Contractor shall provide the necessary manpower and/or overtime to insure that the coordination process described herein does not delay the Project Schedule.

END OF SECTION 013114

SECTION 013200 – SCHEDULING AND PROGRESS (Coordinate with Article 45 of the General Clauses)

1.1 DESCRIPTION

- A. The Contractor shall develop a full schedule, in sufficient detail and clarity of form and technique so that the contractor can plan and control his work properly and the Architect and Owner can readily monitor and follow the progress for all portions of the work. The Contractor shall complete the detailed schedule within 15 days after contract award.
- B. The schedule shall comply with the various limits imposed by the scope of work any by any contractually intermediate milestone dates and completion dates included in the contract.
- C. The activities identified in the schedule shall be analyzed in detail to determine activity time durations in units of whole working days. All duration's shall be the result of definitive manpower and resource planning by the Contractor.
- D. The activity data shall include activity codes to facilitate selection, sorting and preparation of summary reports and graphics. Activity codes shall be developed for:
 - 1. Area: Subdivision of the building and site into logical modules or blocks and levels
 - 2. Responsibility: contractor or subcontractor responsible for the work
 - 3. Specifications: CSI Master Format
 - 4. System: Division of the work into building systems for summary purposes
 - 5. Milestone: Work associated with completion of interim completion dates or milestones
 - 6. Pay Item: Work identified with a pay item on the Schedule of Values

1.2 REPORTS

- A. For initial submittal and each update, the contractor shall prepare the following standard report.
 - 1. Tabular Schedule Report sorted by Activity code and Early Start

1.3 GRAPHICS

- A. For initial submittal the contractor shall prepare the following graphics:
 - 1. Pure logic diagram (Precedence Format) of entire data, not time scaled, grouped by Activity code
 - 2. Detailed bar chart sorted by Activity Code with Early Start and Early Finish
 - 3. Summary bar chart summarizing by Activity Code with Early Start and Early Finish
- B. For each update the contractor shall prepare the following graphic:

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1. Bar Chart showing work activities with Early Start in the next 40 work days sorted by Activity Code and Early Start
 2. Summary Bar Chart summarizing by Activity Code showing progress with Early Start and Early Finish
- C. For each Change Order involving adjustment in the contract time for performance the contractor shall prepare a pure logic diagram showing the changed work with all predecessor and successor activities.

1.4 SUBMITTALS

- A. In no case shall first application for payment be approved prior to submission of acceptable preliminary schedule, detailed submittal schedule, and schedule of values.
- B. Monthly updates, required schedules and graphics shall be submitted to the Architect and Owner within five working days following the end of the preceding month. Monthly updates, schedules and graphics shall be submitted in five copies.
- C. If any of the required submissions are returned to the Contractor for corrections or revisions, they shall be resubmitted within ten (10) calendar days after the return mailing date. Resubmittals shall be in the same quantities as noted above. Review and response by the Architect will be given within ten (10) calendar days after resubmission.

1.5 PAYMENT WITHELD

- A. If the Contractor fails to submit the required material as indicated in this section within the time prescribed or revision thereof within the requested time, the Architect may withhold approval of Progress Payment Estimates until such time as the Contractor submits the required information.

1.6 UPDATES

- A. Updates of the Schedule shall be made at the end of each month reflecting actual or reasonably anticipated progress as of the last working day of the month. Monthly updates of the Detailed Schedule will be made each month until all work is substantially complete.
- B. The Contractor will meet with the Architect and Owner at the end of the updated period to review information in draft form before preparation of the required schedules and graphics. The Contractor will present data, prepared in advance, for review and approval of the Architect and Owner including:
 1. Actual Start Dates
 2. Actual Completion Dates
 3. Activity percent complete and/or Remaining Duration

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4. Revised logic, changes in activity duration's or resource assignments
 5. Narrative report discussing progress through the update period; changes, delays or other circumstances affecting progress; status of the project with respect to completion schedule; and any efforts by the Contractor to improve progress
- C. The update meeting will establish the values to be submitted for payment and will be directly related to the schedule of values in the application for payment.
- D. The Contractor shall prepare a report of the meeting and make all changes, additions or corrections to the data resulting from the review. The contractor shall promptly prepare the monthly submittal following the update meeting.

1.7 CHANGES, DELAYS AND EXTENSIONS OF TIME

- A. When changes or delays are experienced, the Contractor shall submit to the Architect and Owner a Time Impact Analysis illustrating the influence of each change or delay on the current Contract scheduled completion date. Each time analysis shall include a network analysis demonstrating how the Contractor proposed to incorporate the change or delay into the Detailed Schedule. Additionally, the analysis shall demonstrate the time impact based on the date the change was given to the Contractor, the status of construction at that point in time, and the activity duration of all effected activities. The activity duration used in this analysis shall be those included in the latest update of the Detailed Schedule, closest to the time of delay or as adjusted by mutual agreement.
- B. Each Time Impact Analysis shall be submitted within ten (10) calendar days after a delay occurs or a notice of change order is given to the Contractor. In cases where the Contractor does not submit a Time Impact Analysis for a specific change or delay with a specified period of time, it shall be mutually agreed that no time extension is required. Final evaluation of each Time Impact Analysis by the Architect and Owner shall be made within fourteen (14) calendar days after receipt unless subsequent meetings and negotiations are necessary. Adjustments in the Contract time for performance shall be made only by written change order approved by the Owner. Upon approval of the Owner, Network diagrams illustrating the influence of changes and delays shall be incorporated into the Detailed Schedule by the contractor during the first update after agreement is reached.

END OF SECTION 013200

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SECTION 013300 – SUBMITTAL REQUIREMENTS

1.1 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- B. Submittals shall be made in groupings where installations are complimentary, i.e. porcelain tile, grout, metal studs, gypsum board; etc. Failure to comply with this requirement will be cause for rejection of any or all submittals.
- C. For purposes of LEED certification of this project, if sought by the Owner, the Contractor shall, as part of the submittal package. Submit the following documentation of:
 - 1. Recycled content from manufacturer for products with specified recycled content.
 - 2. Manufacturing locations and origins of materials for products either “manufactured” and/or “manufactured and sourced” within 500 miles of the project site.

1.2 REQUIREMENTS INCLUDED

- A. Approved Equal Clause/Substitutions/Options
- B. Certification
- C. Manufacturer's Instructions
- D. Shop Drawings
- E. Samples
- F. Material Safety Data Sheet (MSDS) Submittals
- G. Scheduling of Submittals
- J. Progress Photographs
- K. Certificates
- L. Construction Waste Management Procedures and Certifications – See Section 01 74 19.
- M. V.O.C. Compliance certification – See individual technical sections.

1.3 APPROVED EQUAL CLAUSE/SUBSTITUTIONS/OPTIONS -Section 01 25 00

1.4 CERTIFICATION

- A. Certification of compliance with specification performance standards and manufacturers' specifications and directions shall be furnished for any portion of this work for which specific performance requirements and/or manufacturers' specifications are listed.

It shall be the responsibility of the Contractor to secure two (2) copies of each certification when required and transmit same to the Architect.

- B. Sample Certification Form (2 pages) is attached as an exhibit at the close of this Section. Each item requiring certification shall be so noted and affidavits shall be filed singly to cover each specified material, installation, application and the like.

CERTIFICATIONS SHALL BE SUBMITTED AS PART OF THE CLOSE OUT DOCUMENT REQUIREMENTS SET FORTH IN SECTION 01 77 00.

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1.5 MANUFACTURERS' INSTRUCTIONS

- A. Where in these specifications an item is called for to be installed in accordance with the manufacturer's directions, specifications or recommendations, the Contractor shall furnish the Architect with two (2) printed copies of said directions, specifications or recommendations, before the item is installed.

1.6 SHOP DRAWINGS

- A. The following serves as a further definition of the requirements for shop drawing submittals as covered in Article 44 of the General Clauses:
1. The Contractor shall submit to the Architect with such promptness as to cause no delay in the work, layout, detail, schedule, setting, product data and shop drawings for each part of the work as specified or required.
 2. BEFORE SUBMITTING ANY DATA FOR APPROVAL, THE CONTRACTOR SHALL CHECK THE SUBMITTALS OF ALL SUBCONTRACTORS FOR ACCURACY AND CONTRACT COMPLIANCE.

Contractor shall see that all work contiguous with and having bearing on work indicated on drawings is accurately and distinctly illustrated and that work shown is in conformity with contract requirements.

3. Shop drawings shall be numbered consecutively and shall represent:
 - a. All working and erection dimensions.
 - b. Arrangement and sectional views.
 - c. Necessary details, including information for making connections to other work.
 - d. Kinds of materials and finishes. Colors, where applicable.
4. Shop drawings shall be dated, and shall generally contain:
 - a. Name and Number of project.
 - b. Name, address and telephone number of submitting Contractor.
 - c. Description of required equipment, materials, and classification item numbers.
 - d. Locations at which materials or equipment are to be installed in the Work.
 - e. Identification of drawings, schedules, notes and/or details and specification sections and related paragraphs to which they apply.
 - f. Equipment or fixture identification corresponding to that used in Contract Documents.
 - g. Accessories and special or non-standard features and materials which are being furnished.
 - h. Properly marked with external connection identification as related to the project where they consist of standard factory assembly or field installation drawings.

In addition to the general data required above, applicable mechanical and electrical submissions shall contain:

- a. Manufacturer's specifications including materials of construction, metal gauge, thickness and finish.
- b. Certified dimensional drawings including clearances required for maintenance or access (coordinate with Section 01 31 14)

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- c. Performance data, ratings, operating characteristics, and operating limits.
 - d. Electrical ratings and characteristics.
 - e. Wiring and control diagrams, where applicable.
 - f. Certifications requested, including UL label or listing.
 - g. List of accessories which are required but are NOT being provided by the product manufacturer or are NOT being furnished under this Section.
- Identify the Section(s) under which the accessories are being furnished.

5. Submission of data for approval shall be accompanied by letter of transmittal, in duplicate, containing the name of the project, Contractor's name, number of drawings, titles and other pertinent data.

6. Procedure for Submitting Shop Drawings and Product Data:

The contractor shall submit five (5) copies of data, for standard manufactured items, in the form of manufacturer's catalog sheets, showing illustrated cuts of the items to be furnished, scaled details, sizes, dimensions, performance characteristics, operating clearances, capacities, wiring diagrams and all other pertinent information.

NOTE - all such data shall have "review" stamp applied to each submittal prior to submittal.

Two copies of reviewed submissions will be returned to the contractor.

The average "turn around time" of any one in-house submittal by the Architect shall not exceed 15 business days for review and at least 20 business days when another consultant is involved.

- a. For drawings returned "Resubmit", "Amend & Resubmit", "disapproved", or "Rejected-Resubmit", the original drawings shall be corrected and resubmitted, without any additional charges to the Owner, until final approval.
- b. For drawings returned "Approved", "No Exceptions Taken", "approved as Noted", and "Make Corrections Noted", the contractor shall obtain and provide sufficient prints as required for the field.

NOTE: It is the responsibility of the contractor to confirm all dimensions, quantities, and the coordination of materials, systems and products supplied by him with other trades. Approval of shop drawings containing errors does not relieve the contractor from making corrections at his expense.

