



Andrew J. Spano, Westchester County Executive

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

REHABILITATION OF GALLOWS HILL ROAD BRIDGE
OVER PEEKSKILL HOLLOW BROOK
BIN 3348420
TOWN OF CORTLANDT, NEW YORK

Contract No. 07-521

Bid Opening: April 1, 2009

Copy No.

By Bidder (Please Print)

Firm/Business Name: _____

Address: _____

For Official Use Only

DEPARTMENT OF PUBLIC WORKS

Division of Engineering

SPECIAL NOTICE

County of Westchester
New York

**BID DOCUMENTS, ADDENDA TO THE BID DOCUMENTS &
SUBMISSION OF BIDS**

BID DOCUMENTS

Bid documents can be downloaded from the Hudson Valley Municipal Purchasing Group (HVMPG) website at (<http://www.HudsonValleyBidSystem.com>). If the Bid documents include contract plans/drawings, the plans/drawings must be picked up at the Office of the Board of Acquisition and Contract in Room 104, Michaelian Office Building, 148 Martine Avenue, White Plains, New York after 1:00 p.m. on the advertising date and between the hours of 9 a.m. to 4 p.m. Monday thru Friday, but not before 11 a.m. on Wednesdays. **If the Bidder's name is not on the Plans/Drawing Receipt List, the Bid will be considered non-responsive and its Bid will not be opened.**

There is no charge to download the bid documents. However, there is a charge of \$100.00 per set for the plans/drawings.

ADDENDA TO THE BID DOCUMENTS

Addenda to the Bid Documents will be published on the Hudson Valley Municipal Purchasing Group (HVMPG) website at (<http://www.HudsonValleyBidSystem.com>) **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 documents 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. 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

Road Closure – Gallows Hill Road

All waterproofing, resurfacing, rail replacement and, if required, structural slab repair/replacement work shall be performed simultaneously so as to limit the road closure duration. Full closure of the roadway shall only be permitted for a maximum duration of two (2) months between June 15, 2009 and August 15, 2009.

SPECIAL NOTICE

County of Westchester
New York

Specifications, Method of Measurement and Basis of Payment

- A. Unless otherwise noted “Standard Specifications, Construction Materials, New York State Department of Transportation, dated May 4, 2006” including amendments, addenda and errata shall apply to all work.
- B. Where the term “Department” or “State” is referenced in the specifications, it shall mean the “County”.
- C. Method of Measurement and Basis of Payment shall be in United States Customary (English) units as shown on Proposal Page 6 in this contract in lieu of the metric (SI) units described in the State Specifications.

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 www@westchestergov.com/mwob. 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 starting at Page 37.

A bidder's failure to comply with the provisions of the Minority Participation Policy as set forth in the bid documents may result in a determination not to award the contract to that bidder.

SPECIAL NOTICE

County of Westchester
New York

VENDOR DIRECT PROGRAM

- D. The County has initiated an electronic funds transfer program known as Vendor Direct in lieu of issuing checks for goods and services. Under this program, all payments earned by the successful bidder under