- 7. No work as called for by shop drawings shall be done until Architect's approval.
- 8. IF SUBMITTALS SHOW VARIATIONS FROM CONTRACT REQUIREMENTS BECAUSE OF STANDARD SHOP PRACTICES, OR OTHER REASONS, CONTRACTOR SHALL MAKE SPECIFIC MENTION OF SUCH VARIATION IN HIS LETTER OF TRANSMITTAL.
- 9. APPROVAL OF SHOP DRAWINGS IS GENERAL. IT SHALL NOT RELIEVE CONTRACTOR OF THE RESPONSIBILITY FOR ACCURACY OF SUCH DRAWINGS, NOR FOR THE FURNISHING OF MATERIALS OR PROVISION OF WORK REQUIRED BY THE CONTRACT AND NOT SHOWN ON THE SHOP DRAWINGS.

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Unless it is an interpretation of design intent, approval of shop drawings shall not be construed as approval of departures from Contract.

10. If the Contractor should alter any information on previous submittals, besides the notations called for by the Architect, he must circle this new information to bring it to the Architect's attention.

11. In submitting data for approval, all associated drawings, product data and the like, relating to a complete assembly shall be submitted at one and the same time so that each may be checked in relation to the entire proposed assembly.

PARTIAL SUBMISSIONS WILL BE RETURNED WITHOUT ACTION TAKEN.

12. Contractor shall have copies of all approved shop drawings as listed in Paragraph 1.6.A.6 above on the job at all time and shall make them available to the Architect or the Owner's representatives.

1.7 SAMPLES

A. The following serves as a further definition of the requirements for sample submittals as covered in Article 44 of the General Clauses:

1. Names of proposed manufacturers, materials men and dealers who are to furnish materials, fixtures, appliances or other fittings shall, where practical, be submitted to the Architect for early approval to afford proper investigation and check.
2. No manufacturer will be approved for any materials to be furnished under this contract unless he shall be of good reputation and shall have plant of ample capacity and shall have successfully produced similar products.
3. All transactions with manufacturers and subcontractors shall be through the Contractor.
4. Unless otherwise specified, samples shall be in duplicate (2) and of adequate size to show quality, type, color, range, finish, texture, etc.

INTERRELATED COLOR SELECTIONS WILL NOT BE MADE UNTIL ALL PERTINENT SAMPLES ARE MADE AVAILABLE TO ARCHITECT.

Deliver one (1) sample to field office and one (1) sample to Architect's office unless otherwise directed.

5. Each sample shall be labeled, bearing material and quality names, submitting Contractor's name, and project name, and other pertinent data.

In accordance with OSHA regulation Number 1910.1200, a Manufacturers Material Safety Data Sheet (MSDS) shall be submitted for each product to be incorporated in the work.

Failure to observe these submittal requirements will be cause for rejection of the entire submittal.

The safe handling of products by the applicator according to MSDS warnings is a safety

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issue, like any other, entirely within the purview of the General Contractor.

6. Where Specifications require manufacturer's printed installation directions, such directions and diagrams shall accompany samples. Coordinate with Paragraph 1.05 herein.

7. A duplicate letter of transmittal from the submitting Contractor requesting approval of the sample shall accompany the samples.

8. Transportation charges to designated locations must be prepaid on all samples.

9. Materials shall not be ordered until approval is received in writing from the Architect. All materials shall be furnished equal in all respects to the samples which were approved.

1.8 MATERIAL SAFETY DATA SHEET (MSDS) SUBMITTALS

A. As specified in Paragraph 1.7 of this Section and within the technical sections forming this Specification, the Contractor is directed to the following requirements concerning "MSDS" submittals:

1. Submit MSDS's for all products used during construction whether incorporated within the work or used in the performance of the work.
2. Identify which products may be harmful to construction workers or other building occupants.
3. Develop means and methods for protection of construction workers and other building occupants from potentially harmful products. **Submit said means and methods to the Owner for review and approval.**

B. Further, the General Contractor with assistance from each individual contractor shall maintain a "MSDS" file on site, accessible to workers and otherwise in compliance with jurisdiction's "Right To Know" legislation.

C. **Attention is directed Section 01 77 00, Article 1.4.A.12 for final closeout submittal of MSDS compilation to the Owner.**

1.9 SCHEDULING OF SUBMITTALS

A. Within two (2) weeks after execution of the Contract, the Contractor shall submit a detailed listing of all items to be incorporated within the work, including all items of mechanical and electrical, as applicable.

Listing should state the following:

1. Date of shop drawing/sample submittals.
2. Guaranteed delivery date after shop drawing and/or sample approvals.
3. Date of installation start.
4. Date of installation completion.

1.10 PROGRESS PHOTOS

A. This Article includes requirements for periodic construction photography by the General Contractor, utilizing digital camera equipment, to demonstrate construction progress and to serve as a communicative device when describing a given condition to others at a remote location, by means of the internet.

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- B. Photography shall be taken using a digital camera and electronic program which will download the digital photos in a JPEG format to a computer with resolution adequate to demonstrate the item under discussion.
- C. One set of record prints will be required and filed with the monthly requisition. The JPEG files shall be transmitted to the appropriate parties who shall then have the option to view the picture(s) on screen or print them out using their own equipment.
- D. It is the intention of this Section to provide a tool to enhance communications and reduce the amount of time required to address questions arising at the Project site. In this end, the Contractor shall utilize good judgment in providing photographs that are informative, and not merely repeating what is shown in the other photographs.
- E. Provide factual representation of construction extent and conditions. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion, utilizing a normal lens.
- F. Before starting work, the Contractor shall take photographs of the site from different points of view sufficient in number to show all present conditions.
- G. The minimum requirements, per requisition period are six (6) photographs of each of the Building units, and three (3) photographs of the Site Work, from different points of view designated by the Architect.

1.11 CERTIFICATES

- A. Submit a Summary of Solid Wastes Generated, manifests, weight tickets, and the like in accordance with requirements of Section 017419 -Construction Waste Management.
- B. Submit, as required by each technical section a certification for V.O.C. compliance.

END OF SECTION 013300

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SECTION 013513 – SPECIAL REQUIREMENTS

1.1 GENERAL

A. Attention is directed to the Information For Bidders and the General Clauses and all Sections within Division 1 - General Requirements which are hereby made a part of this Section of the Specifications.

B. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

1.2 DESCRIPTION OF REQUIREMENTS

- A. Supplementary Definitions
- B. Field Engineering – Coordinate with Section 01 71 23.
- C. Reference Standards and Applicable Laws and Permits.
- D. Protection of property and the public. Coordinate with Article 13, 14 and 20 of the General Clauses.
- E. Noise Control. Coordinate with Article 45 of the General Clauses and Section 01 15 00.
- F. Utility Shutdowns.

1.3 SUPPLEMENTARY DEFINITIONS - Supplement Article 2 of the General Clauses.

- A. PROVIDE: The Term "provide" shall mean "furnish and install complete and ready for safe and regular use and/or operation of the item, material or service indicated".
- B. INDICATED AND SHOWN: Shall mean as detailed, scheduled, or called for in the Contract Documents.
- C. The terms "KNOWLEDGE," "RECOGNIZE" and "DISCOVER," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.
- D. The phrase "PERSISTENTLY FAILS" and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts and omissions, which causes the County's Architect/Engineer to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum or in substantial compliance with the requirements of the Contract Documents.
- E. Words in the singular shall also mean and include the plural, wherever the context so indicates, and words in the plural shall mean the singular, wherever the context so indicates.
- F. Wherever the terms "shown on drawings" are used in the specifications, they shall mean "noted", "indicated", "scheduled", "detailed", or any other diagrammatic or written reference made on the drawings.
- G. The term "Furnish" shall mean "to fit out and/or supply" material required for project use.
- H. The term "INSTALL" shall mean "set", "connect", "erect", "apply" or to "otherwise fix into position for use".
- I. Whenever the terms "material" or "materials" are used in the specifications, they shall mean any "product", "equipment", "device".

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- J. The terms "approved" or "approval" shall mean the written approval of the Architect/Engineer.
- K. The terms "directed", "required", "permitted", "ordered", "designated", "prescribed" and similar words shall mean the direction, requirement, permission, order, designation or prescription of the Architect/Engineer; the terms "approved", "acceptable", "satisfactory" and similar words shall mean approved by, acceptable or satisfactory to the Architect/Engineer; and the terms "necessary", "responsible", "proper", "correct" and similar words shall mean necessary, reasonable, proper, or correct, in the judgment of the Architect/Engineer.
- L. "Concealed" means hidden from sight in chases, furred spaces, shafts, hung ceiling, embedded in construction or in crawl spaces.
- M. "Exposed" means not installed underground or "concealed" as defined above as well as work visible to building occupants.
- N. "Invert Elevations" means the inside bottom of pipe.
- O. "The Contractor" or "Contractor" meaning that Contractor normally responsible for that work referenced;
 - 1. The term "Specialist" or "Specialty Contractor" as used in these specifications shall mean an individual or firm of established reputation, or, if newly organized, whose personnel have previously established a reputation in the same field, which is regularly engaged in, and which maintains a regular force of workmen skilled in either manufacturing or fabricating items required by the Contract, installing items required by the Contract, or otherwise performing work required by the Contract.
 - 2. Where the Contract Specifications require installation by a "Specialist", that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform such work under the manufacturer's direct supervision.

1.4 FIELD ENGINEERING

- A. Provide field engineering services; establish grades, lines and levels, by use of recognized engineering survey practices, as applicable.

1.5 REFERENCE STANDARDS AND APPLICABLE LAWS AND PERMITS –

Coordinate with Information for Bidders and the General Clauses.

- A. All materials and work provided under this contract shall be in accordance with all applicable federal, state and local laws, regulations, ordinances, codes, standards and orders, and the contractor shall be responsible for all documents, applications, plans, etc. and payment of all fees to secure all required permits and approvals to complete the work in accordance with all requirements of this contract.
- B. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes or within these Contract Documents.
- C. The date of the standard is that in effect as of the Advertisement date, except when a specific date is specified.
- D. Obtain copies of standards when required by Contract Documents. Maintain copy at jobsite during progress of the specific work.
- E. Where specific performance requirements are listed herein, it is the intent of this specification that all manufacturers, fabricators, suppliers, installers, contractors, subcontractors, specialty and sub-subcontractors will provide services satisfying these requirements whether mentioned by trade or manufacturers name or submitted for approval as an approved or equal.

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- F. Where no explicit quality or standards for materials or workmanship are established for work, such work shall be of such quality consistent with industry standards and of the construction quality established for the Project generally.

1.6 PROTECTION OF PROPERTY AND THE PUBLIC; USE OF PREMISES

- A. The Contractor shall provide adequate means for the purpose of preventing dust caused by construction operations throughout the period of the construction contract.
- B. This provision does not supersede any specific requirements for methods of construction or applicable conditions set forth in the General and General Clauses with added regard to performance obligations of the General Contractor.
- C. The General Contractor shall take steps to prevent the introduction of pollutants and dust into the ventilation system during construction.

1.7 NOISE CONTROL - Coordinate with Section 01 15 00, Most Restrictive Provisions Apply.

- A. Develop and maintain a noise abatement program and enforce strict discipline over all personnel to keep noise to a minimum.
- B. Execute construction work by methods and by use of equipment which will reduce excess noise.
- C. Equip air compressors with silencers, and power equipment with mufflers.
- D. Manage scheduling to reduce noise.

1.8 UTILITY SHUTDOWNS

- A. When installation of a partial or a complete new system or modifications to an existing system requires shutdown of an operating system, the connection of the partial system shall be performed only after prior notification of the estimated shutdown time periods have been approved by the Owner and the Architect/Engineer and then only in the following time periods.

Advance Notification Time Required:

- Fire Alarm Shunts – 7 days
- Electrical and/or Plumbing shutdowns – 2 weeks

- B. The Contractor shall do all work involved in shutdown period when scheduled and/or directed by the Architect/Engineer and at no additional expense to County.
- C. Certain service "cut-in" may require overtime operations which will be accomplished at no extra cost to County.

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1.9 **ADDITIONAL INSURANCE REQUIREMENTS – (ONLY FOR PROJECTS THAT
INCLUDE ASBESTOS ABATEMENT WORK)**

A. . See GENERAL REQUIREMENTS- Additional Insurance Requirements – page 1.5

1.10 **SPECIAL PROVISIONS FOR CONSTRUCTION**

- A. Work Times: Monday to Friday between 8:00 am and 4:00 pm.
- B. Contractors are to use area designated for dumpsters and staging as approved by the Owner. Contractor's storage of materials to be in secure containers.
- C. There will be contractor parking on site.
- D. There will be Contractor Criminal background checks as per Executive order 1-2009-8.

END OF SECTION 013513

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SECTION 013529 – HEALTH AND SAFETY PLAN

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

1.2 REQUIREMENTS INCLUDE

- A. Provide all labor, equipment and materials and perform all operations in connection with monitoring air quality, decontaminating equipment and providing worker health and safety protection for all Contractor and Subcontractor personnel.
- B. Develop a site specific Health and Safety Plan (HASP) specifically addressing the potential hazards that may be encountered. This plan shall meet all Occupational Safety and Health Administration (OSHA) requirements.
- C. Review the requirements and data presented and supplement the program with any additional measures deemed necessary to fully comply with regulatory requirements and adequately protect personnel on the site.

1.3 REFERENCES

- A. OSHA Regulation 29 CFR 1910.120.
- B. OSHA Regulation 29 CFR 1926.62.

1.4 DEFINITIONS

- A. Site Safety Official (SSO): The individual who is responsible to the Contractor and has the authority and knowledge necessary to implement the site safety and health plan and verify compliance with applicable safety and health requirements

1.5 SUBMITTALS

- A. Provide within seven (7) days after execution of the Agreement.
 - 1. Site-specific HASP including the Emergency Response Plan to the Owner, Owner's Representative and Architect for review, including provisions for decontamination and a contingency plan for unforeseen emergencies. The review is only to determine if the HASP meets basic regulatory requirements and the minimum requirements of this Section. The review will not determine the adequacy of the HASP to address all potential hazards, as that remains the sole responsibility of the Contractor
 - 2. Current certification of employee's health and safety training and certification of employee's baseline medical exam status
 - 3. Certification of additional required health and safety training for Supervisors
 - 4. Qualifications and experience of the SSO for approval
- B. Submit minutes of weekly safety meetings at periodic progress meetings.

1.6 CONTRACTORS RESPONSIBILITIES

- A. Contractor is solely responsible for the health and safety of workers employed by the Contractor,

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any Subcontractor and anyone directly or indirectly employed by any of them

- B. Develop and follow a site specific Health and Safety Plan (HASP) in accordance with the requirements of paragraph 1.7
- C. Provide a full-time SSO regardless of whether or not the Work is at a defined Uncontrolled Hazardous Waste Site.
- D. Pre-arrange emergency medical care services at a nearby hospital, including establishment of emergency routes of travel.
- E. Meetings:
 - 1. Conduct daily job briefings with all site personnel to discuss relevant health and safety issues including but not limited to hazards, monitoring, procedures and controls. Document attendance and topics covered.
 - 2. At a minimum, conduct weekly safety meetings with all site personnel, documenting attendance and topics covered.

1.7 HEALTH AND SAFETY PLAN (HASP) REQUIREMENTS

- A. Temporary overhead protection for interior of building:
 - 1. safety and health hazard assessment
 - 2. procedures for emergency medical treatment and first aid
 - 3. map indicating route to hospital for emergency medical care
 - 4. physical hazard evaluation
 - a. equipment operation
 - b. confined space entry
 - c. slips and falls
 - d. falling debris
 - e. encountering unmarked utilities
 - f. cold and heat stress
 - g. hot work (cutting and welding)
 - 5. Training requirements
 - 6. Recordkeeping requirements

END OF SECTION

SECTION 015000 – TEMPORARY FACILITIES

(Coordinate with Article 46 and 48 of the General Clauses)

1.1 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- B. Temporary facilities indicated to be provided by a Contractor for the use of his Subcontractors and/or other Contractors shall mean for their use without payment for such use unless otherwise specified.

1.2 REQUIREMENTS INCLUDED

- A. Temporary and Permanent Services, General
- B. Temporary Light and Power
- C. Temporary Heating/Cooling Facilities
- D. Temporary Toilet Facilities
- E. Temporary Water
- F. Storage Facilities
- G. Scaffolding and Staging
- H. Roof Protection
- I. Temporary Use of Permanent Elevator as Equipment Material Hoist
- J. Rubbish Container
- K. Construction Fencing
- L. Janitorial Service/Daily Cleanup
- M. Fire Prevention Control
- N. Temporary Fire Protection
- O. Discontinuance, Changes and Removal

1.3 TEMPORARY SERVICES, GENERAL

- A. The Contractor shall provide and maintain, either directly or through its' subcontractors, all temporary services and utilities, including all labor, materials, equipment and the like necessary to adequately furnish, deliver and maintain said services at all times when required during the term of the Contract.

NOTE: In accordance with OSHA and other applicable regulations, the respective Contractors performing work are solely responsible for the netting, guard rail protection and such other safety devices as deemed necessary to protect the workers and public from harm.

1.4 TEMPORARY LIGHT AND POWER

- A. The Contractor shall
 - 1. Provide all required temporary electric facilities as required for this project from Owner supplied service as outlined below.
 - 2. Insure that all temporary electrical work shall be in conformity with the National Electric Code and in accordance with applicable governmental regulations.
 - 3. MAINTAIN AND SERVICE THE TEMPORARY ELECTRIC SYSTEM. The energy will be supplied, **and paid for**, by the Owner for all work. No reimbursement will be made by Owner in the event of disconnect.
- B. The Contractor shall provide and maintain.

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1. A feeder network of sufficient size and capacity for all requirements of construction, except welding and shall maintain same while under construction and until the permanent feeders and related equipment have been installed and are in operation.
2. Equip each branch circuit with lamp sockets and fused grounding type outlets for 120 and 208, 240 volt, single phase power. Provide lamp sockets of weatherproof medium base type. The power outlets shall consist of an approved box with cover containing fuse holders and grounding type outlets, Buss Type SRX and SKY.
3. Fuse cutout bases for each branch circuit. The total load on each branch circuit (light and power) shall not exceed twenty (20) amperes.
4. All lamps and fuses (including replacements for temporary lighting and power). **Provide 13 watt LED or equivalent lamp for each lighting outlet.**
5. All equipment requiring other than 120 v/ 60 cycle/ single phase operation, as well as welders, shall be run under portable generators or from step-up transformers furnished by the trades requiring same.
6. Provide all wiring and equipment for temporary lighting and power so that service shall be available to the work.
7. Provide temporary light based on a minimum of 1 watt per square foot covering each and every square foot of roof area. For work on roof, provide adequate outdoor lighting to illuminate hazards and to satisfy minimum requirements of safety and security, subject to Architect's and Owner's approval.
8. Upon completion of all work and or when directed by the Architect, remove all temporary wiring and ancillary work.
9. Temporary light and power will be made available during all hours of operation of Contractor without additional costs to the owner.

1.5 TEMPORARY HEATING/COOLING FACILITIES

- A. The Contractor shall provide and pay for all temporary heating, coverings and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work and to facilitate the completion thereof. The Contractor shall maintain the critical installation temperatures, provided in the technical provisions of the specifications, herein, for all work in those areas where same is being performed.
- B. The maintenance of proper heating, ventilation and adequate drying out of the work is the responsibility of the Contractor and any work damaged by dampness, insufficient or abnormal heating shall be replaced to the satisfaction of the Architect by and at the sole expense of the Contractor.
- C. Unless otherwise specified, the minimum temperature shall be 50 degrees F at all places where work is actually being performed within the enclosed Project.

1.6 TEMPORARY TOILET FACILITIES

- A. All maintenance and restoration of facilities is the responsibility of the General Contractor upon completion at no cost to the Owner.

1.7 TEMPORARY WATER – By Owner

- A. The Owner will provide water service to the Contractor without charge, but reserves the right to terminate, without incurring additional cost, said service in the event of abuse of such service.
- B. The Contractor shall make all necessary connections and extend piping to areas required at no additional cost to the Owner.
- C. The Contractor shall have all equipment for the temporary water removed at the completion of the Project or when directed by the Architect or Owner.

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1.8 STORAGE

- A. Materials delivered to the site shall be safely stored and adequately protected against loss or damage. Particular care shall be taken to protect and cover materials that are liable to be damaged by the elements.

1.9 SCAFFOLDING AND STAGING

- A. All scaffold, staging and appurtenances thereto shall comply in total to the requirements of Safety and Health Regulations for Construction Chapter XVII of OSHA, Part 1926 and all related amendments.
- B. Shop Drawing Submittals for scaffolding and bridging are required and shall be stamped and signed by a NYS licensed structural engineer.

1.10 ROOF PROTECTION – **As Applicable to Scope of Work.**

- A. During the construction period, after installation of roofing system specified under Division 7, and notification from Manufacturer as to certified completeness, the Contractor shall take strict precautions against unnecessary traffic on the roofing surface.
- B. The Contractor shall provide temporary protection on the roof surface when it is necessary for work to take place on completed sections.
- C. Upon such notification as required in subparagraph A, the Contractor shall assume responsibility for damages, if any, to the roofing system caused by the work of other trades, except that financial liability for any and all damages rests with the offending trade.

1.11 TEMPORARY USE OF PERMANENT ELEVATOR AS EQUIPMENT MATERIAL HOIST –
Elevators are not available.

1.12 RUBBISH CONTAINER

- A. Provide suitable rubbish container device (s), properly maintained and serviced, replaced as required and protected from access by the public by fencing as may be specified herein or approved by the Architect.
- B. Each Subcontractor shall sweep up and gather together daily all his own rubbish and removed materials and place same in containers to be provided by the Contractor. Wood crates and similar matter shall be broken up, securely tied into bundles and stacked alongside rubbish containers OR in locations as directed by the Contractor. Items larger than container capacity shall be removed from the site by the respective contractor.
- C. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENT OF RELOCATION OF THE COMPLETE REMOVAL SYSTEM AT VARIOUS TIMES THROUGHOUT THE PROJECT AS MAY BE REQUIRED TO MAINTAIN PROGRESS OF THE WORK.

1.13 CONSTRUCTION FENCING – Coordinate with Staging/Exiting Drawings as applicable to the particular project.

- A. Construction fencing shall be provided enclosing all work and storage areas or where indicated on the drawings. Unless otherwise shown or directed, all fencing shall be 8 feet high, accurately aligned and plumb, adequately braced, and complete with gates, locks, and hardware as required.

UNDER NO CONDITIONS SHALL FENCING BE ATTACHED OR ANCHORED TO EXISTING CONSTRUCTION OR TREES.

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Fencing shall be as follows:

1. Fencing traversing paved areas shall be free standing sandbagged barrier type in a continuous manner, firmly aligned and securely mounted. Fencing shall essentially consist of heavy timber wood sill with chainlink fencing consisting of 2 inch posts with top and bottom rails of 1 inch pipe and No. 9 wire fabric. All fencing shall be galvanized.
 2. Fencing traversing “grassed areas” shall be chainlink fencing consisting of 2 inch posts with top and bottom rails of 1 inch pipe and No. 9 wire fabric. All fencing shall be galvanized. Posts shall be set below grade a minimum of 2 foot and firmly anchored.
- B. Site access gates shall be provided as required of same material as site fence complete with all operating hardware and security devices.
- C. Contractor shall submit drawings showing type, materials and construction of fencing to Architect for approval before proceeding with installation.
- D. All wood or metal products, unless galvanized, shall receive 2 coats of latex exterior paint of color and manufacturer as approved by the Architect.
- E. Should fencing be required to be relocated during the course of the project, same shall be done at the total expense of the Contractor. At the completion of the project, the Contractor shall remove and dispose of the construction fencing.
- F. The construction fence shall be MAINTAINED IN GOOD ORDER by the Contractor throughout the life of the project.

1.14 JANITORIAL SERVICE/DAILY CLEANUP

- A. The Contractor shall furnish daily janitorial services for the project and perform any required maintenance of facilities as deemed necessary by the Architect during the entire life of the contract. Toilet facilities shall be kept clean and sanitary at all times. Services shall be accomplished to the satisfaction of the Architect. The Contractor shall provide daily trash collection and cleanup of the project area and shall dispose of all discarded debris, and the like in a manner approved by the Architect.

1.15 FIRE PREVENTION CONTROL

- A. All Contractors shall comply with the safety provisions of the National Fire Protection Association's "National Fire Codes" pertaining to the work and, particularly, in connection with any cutting or welding performed as part of the work.

1.16 TEMPORARY FIRE PROTECTION

- A. Each Contractor shall take all possible precautions for the prevention of fires. No flame cutting torches, blow torches, or welding tools shall be used within the building.
- C. No volatile liquids shall be used for cleaning agents or as fuels for motorized equipment or tools within a building.

1.17 DISCONTINUANCE, CHANGES AND REMOVAL

- A. All Contractors shall:
1. Discontinue all temporary services required by the Contract when so directed by the Owner or the Architect.

The discontinuance of any such temporary service prior to the completion of the

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work shall not render the Owner liable for any additional cost entailed thereby and each Contractor shall thereafter furnish, at no additional cost to the Owner, any and all temporary service required by such Contractor's work.

2. Remove and relocate such temporary facilities as directed by the Owner or the Architect without additional cost to the Owner, and shall restore the site and the work to a condition satisfactory to the Owner.

END OF SECTION 015000

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SECTION 015719 – ENVIRONMENTAL PROTECTION DURING CONSTRUCTION

1.1 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

1.2 REQUIREMENTS INCLUDED

- A. Scope
- B. Applicable Regulations
- C. Notification
- D. Implementation
- F. Protection of Water Resources
- G. Burning
- H. Dust and Mud Control

1.3 SCOPE

- A. The work covered by this section consists of furnishing all labor, material and equipment and performing all work required for the prevention of environmental pollution during and as the result of construction operations under this contract except for those measures set forth in other Technical Provisions of these specifications.
- B. Compliance with the provisions of this section by all Subcontractors shall be the responsibility of the Contractor.

1.4 APPLICABLE REGULATIONS

- A. In order to provide for abatement and control of any environmental pollution arising from the construction activities of the Contractor and his subcontractors in the performance of this contract, they shall comply with all applicable Federal, State and local laws, and regulations concerning environmental pollution control and abatement as well as the specific requirements stated elsewhere in the contract specifications.

1.5 NOTIFICATION

- A. The Architect will notify the Contractor in writing of any noncompliance with the foregoing provisions. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Architect may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost on account of any such stop orders shall be made the subject of a claim for extension of time or for extra costs or damages by the Contractor unless it was later determined that the Contractor was in compliance.

1.6 PROTECTION OF WATER RESOURCES

- A. At all times of the year, special measures shall be taken to prevent chemicals, fuels, oils, grease, bituminous materials, waste washings, herbicides and insecticides, and cement and surface drainage from entering public waters.
- B. If any waste material is dumped in unauthorized areas the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area.

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If necessary, contaminated ground shall be excavated, disposed of as directed by the Architect, refilled with clean material and compacted all at the expense of the Contractor.

1.7 BURNING

A. Burning will not be permitted.

1.8 DUST AND MUD CONTROL

A. The Contractor shall at all times provide adequate dust control measures. He shall accomplish this, without interference to the public/tenants.

END OF SECTION 015719

SECTION 016100 – MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

1.2 RELATED REQUIREMENTS

- A. General Standards
- B. Products
- C. Sustainability
- D. Transportation and Handling
- E. Storage and Protection

1.3 GENERAL STANDARDS APPLICABLE TO ALL SPECIFICATION SECTIONS

- A. These provisions, standards, and tolerances shall apply to all work under this Contract. Where stricter standards and tolerances are specified elsewhere in these Specifications or in references specified in these Specifications, they shall take precedence over these standards and tolerances.
- B. Build and install parts of the Work level, plumb, square, and in correct position unless specifically shown or specified otherwise.
 - 1. No part shall be out of plumb, level, square, or correct position so much as to impair the proper functioning of the part or the Work as judged by the Architect.
 - 2. No part shall be out of plumb, level, square, or correct position so much as to impair the aesthetic effect of the part or the Work as judged by the Architect.
- C. Make joints tight and neat. Provide uniform joints in exposed work. Arrange joints to achieve the best visual effect. Refer choices of questionable visual effect to the Architect.
- D. Under potentially damp conditions, provide galvanic insulation between different metals which are not adjacent on the galvanic scale.
- E. Manufacturers, subcontractors, and workmen shall be experienced and skillful in performing the work assigned to them.
- F. All paint used on all products shall conform to ANSI Z66.1, Specifications for Paints and Coatings Accessible to Children to Minimize Dry Film Toxicity.
- G. The Drawings do not attempt to show every item of existing work to be demolished and every item of repair required to existing surfaces. Perform work required to remove existing materials which are not to be saved and to restore existing surfaces to condition equivalent to new as judged by Architect. If possible, repairs shall be indistinguishable from adjacent sound surfaces. Where it is impossible to achieve repairs which are indistinguishable from adjacent sound surfaces to remain, notify Architect, and proceed

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according to his instructions.

1.4 PRODUCTS

- A. Products include material, equipment and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification Section shall be the same, and shall be interchangeable.
- D. In the case of an inconsistency between Drawings and the Specifications, or within either document which is not clarified by addendum, the product of greater quality or greater quantity of work shall be provided in accordance with the Designer's interpretation.
- E. Provide environmentally preferable products to the greatest extent possible. To the greatest extent possible, provide products and materials that have a lesser or reduced effect on the environment considering raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and/or disposal of the product.

1.5 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of materials in accordance with construction schedules in order to avoid delay in, conflict with, or the impeding of the progress of the Work and conditions at the site.
- B. Deliveries shall be made during regular work hours, unless approved otherwise by the Owner.
- C. Deliver materials in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.

1.6 STORAGE AND PROTECTION

- A. Store materials in accordance with manufacturer's instructions, with seals and labels accessible for inspection
- B. Contractor shall be responsible for work and equipment until fully inspected, tested and accepted. Carefully store materials and equipment which are not immediately installed after delivery to site. Close open ends of work with temporary covers or plug during construction to prevent entry of obstructing material or damaging water.
- C. Materials stored on the Site shall be neatly arranged and protected, and shall be stored in an orderly fashion in locations that shall not interfere with the progress of the Work or with the operations of the Owner.
- D. Storage: Maintain temperature and humidity within the ranges required by manufacturer's instructions.

NOTE: If approval is given to store materials in any part of the building area, they shall be so stored as to cause no overloading of the existing structure.

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- E. Deliver materials in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures
 - 2. Store fabricated products above the ground, on blocking or skids; prevent soiling or staining. Cover products subject to damage or deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
 - 3. Store loose granular materials in a well drained area on solid surfaces to prevent mixing with foreign matter. Locate away from drainage or areas subject to flooding or storm washes.

NOTE: Should it become necessary during the course of the Work to move materials or equipment stored on the Site, the Contractor, at the direction of the Owner's Representative, shall move such material or equipment at no additional cost to the Owner.

- F. If it becomes necessary to remove and restack materials to avoid impeding the progress of any part of the Work or interfering with the work to be done by any other contractor employed on the Work, the Contractor shall remove and restack such materials at no additional cost to the Owner.
- G. Protection After Installation.
 - 1. Provide adequate coverings to protect installed materials from damage resulting from natural elements, traffic, and subsequent construction.
 - 2. Remove when no longer needed.

END OF SECTION

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SECTION 017123 – FIELD ENGINEERING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specified field engineering services required for the Project, including but not limited to
 - 1. Structural, or other professional engineering services specified, or required to execute Contractor's construction methods

1.2 REQUIREMENTS INCLUDED

- A. Related Requirements
- B. Qualifications of Engineer
- C. Submittals

1.3 RELATED REQUIREMENTS

- A. Examine Contract Documents for requirements that affect work on this Section

1.4 QUALIFICATIONS OF ENGINEER

- A. Registered professional engineer of the discipline required for the specific service on the Project, licensed in the state in which the Project is located.

1.5 SUBMITTALS

- A. Submit name and address of professional engineer to Architect.
- B. On request of Architect, submit documentation to verify accuracy of field engineering work not limited to scaffolding, overhead protection, bridges and other methods requiring OSHA approval.
- C. Submit certificate signed by registered engineer certifying that elevation and locations of improvements are in conformance, or non-conformance, with Contract Documents.

END OF SECTION 017123

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SECTION 017419 – CONSTRUCTION WASTE MANAGEMENT

1.1 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

1.2 DESCRIPTION OF WORK

- A. This Section specifies requirements for a complete program for implementation of waste management controls and systems for the duration of the Work.

1.3 INTENT

- A. The Owner has established that this Project shall generate the least amount of waste practical and that processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors shall be employed.
- B. Of the waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized to the greatest extent practical.

With regard to these goals the Contractor shall develop, for Owner's Representative's review and Architect's review, a Waste Management Plan for this Project

Each Sub/Specialty Contractor shall be responsible for segregating their own waste into different dumpsters as directed by the Contractor

The Contractor shall be responsible for ensuring that debris will be disposed of at appropriately designated licensed solid waste disposal facilities, as defined by governing laws of the jurisdiction of the Work

1.4 WASTE MANAGEMENT PLAN

- A. Waste Management Plan: The Contractor shall provide a plan containing the following:
 - 1. Analysis of the proposed jobsite waste to be generated, including types and rough quantities
 - 2. Landfill Options: The name of the landfills where trash and building debris will be disposed of, the applicable landfill tipping fees, and the projected cost of disposing of all Project waste in the landfills
 - 3. Landfill Certification: Contractor's statement of verification that landfills proposed for use are licensed for types of waste to be deposited and have sufficient capacity to receive waste from this project
 - 4. Alternatives to Land filling: A list of each material proposed to be salvaged or recycled during the course of the Project. Include the following and any additional items proposed:
 - Cardboard
 - Clean dimensional wood
 - Beverage containers
 - Concrete
 - Bricks and masonry

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- Gypsum boards
 - Acoustical ceiling material (grid separate)
 - Metals from framing, banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze
5. Meetings: A description of the regular meetings to be held to address waste management
6. Materials Handling Procedures: A description of the means by which any waste materials identified above will be protected from contamination, and a description of the means to be employed in recycling the above materials consistent with requirements for acceptance by designated facilities
7. Transportation: A description of the means of transportation of the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site) and destination of materials.

Part 2 -PRODUCTS -NOT USED

Part 3 –EXECUTION

3.1 RECYCLING

- A. Metal, including but not limited to aluminum stairs, structural beams and sections, and reinforcing steel shall be recycled.
- B. Wood that is not painted and does not contain preservatives (i.e. creosote, arsenic, and chromium-containing preservatives) shall be segregated and recycled.

3.1 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. All sorting will be done “off site” by a recognized construction and demolition processing facility who will be responsible for provision of all documentation as to where loads were processed and the recycling rate achieved.
- B. Hazardous Wastes: Any unforeseen hazardous wastes shall be separated, stored, and disposed of according to local regulations.

END OF SECTION 017419

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SECTION 017700 – PROJECT CLOSE OUT

1.01 GENERAL

- A. All Contractors, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

1.02 REQUIREMENTS INCLUDED

- A. Final Cleanup
- B. Required Close Out Documentation
- C. Project Close Out Inspections

1.03 FINAL CLEANUP

- A. The Contractor shall leave the work ready for use and occupancy without the need of further cleaning of any kind.
- B. The Contractor shall remove all tools, appliances, project signs, material and equipment from the phased areas as soon as possible upon completion of the work.
- C. The work is to be turned over to the Owner in new condition, in proper repair and in perfect adjustment.

1.04 REQUIRED CLOSE OUT DOCUMENTATION

- A. Prior to final payment, ***and as part of the final requisition***, the Owner shall receive, in addition to those documents required by the General Conditions, the following:
 - 1. Project record documents as per Section 017719.
 - 2. Coordination drawings as per Section 013114.
 - 3. The Contractor's general guarantee.
 - 4. Specific guarantees of material, equipment and systems installed in the work.
 - 5. A copy of all test data taken in connection with the work.
 - 6. Three (3) copies of all operation and maintenance manuals which shall include:
 - a. Sequence of Operation and Control Diagrams, corrected for as-built conditions.
 - b. Parts List, including illustrations, assembly drawings and diagrams required for maintenance, predicted life of parts subject to wear, and recommendations for stocking spare parts.
 - c. Copies of accepted shop drawings, charts and diagrams.
 - d. Names, addresses and telephone numbers of manufacturer's representative and service company.
 - e. Letters from each manufacturer certifying that his equipment was properly installed and is operating in accordance with manufacturer's intent.
 - f. MSDS sheets tabulated and indexed as per specification sections.
 - g. Copies of all test reports, including balancing, and with corrections confirmed, must be provided with the contractor's request for a substantial completion inspection.
 - h. An "Underwriter's Certificate" shall be provided in the O&M manuals to be provided to the Owner.
 - 7. Preventative Maintenance Schedule Sheets.
 - 8. Copies of all Certification of Specifications Compliance as per Section 01 33 00.
 - 9. Record of Manufacturers Material Safety Data Sheets (MSDS).

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10. Certified Payroll Records.

1.05 PROJECT CLOSE OUT INSPECTIONS

- A. When the Work has reached such a point of completion that the building or buildings, equipment, apparatus or phase of construction or any part thereof required by the Owner for occupancy or use can be so occupied and used for the purpose intended, the Contractor, prior to notification to the Architect, shall make a preliminary inspection of the Work to insure that all the requirements of the Contract have been met and the Work is substantially complete and is acceptable.

Upon such notification, the Owner or the Architect shall make a detailed inspection of the Work to insure that all the requirements of the Contract have been met and that the Work is complete and is acceptable.

- B. A copy of the report of the inspection shall be furnished to the Contractor as the inspection progresses so that the Contractor may proceed without delay with any part of the Work found to be incomplete or defective.
- C. When the items appearing on the report of inspection have been completed or corrected, the Contractor shall so advise the Owner and the Architect. After receipt of this notification, the Owner or the Architect shall inform the Contractor of the date and time of final inspection.

A copy of the report of the final inspection containing all remaining contract exceptions, omissions and in completions shall be furnished to the Contractor.

- D. After the receipt of notification of completion and all remaining contract exceptions, omissions and in completions from the Contractor, the Owner and the Architect will re-inspect the Work to verify completion of the exception items appearing on the report of final inspection.
- Upon completion of re-inspection, the Architect will prepare a certificate of final acceptance or will furnish to the Contractor a copy of the report of the Architect's re-inspection detailing Work that is incomplete or obligations that have not been fulfilled but are required for final acceptance.

END OF SECTION

SECTION 020700 – SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Information for Bidders, General Clauses and Special Clauses, apply to this Section.
- B. Provide all material, labor, equipment and operations required or reasonably implied to complete demolition and removal work or alterations and restoration work in accordance with drawings and specifications herein.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Roofing removal.
 - 2. Parapet coping removal.
 - 3. Other demolition, removal and disposal as shown on the contract drawings.
 - 4. Patching and repairs.

1.3 WORK OF THIS SECTION

Removals:

- 1. Perform demolition of items as specified and in areas indicated in the drawings.
- 2. All cutting, patching and repairing in connection with the contract work shall be performed in such a manner that the finished work will be structurally sound and unmarred as though no cutting, patching and repairing had been executed.
- 3. All other work incidental thereto and reasonably inferable as needed to make the work of this Section complete.

1.3 GENERAL REQUIREMENTS

- 1. The premises shall be accepted as found at the start of demolition.
- 2. No construction (e.g. chutes, elevators, etc.) will be permitted on the exterior of the building or structures adjacent thereto unless approved by the Owner.
- 3. The Contractor shall refer to the applicable Special Clauses, e.g. Cutting and Patching, Protection and Clean-up, and Removal of Debris.

1.5 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
- B. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify

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contents of containers and deliver to Owner's designated storage area-as applicable.

- C. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

1.6 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

1.7 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract.
- B. Proposed dust-control measures.
- C. Proposed noise-control measures.

1.8 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed selective demolition Work similar to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.9 PROJECT CONDITIONS

- A. Owner will occupy portions of the building immediately adjacent to selective demolition area. Conduct selective demolition so that Owner's operations will not be disrupted. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Storage or sale of removed items or materials on-site will not be permitted.

1.10 SCHEDULING

- A. Arrange selective demolition schedule so as not to interfere with Owner's on-site operations.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Conduct demolition operations to prevent injury to people and damage to adjacent

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buildings and facilities to remain. Ensure safe passage of people around selective demolition area.

1. Provide temporary weather protection, during interval between demolition and removal of existing construction, on exterior surfaces and new construction to ensure that no water leakage or damage occurs to structure or interior areas.
2. Protect walls, ceilings, floors, and other existing finish work that are to remain and are exposed during selective demolition operations.

3.2 POLLUTION CONTROLS

- A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
 1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- B. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

3.3 PATCHING AND REPAIRS

- A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.
- B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
 1. Completely fill holes and depressions in existing masonry walls to remain with an approved masonry patching material, applied according to manufacturer's printed recommendations.
- C. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.
- D. GC is responsible for coordination with other crafts.

C. DISPOSAL OF DEMOLISHED MATERIALS

- D. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- E. Burning: Do not burn demolished materials.
- F. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

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3.5 CLEANING

- A. Sweep the roof broom clean on completion of selective demolition operation.

END OF SECTION 020700

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SECTION 024000 – SITE PROTECTIONS AND EROSION CONTROLS

PART 1 – GENERAL

1.1 SCOPE OF THIS SECTION:

- A. Protections for buildings, structures, trees and other elements.
- B. Sediment and erosion controls.

1.2 SUBMITTALS:

- A. Make submissions in accordance with SECTION 013300.
- B. Submit diagrammatic drawings or sketches showing the type and layout of protections and erosion controls proposed.
- C. Review layouts in the field with the Inspector.

1.3 QUALIFICATIONS:

- A. Subcontractors, superintendents, workers and other persons or entities involved in managing or performing the work shall be qualified and shall not be permitted to perform the work if not so qualified.
- B. Submit qualifications of subcontractors, fabricators or suppliers proposed for the work for approval prior to employment.

1.4 SCOPE OF PROTECTIONS:

- A. Establish a system of positive protections including stakes, guards, warning strips and other devices to protect buildings, structures and other elements from damage by work operations.

PART 2 - PRODUCTS

2.1 SEDIMENT AND EROSION CONTROL MATERIALS:

- A. Materials shall include:
 - 1. Mulch: hay, straw, or wood fiber.
 - 2. Erosion control fencing: shall be 2'-0" high polyethylene sheet film attached to wood stakes set in the ground at 4'-0" on center.

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3. Stone: Stone filling shall meet the requirements of NYSDOT Spec 620-2.02. Bedding material shall meet the requirements of NYSDOT Spec 620-2.05.
4. Haybale/strawbale: tightly bound bales shall meet the requirements of NYSDOT Spec 730-18 and 730-19.
5. Geotextile: geotextile appropriate for the use and conforming to NYSDOT 207-2.
6. Silt fence: woven geotextile fastened to wood or metal posts, 48" long, with positive wire fasteners.

2.2 PROTECTIONS:

Protections shall be fabricated from heavy timber, lumber or plywood with appropriate fasteners and straps for secure placement.

PART 3 - EXECUTION

3.1 SEDIMENT AND EROSION CONTROLS:

- A. Layout all proposed sediment and erosion controls and review with the Inspector at the job site.
- B. Coordinate sediment and erosion controls with the work of other trades so that other work will not be impeded by the locations of the controls.
- C. Install sediment and erosion controls in a manner to maintain them securely in place during the course of the project, until backfill and landscaping have been completed.
- D. Install additional sediment and erosion controls during the course of the work to control unanticipated conditions.
- E. Maintain and repair sediment and erosion controls during the course of the work.

3.2 PROTECTIONS:

- A. Install general protections as follows:

Install protections with rigid staking and durable, solid connections so they can remain in place for the duration of the project.

Repair or reinstall protections that become damaged or displaced during the course of the work.

Install additional protections during the course of the work if required.

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B. Install tree protections as follows:

Install tree trunk protections consisting of planks, 8' high, set vertically on the tree trunk and held in place by wire or bailing tape.

Install snow fence in a circle around each tree in the construction area, approximately 20' in diameter, cut back on the construction side as required.

Prohibit the storage of materials or equipment within the fence line at any time.

C. Install beach protections as follows:

1. Provide specific barricades and protections to eliminate contamination of waterfront area and river from construction debris, erosion run-off, vehicle and pedestrian damage. Waterfront area shall be maintained as protected from all construction and passage activity.
2. Waterfront protections shall be embedded sufficiently into the ground to contain all construction activities, materials and debris from undermining the protective barrier and causing contamination of the waterfront and river.
3. Review all waterfront protections with County representative and parks Department personnel prior to establishing protections.

END OF SECTION 024000

SECTION 061000 – ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Wood blocking and nailers.
- B. Related Requirements:
 - 1. Division 07 Section "THERMOPLASTIC POLYOLEFIN (TPO) MEMBRANE ROOFING" for nonstructural carpentry items not exposed to view.

1.3 DEFINITIONS

- A. Exposed Framing: Framing not concealed by other construction.
- B. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
- C. Timber: Lumber of 5 inches nominal or greater in least dimension.
- D. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. NLGA: National Lumber Grades Authority.
 - 3. RIS: Redwood Inspection Service.
 - 4. SPIB: The Southern Pine Inspection Bureau.
 - 5. WCLIB: West Coast Lumber Inspection Bureau.
 - 6. WWPA: Western Wood Products Association.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

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1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
3. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

B. LEED Submittals:

1. Certificates for Credit MR 6 or Credit MR 7: Chain-of-custody certificates indicating that products specified to be made from certified wood comply with forest certification requirements. Include documentation that manufacturer is certified for chain of custody by an FSC-accredited certification body. Include statement indicating cost for each certified wood product.
2. Product Data for Credit IEQ 4.1: For adhesives, documentation including printed statement of VOC content.
3. Product Data for Credit IEQ 4.4: For composite wood products, documentation indicating that product contains no urea formaldehyde.
4. Laboratory Test Reports for Credit IEQ 4: For adhesives and composite-wood products, documentation indicating that products comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

1.5 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- B. Evaluation Reports: For the following, from ICC-ES:
 1. Wood-preservative-treated wood.
 2. Power-driven fasteners.
 3. Powder-actuated fasteners.
 4. Expansion anchors.
 5. Metal framing anchors.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having

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jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Certified Wood: Materials shall be produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship." for the following:
 - 1. Dimension lumber framing.
 - 2. Miscellaneous lumber.
- B. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
 - 3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 - 4. Provide dressed lumber, S4S, unless otherwise indicated.
- C. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC2, Use Category UC3b for exterior construction not in contact with the ground.

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1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
 2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Application: Treat items indicated on Drawings, and the following:
1. Wood nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.

2.3 DIMENSION LUMBER FRAMING

- A. Rafters and Other Framing: Construction or No. 2 or Construction, Stud, or No. 3 grade.
1. Species:
 - a. Hem-fir (north); NLGA.
 - b. Southern pine; SPIB.
 - c. Douglas fir-larch; WCLIB or WWPA.
 - d. Mixed southern pine; SPIB.
 - e. Spruce-pine-fir; NLGA.
 - f. Douglas fir-south; WWPA.
 - g. Hem-fir; WCLIB or WWPA.
 - h. Douglas fir-larch (north); NLGA.
 - i. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
1. Blocking.
 2. Nailers.
- B. For items of dimension lumber size, provide Construction or No. 2 Standard, Stud, or No. 3 grade lumber of any species.

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- C. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or of Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry assemblies and equal to four times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
 - 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for

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accurate fit. Locate nailers, blocking and similar supports to comply with requirements for attaching other construction.

- B. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- D. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- E. Comply with AWWA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
- F. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 - 3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
- G. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

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- D. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

SECTION 075423 – THERMOPLASTIC POLYOLEFIN (TPO) MEMBRANE ROOFING

PART 1 - GENERAL

1.1 SUMMARY

- A. It is the intent of this specification to install a long-term, quality waterproofing system that meets or exceeds all current NRCA guidelines as stated in the most recent edition of the NRCA Roofing and Waterproofing Manual. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. This Section includes the following:
 - 1. Removal and legal disposal of all existing roofing, insulation and flashings.
 - 2. Induction welded TPO membrane roofing system
 - 3. Cover board.
 - 4. Roof insulation
 - 5. Perimeter metal coping
 - 6. Expansion joints
 - 7. Associated flashings

1.2 RELATED SECTIONS

- A. Related Sections include the following:
 - 1. Division 06 Section "Miscellaneous Rough Carpentry" for wood nailers, cants, curbs, and blocking.
 - 2. Division 07 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings and flashings.
 - 3. Division 07 Section "Aluminum Copings".

1.3 DEFINITIONS

- A. Roofing Terminology: Refer to the following publications for definitions of roofing work related terms in this Section:
 - 1. ASTM D 1079 "Standard Terminology Relating to Roofing and Waterproofing."
 - 2. Glossary of NRCA's "The NRCA Roofing and Waterproofing Manual."
 - 3. Roof Consultants Institute "Glossary of Building Envelope Terms."
- B. Sheet Metal Terminology and Techniques: SMACNA "Architectural Sheet Metal Manual."

1.4 PERFORMANCE REQUIREMENTS

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- B. Installed roofing membrane system shall remain watertight; and resist specified wind uplift pressures, thermally induced movement, and exposure to weather without failure.
- C. Provide a roofing system that is identical to Johns Manville Roofing Systems TPO Membrane utilizing JM TPO RhinoPlates, Specification ST8RR, and systems that have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure calculated according to ASCE 7.
- D. Material Compatibility: Roofing materials shall be compatible with one another under conditions of service and application required, as demonstrated by roofing system manufacturer based on testing and field experience.
- E. Installer shall comply with current code requirements based on authority having jurisdiction.
- F. Wind Uplift Performance: Roofing system shall be identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist wind uplift pressure calculated in accordance with ASCE 7.
 - 1. Wind speed: 110 mph
- G. Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
 - 1. Exterior Fire-Test Exposure: Class [A](#) ; ASTM E 108, for application and roof slopes indicated.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated. When a particular make or trade name is specified, it is indicative the standard required. The general requirements and the roof membrane performance standards are the requirements set forth by Westchester DPW&T to provide an equal bidding format for all bidding contractors.

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- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other Work including:
 - 1. Base flashings, cants, and membrane terminations.
 - 2. Tapered insulation, including slopes.
 - 3. Crickets, saddles, and tapered edge strips, including slopes.
 - 4. Insulation fastening and adhesive patterns.
- C. Verification Samples: Provide the following:
 - 1. Manufacturer's standard sample size of TPO roofing membrane sheet & flashing backer sheet.
 - 2. Manufacturer's standard sample size of cover board.
 - 3. Manufacturer's standard sample size of roof insulation.
 - 4. Manufacturer's standard sample size of walkway pad or cap sheet walkway.
 - 5. Manufacturer's standard sample size of roof edging and parapet products.
 - 6. Fasteners or each type, length and finish used for complete roofing installation.
- D. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- E. Maintenance Data: Refer to Johns Manville's latest published documents on www.JM.com.
- F. Guarantees: Provide manufacturer's current guarantee specimen.
- G. Prior to beginning the work of this section, roofing sub-contractor shall provide a copy of the final System Assembly Letter issued by Johns Manville Roofing Systems indicating that the products and system to be installed shall be eligible to receive the specified manufacturer's guarantee when installed by a certified JM contractor in accordance with our application requirements, inspected and approved by a JM Technical Representative.
- H. Prior to roofing system installation, roofing sub-contractor shall provide a copy of the Guarantee Application Confirmation document issued by Johns Manville Roofing Systems indicating that the project has been reviewed for eligibility to receive the specified guarantee and registered.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.
- B. Manufacturer Qualifications: A qualified manufacturer that has UL listing FMG approval for roofing system identical to that used for this Project.

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- C. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 329.
- D. Test Reports:
 - 1. Roof drain and leader test or submit plumbers' verification.
 - 2. Core cut (if requested).
 - 3. Roof deck fastener pullout test.
- E. Source Limitations: Obtain all components from the single source roofing manufacturer guaranteeing the roofing system. All products used in the system shall be labeled by the single source roofing manufacturer issuing the guarantee.
- F. Preliminary Roofing Conference: Before starting roof deck construction, conduct conference at Project site. Comply with requirements for pre-installation conferences in Division 01 Section "Project Management and Coordination." Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following:
 - 1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, and other installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 - 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 - 5. Review structural loading limitations of roof deck during and after roofing.
 - 6. Require that all complimentary trades be present at conference. Including, but not limited to; electrical, plumbing, HVAC, and framing contractors.
 - 7. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 - 8. Review governing regulations and requirements for insurance and certificates if applicable.
 - 9. Review temporary protection requirements for roofing system during and after installation.
 - 10. Review roof observation and repair procedures after roofing installation.
- G. Preinstallation Conference: Conduct conference at Project site. Comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to roofing system including, but not limited to, the following:

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1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.
10. Require all trades listed in Preliminary Roofing Conference to be present.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storage.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

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1.8 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.9 GUARANTEE

- A. Provide manufacturer's system guarantee equal to Johns Manville's Peak Advantage No Dollar Limit Roofing System Guarantee.
 - 1. Single-Source special guarantee includes roofing membrane, base flashings, roofing membrane accessories, roof insulation, fasteners, cover board, substrate board, vapor retarder, walkway products, manufacturer's expansion joints, manufacturer's edge metal products, and other single-source components of roofing system marketed by the manufacturer.
 - 2. Guarantee Period: 30 years from date of Substantial Completion.
 - 3. Contractor is required to list Westchester DPW&T as the Specifier/Consultant of record in the appropriate fields ("Specifier Account") when applying for the manufacturer's warranty.
- B. Installer's Guarantee: Submit roofing Installer's guarantee, including all components of roofing system for the following guarantee period:
 - 1. Guarantee Period: Two years from date of Substantial Completion.
- C. Existing Guarantees: Guarantees on existing building elements should not be affected by scope of work.
 - 1. Installer is responsible for coordinating with building owner's representative to verify compliance.

PART 2 - PRODUCTS

2.1 THERMOPLASTIC POLYOLEFIN ROOFING MEMBRANE - TPO

- A. Basis of Design: Johns Manville Roofing Systems TPO Membrane utilizing JM TPO RhinoPlates, Specification ST8RR, or a pre-approved equal.
- B. Fabric-Reinforced Thermoplastic Polyolefin Sheet: ASTM D 6878, uniform, flexible sheet formed from a thermoplastic polyolefin, internally fabric or scrim reinforced. Basis of Design: JM TPO
 - 1. Membrane Thickness: 80 mils (2.03 mm), nominal
 - 2. Exposed Face Color: White

2.2 AUXILIARY ROOFING MATERIALS – SINGLE PLY

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with membrane roofing.
 - 1. Liquid-type auxiliary materials shall meet VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: Manufacturer's internally reinforced or scrim reinforced, smooth backed membrane with same thickness and color as sheet membrane. Basis of Design: JM TPO
- C. Bonding Adhesive: Manufacturer's standard solvent water-based bonding adhesive for membrane, and solvent water-based bonding adhesive for base flashings. Basis of Design: JM LVOC Membrane Adhesive (TPO & EPDM)
- D. Metal Termination Bars: Manufacturer's standard predrilled stainless-steel or aluminum bars, with anchors. Basis of Design: JM Termination Systems
- E. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane to substrate, and acceptable to membrane roofing system manufacturer. Basis of Design: High Load Fasteners and Plates
- F. Induction Welding Plate: A round specially coated Galvalume® plate with a recessed center and raised flat bonding surface specifically designed for induction welding application. Basis of Design: JM TPO RhinoPlates
- G. Miscellaneous Accessories: Provide pourable sealers, primers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, cover strips, and other accessories required for full installation. Basis of Design: JM TPO Pourable Sealer A & B, JM TPO Pipe Boots, JM TPO Universal Corners, JM TPO Edge Sealant, JM TPO T-Joint Patch, JM TPO Membrane Cleaner, JM TPO Membrane Primer, JM TPO Membrane Primer (Low VOC), JM TPO Sealing Mastic, JM TPO Cover Tape, JM TPO Detail Membrane, JM TPO Peel & Stick 10" RPS, JM TPO Peel & Stick 6" RTS, JM TPO-Coated Metal, JM TPO Curb Flashing and JM Single Ply Caulk

2.3 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads sourced from membrane roofing system manufacturer. Basis of Design: JM TPO Walkpad JM TPO Safety Walkpad

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2.4 COVER BOARD

- A. Gypsum Board: ASTM C 1177, coated glass-mat facer, water-resistant gypsum substrate for mechanically attached roof applications, 1/2 inch (12 mm) thick. Basis of Design: JM DEXcell Glass Mat Roof Board

2.5 ROOF INSULATION (UPPER ROOF)

- A. General: Preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1 , Grade 2 (20 psi) , Basis of Design: ENRGY 3
 - 1. Provide insulation package with minimum R Value: 30 minimum required by New York State Energy Code..
 - 2. Provide insulation package in multiple layers.
 - 3. Minimum Long-Term Thermal Resistance (LTTR): 5.7 per inch.
 - a. Determined in accordance with CAN/ULC S770 at 75°F (24°C)

2.6 TAPERED INSULATION (LOWER FRONT OFFICE AREA)

- A. Tapered Insulation: ASTM C 1289, Type II, Class 1, Grade 2 (20 psi), provide factory-tapered insulation boards fabricated to slope of 1/4 inch per 12 inches (1:48), unless otherwise indicated. Basis of Design: Tapered ENRGY 3

2.7 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.
- B. Provide factory preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated. Basis of Design: Diamondback Pre-Cut Cricket Diamondback Pre-Cut Miter Tapered Fesco Edge Strip
- C. Wood Nailer Strips: Comply with requirements in Division 06 Section "Miscellaneous Rough Carpentry."

2.8 EDGE METAL COMPONENTS

- A. Expansion Joints: Provide factory fabricated weatherproof, exterior covers for expansion joint openings consisting of flexible rubber membrane, supported by a closed

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cell foam to form flexible bellows, with two metal flanges, adhesively and mechanically combined to the bellows by a bifurcation process. Provide product from single-source roofing system supplier that is included in the No Dollar Limit guarantee. Basis of Design: Expand-O-Flash

- B. Coping System: Manufacturer's factory fabricated coping consisting of a base piece and a snap-on cap. Provide product from single-source roofing system supplier that is included in the No Dollar Limit guarantee. Basis of Design: Presto-Lock Coping
- C. Fascia System: Manufacturer's factory fabricated fascia consisting of a base piece and a snap-on cover. Provide product from single-source roofing system supplier that is included in the No Dollar Limit guarantee. Basis of Design: Presto-Tite Fascia Presto-Tite Edge One Fascia
- D. Metal Edge System: Manufacturer's factory fabricated metal edge system used to terminate the roof at the perimeter of the structure. Provide product from single-source roofing system supplier that is included in the No Dollar Limit guarantee. Basis of Design: Presto-Weld Drip Edge JM TPO-Coated Metal

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions for compliance with the requirements affecting performance of roofing system.
 - 1. General:
 - a. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
 - b. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
 - 2. Steel Decks:
 - a. Verify that surface plane flatness and fastening of steel roof deck complies with requirements in Division 05 Section "Steel Decking."
 - 3. Ensure general rigidity and proper slope for drainage.
 - 4. Verify that deck is securely fastened with no projecting fasteners and with no adjacent units more than 1/16 inch (1.6 mm) out of plane relative to adjoining deck.

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- B. Unacceptable panels should be brought to the attention of the General Contractor and Project Owner's Representative and shall be corrected prior to installation of roofing system.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean and remove from substrate sharp projections, dust, debris, moisture, and other substances detrimental to roofing installation in accordance with roofing system manufacturer's written instructions.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction.
- C. If applicable, prime surface of deck with asphalt primer at a rate recommended by roofing manufacturer and allow primer to dry.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 RE-ROOF PREPARATION

- A. Remove all roofing membrane, surfacing, coverboards, insulation, fasteners, asphalt, pitch, adhesives, etc.
 - 1. Remove an area no larger than can be re-roofed in one day.
- B. Tear out all base flashings, counterflashings, pitch pans, pipe flashings, vents and like components necessary for application of new membrane.
- C. Remove abandoned equipment curbs, skylights, smoke hatches, and penetrations.
 - 1. Install decking to match existing as directed by Owner's Representative.
- D. Raise (disconnect by licensed craftsmen, if necessary) all HVAC units and other equipment supported by curbs to conform with the following:
 - 1. Modify curbs as required to provide a minimum 8" base flashing height measured from the surface of the new membrane to the top of the flashing membrane.
 - 2. Secure of flashing and install new metal counterflashing prior to re-installation of unit.
 - 3. Perimeter nailers shall be elevated to match elevation of new roof insulation.
- E. Immediately remove all debris from roof surface. Demolished roof system may not be stored on the roof surface.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

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3.4 INSULATION & COVER BOARD INSTALLATION

- A. Coordinate installation of roof system components so insulation and cover board are not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system manufacturer's written instructions for installation of roof insulation and cover board.
- C. Install tapered insulation under area of roofing to conform to slopes indicated on lower front office roof area only.
- D. Install insulation boards with long joints in a continuous straight line. Joints should be staggered between rows, abutting edges and ends per manufacturer's written instructions. Fill gaps exceeding 1/4 inch (6 mm) with like material.
- E. Install 2 or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches (150 mm) in each direction.
- F. Trim surface of insulation boards where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- G. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
- H. Loose Laid thermal Insulation with Top cover board Layer Mechanically Fastened: Loose lay thermal insulation with staggered joints and secure top layer of cover board insulation to deck using mechanical fasteners designed and sized for fastening specified board-type to deck type.
 - 1. Fasten thermal insulation and cover board to top flanges of steel deck to resist uplift pressure at corners, perimeter, and field of roof according to roofing system manufacturer's written instructions but not less than the following: See technical system assembly letter.
 - a. Field of the roof 8 fasteners per 4'x8' board
 - b. Perimeter of the roof 15 fasteners per 4'x8' board
 - c. Corners of the roof 20 fasteners per 4'x8' board
- I. Proceed with installation only after unsatisfactory conditions have been corrected.

3.5 ROOFING MEMBRANE INSTALLATION, GENERAL

- A. Install roofing membrane in accordance with roofing system manufacturer's written instructions, applicable recommendations of the roofing manufacturer and requirements in this Section.

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- B. Cooperate with testing and inspecting agencies engaged or required to perform services for installing roofing system.
- C. Coordinate installing roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is imminent.
 - 1. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation.
 - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
 - 3. Remove and discard temporary seals before beginning work on adjoining roofing.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.6 INDUCTION WELDED ROOFING MEMBRANE INSTALLATION

- A. Install roofing membrane over area to receive roofing according to roofing system manufacturer's written instructions. Unroll roofing membrane and allow to relax before installing.
- B. Accurately align roofing membranes and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- C. Always install membrane laps perpendicular to the steel deck flutes. "Picture Frame" installation method is not permitted.
- D. Apply roofing membrane with side laps shingled with roof slope, where possible.
- E. Seams: Clean seam areas, overlap roofing membrane, and hot-air weld side and end laps of roofing membrane according to manufacturer's written instructions to ensure a watertight seam installation.
 - 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roofing membrane.
 - 2. Verify field strength of seams a minimum of twice daily and repair seam sample areas.
 - a. Remove and repair any unsatisfactory sections before proceeding with Work.
 - 3. Repair tears, voids, and lapped seams in roofing membrane that do not meet requirements.
- F. Spread sealant or mastic bed over deck drain flange at deck drains and securely seal roofing membrane in place with clamping ring.

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G. Induction Welding Installation:

1. Perform calibration and set-up as detailed by the Induction Welder Owner's Manual
2. Center the Induction Welder over the first plate in pattern and activate the weld.
 - a. Induction Welder shall be centered over the plate to create a 100% bond.
 - b. If an error occurs during activation, refer to the induction welder owner's manual for corrective action.
3. Prior to every use, clean face of Heat Sink Magnet.
4. Place Heat Sink Magnet over the welded plate.
 - a. Keep Heat Sink Magnet in place at least 45 seconds while the assembly cools.
5. Repeat process for each plate.

H. Proceed with installation only after unsatisfactory conditions have been corrected.

3.7 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates per membrane roofing system manufacturer's written instructions.
- B. Apply solvent-based bonding adhesive at required rate and allow to partially dry. Do not apply bonding adhesive to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners per manufacturer's installation instructions.
- D. Clean seam areas and overlap and firmly roll sheet flashings into the adhesive. Weld side and end laps to ensure a watertight seam installation.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.8 WALKWAY INSTALLATION

- A. Flexible Walkways: Install walkway products in locations indicated. Heat weld and adhere walkway products to substrate according to roofing system manufacturer's written instructions.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

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3.9 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's Registered Roof Observer (RRO) to inspect roofing installation on completion and submit report to DPW architect.
 - 1. Notify DPW Architect 48 hours in advance of date and time of inspection.
- B. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.
- C. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.10 PROTECTION AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075423

SECTION 076200 – SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Formed roof-drainage sheet metal fabrications.
- B. Related Sections include the following:
 - 1. Division 07 Section "THERMOPLASTIC POLYOLEFIN (TPO) MEMBRANE ROOFING" for installing sheet metal flashing and trim integral with membrane roofing.
 - 2. Division 07 Section "Joint Sealants".
 - 3. Division 06 Section "Rough Carpentry" for treated wood nailer plates on top of parapets.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.
- B. Fabricate and install roof edge flashing capable of resisting the following forces according to recommendations in FMG Loss Prevention Data Sheet 1-49:
 - 1. Wind Zone 2: For velocity pressures of 31 to 45 lbf/sq. ft. (1.48 to 2.15 kPa): 90-lbf/sq. ft. (4.31-kPa) perimeter uplift force, 120-lbf/sq. ft. (5.74-kPa) corner uplift force, and 45-lbf/sq. ft. (2.15-kPa) outward force.
- C. Thermal Movements: Provide sheet metal flashing and trim that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of sheet metal and trim thermal movements. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

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1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

- D. Water Infiltration: Provide sheet metal flashing and trim that do not allow water infiltration to building interior.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.

1.5 QUALITY ASSURANCE.

- A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- B. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."
 1. Meet with Owner, Architect, Owner's insurer if applicable, Installer, and installers whose work interfaces with or affects sheet metal flashing and trim including installers of roofing materials, roof accessories, unit skylights, and roof-mounted equipment.
 2. Review methods and procedures related to sheet metal flashing and trim.
 3. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
 4. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.
- B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack materials on platforms or pallets, covered with suitable weathertight and ventilated covering. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

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1.7 COORDINATION

- A. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leakproof, secure, and noncorrosive installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.

2.2 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 - 2. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
 - 3. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape **1/2 inch (13 mm)** wide and **1/8 inch (3 mm)** thick.
- D. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

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- E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- F. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- G. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.
- H. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.3 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
 - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 2. Obtain field measurements for accurate fit before shop fabrication.
 - 3. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 - 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."
- D. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant.
- E. Expansion Provisions: Install splice plates at expansion joints as noted on drawing details.
- F. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.

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- G. Fabricate cleats and attachment devices of sizes as recommended by SMACNA's "Architectural Sheet Metal Manual" for application, but not less than thickness of metal being secured.
- H. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- I. Seams for Steel: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.
- J. Do not use graphite pencils to mark metal surfaces.

2.4 ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Downspouts: Fabricate rectangular downspouts to dimensions indicated, complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors.
 - 1. Fabricate from the following materials:
 - a. Steel: 24 gage with KYNAR 500 finish. Color noted on drawing detail.
 - 2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Johns Manville
- B. Through Wall Scupper and Conductor Box: Fabricate through wall scupper and conductor box with flanged back and stiffened top edge and of dimensions and shape required, complete with outlet tubes. Fabricate from the following materials:
 - 1. Steel: 24 gage with KYNAR 500 finish. Color noted on drawing detail.
 - 2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Presto-Lock Thru-Wall Scupper flush collector box version by Johns Manville.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of work.

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1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 3. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
 4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
 5. Install sealant tape where indicated.
 6. Torch cutting of sheet metal flashing and trim is not permitted.
 7. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
 1. Coat concealed side of uncoated-aluminum and stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing. Space expansion joints with splice plates at a maximum of 8 feet as noted on drawing details with no joints allowed within 24 inches of corner or intersection.
- D. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- E. Seal joints as shown and as required for watertight construction.
 1. Prepare joints and apply sealants to comply with requirements in Division 07 Section "Joint Sealants."

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3.3 ROOF-DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof-drainage items to produce complete roof-drainage system according to cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Downspouts: Join sections with telescoping joints.
 - 1. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers as noted on drawing.
 - 2. Provide elbows as indicated on drawing at base of downspout to direct water away from building.
- C. Conductor Box: Anchor securely to wall as indicated on drawing.

3.4 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200

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SECTION 077113 – ALUMINUM COPINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Aluminum copings and related construction.
- B. Related Work Specified Elsewhere
 - 1. Division 07 Section "THERMOPLASTIC POLYOLEFIN (TPO) MEMBRANE ROOFING" for installing sheet metal flashing and trim integral with membrane roofing.
 - 2. Division 07 Section "Joint Sealants".
 - 3. Division 06 Section "Rough Carpentry" for treated wood nailer plates on top of parapets.

1.3 SUBMITTALS

- A. Product Data: Each type of product specified. Submit manufacturer's detailed technical product data, installation instructions and recommendations, dimensions of individual components, profiles, and finishes
- B. Shop Drawings: Show fabrication and installation of parapet copings including fully dimensioned roof plans, expansion joint locations, sections and details of components and other related trims.
- C. Finish & Color Selection: Furnish manufacturer's technical data for specified finish and color chart showing full range of colors available.

1.4 QUALITY ASSURANCE

- A. Where pre-engineered manufactured products are specified, other field fabricated or shop/field fabricated substitutions will not be accepted. However, where shop/field fabrications are indicated pre-engineered systems will be considered with Architect approval.
- B. Obtain all components and related accessories from one single source manufacturer.

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- C. Follow manufacturer's printed instructions for installing parapet copings. If copings join a roof system, then follow primary roofing manufacturer's printed instructions for installing associated roof material for flashing parapets and coping.

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1.5 DELIVERY, STORAGE & HANDLING

- A. All products delivered shall be stored in a clean dry location prior to installation.
- B. Products furnished with strippable protective masking shall not be exposed to direct sunlight for more than 30 minutes without removing masking.
- C. Do not install finished materials with scars or abrasions.

1.6 PROJECT CONDITIONS

- A. Coordinate work of this Section with adjoining work for proper sequencing to ensure protection from inclement weather and to protect materials and their finish against damage.
- B. Do not install copings during inclement weather. When installing in cold climates, warm adhesives, caulks, and primers to at least 50 degrees Fahrenheit prior to application.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: Johns Manville Roofing Systems Presto Lock Coping System, or a pre-approved equal.

2.3 MATERIALS & FABRICATION

- A. Parapet copings shall be manufactured from 0.050" mill finished aluminum in 12'-0" lengths. Coping to have be formed with a ½" wash slope to divert water to roof side of parapet
- A. Anchor clip base 12" wide, 20 gauge (0.91 mm) base; concealed splice plate 8" aluminum with finish to match cover
- B. Compression cleats shall be manufactured from 16 gauge galvanized steel, 12" widths with factory mounted stainless steel spring clips.

2.4 ACCESSORIES

- A. Mitered Corners: Provide factory mitered corners. Coping profiles shall be precision saw cut with a continuous welded seam to produce a watertight joint.

- B. Sculptured End Caps: Provide factory mitered end caps for copings. Coping profiles shall be precision saw cut with a continuous weld to produce a watertight joint.

2.5 FINISHES

- A. General: Apply coatings to exposed aluminum components after fabrication for maximum coating performance and to prevent crazing, abrasion, and damage to finished surfaces.
- B. Pretreatment: Aluminum components shall be pretreated with solutions to remove organic and inorganic surface soils, remove residual oxides, followed by a chrome phosphate conversion coating to which organic coatings will firmly adhere.
- C. Coating Type: High Performance Coating. Kynar 500 meeting AAMA 2605 specification. **Color to match existing wall metal panel system.**

PART 3 EXECUTION

3.1 EXAMINATION

- A. The installer must examine substrates and conditions under which copings will be installed. All wood plates shall be installed true, straight, and free of splits, cracks, or other irregularities. Do not proceed with installation until unsatisfactory conditions are corrected.

3.2 INSTALLATION

- A. General: The parapet coping system shall be installed in strict accordance with manufacturer's printed instructions. Deviations from the instructions are not allowed.
- B. Fastening: Coping shall be snapped onto compression cleats spaced according to manufacturer's instructions. A cleat shall be located at the coping's splice joint and in the middle of each coping section. Cleat shall be fastened with (4) #12 x 1 ½" stainless steel wood screw.
- C. Install coping concealed splice plates at all coping joints. Splice plate shall be sealed with a non-hardening, low modulus, sealant as recommended by coping manufacturer.

SECTION 079200 – SEALANTS

PART 1 - GENERAL

1.1 WORK OF THIS SECTION:

- A. General sealant systems.

1.2 RELATED SECTIONS:

- A. Sealants as part of other systems - see various SECTIONS.

1.3 SUBMITTALS:

- A. Make submittals in accordance with SECTION 013300.
- B. Submit product data describing assembly proposed at each location.
- C. Submit color samples for each sealant.

1.4 QUALIFICATIONS:

- A. Subcontractors, superintendents, workers and other persons or entities involved in managing or performing the work shall be qualified as specified and shall not be permitted to perform the work if not so qualified.
- B. Submit qualifications of subcontractors, fabricators or suppliers proposed for the work for approval prior to employment.

1.5 QUALITY ASSURANCE:

- A. In general, all sealant materials shall be products of the single manufacturer selected for sealant systems or shall be products specifically recommended by that manufacturer for the sealant assembly.

1.6 TEMPERATURE AND WEATHER:

- A. Surfaces to receive sealants shall be dry and sealants shall not be installed until thirty-six hours minimum following a rainfall.
- B. Do not apply sealants when the air temperature or the temperature of the surface to be sealed is less than 50 degrees F. or greater than 85 degrees F.

PART 2 - PRODUCTS

2.1 SYSTEM MANUFACTURERS:

- A. The sealant systems manufacturer for specified products is Sonneborn Building Products, BASF Corp. Other acceptable manufacturers include Pecora, Tremco and Bostik..

2.2 SEALANTS:

- A. In general, use only paintable sealants on the project. Sealants shall be one component urethane sealants. Colors shall be selected to suit specific adjacent materials and applications.
- B. Use backer rods and bond breakers at weathertight joints. Follow good sealant installation practice. Use masking tape and finish sealant joints smooth and uniform.
- C. Do not use silicone or other non-paintable sealants where painting is required or without prior approval.

2.3 SEALANT PRODUCTS:

- A. For Sealants: Sonneborn 'Sonolastic NP 1' complying with Federal Specification TT-S-00231C, February 2, 1970, Type II, Class A: ASTM C-920, Type S, Grade NS, Class 25, use NT, M and A.
- B. Primers for NP 1: Sonneborn #733 primer.
- C. Solvents for cleaning surfaces: Toluene or Xylene.
- D. Solvent for drying wet surfaces: Methyl Ethyl Ketone.
- E. Backer Rod: Sonneborn 'Sonofoam backer-rod', in correct size for joint to be sealed.
- F. Bond breaker tape: 3M tape #470 or #481.

PART 3 - EXECUTION

3.1 COORDINATION WITH OTHER WORK:

- A. Coordinate sealant installation with other work so that each portion of work is performed in the proper sequence, with minimum possibility of damage or disturbance to other work and so that sealant work can be completed as soon as possible after the sealant joint is ready to

be finished.

3.2 PREPARING SURFACES AND JOINTS:

- A. Surfaces to receive sealants shall be clean and dry.
- B. Clean concrete and masonry surfaces with wire brush or other mechanical means to remove laitence and expose sound concrete.
- C. Clean all aluminum surfaces with solvent cleaner.
- D. Clean all surfaces which may be damp with Methyl Ethyl Keytone to remove residual moisture.
- E. Prime all concrete and masonry surfaces to receive sealant unless specifically permitted to omit priming; apply primers neatly, masking if necessary, so that primers cover only the area in contact with the sealant, without overruns or ragged edges.
- F. Joint backing shall be used to control the depth of the joint to recommended thicknesses; for deep joints install back-up rod; for shallow joints and 90 degree angle joints, install bond-breaker tape.

3.3 PREPARING DEEP SEALANT JOINTS:

- A. Prepare and prime surfaces.
- B. Install back-up rod so that depth of sealant joint will be as follows:
 - 1. Equal or less than the width of the joint for joints from 1/4" to 2" wide.
 - 2. 2" to 5/8" maximum for joints wider than 2".
- C. The minimum joint width shall be 1/4".

3.4 PREPARING SHALLOW SEALANT JOINTS:

- A. Where joints cannot contain the foam rod or where the joint will be shallower than specified, install back-up tape to form a bond break with the back surfaces of the joints.
- B. At 90 degree angle joints install back-up tape on the inside corner of the joint.
- C. Back-up tape shall be carefully sized and placed to allow a full bond of the sealant with joint faces at the edges.

3.5 INSTALLING GENERAL SEALANTS:

- A. Prepare, mix and install general sealants using the tools and techniques specified by the manufacturer.
- B. Mask joints to prevent overruns.
- C. Place sealants to provide a full, secure bond with the surfaces without air bubbles, voids, excessive overlap or other faults so that the finished sealant joint will be neat and uniform.
- D. Tool the finished sealant joint to a smooth, slightly concave configuration. Use liquid soap lubricant on tool. Strip masking.
- E. Finished joint shall be smooth and regular. Redo sealant joints that are sloppy, sagging or otherwise defective.
- F. At extended pipe railings, Bed pipe splices and pipe joints in sealants; clean off surplus.
- G. At relocated pipe railings, bed mounting plates in sealant and seal old anchor holes.

3.6 CURING:

- A. Prepare general sealant work at times which will minimize the risk of damage to new sealants.
- B. Protect new sealant joints from surface damage from tools or fingers until fully cured.
- C. Replace sealant joints which are damaged before fully cured.

END OF SECTION 079200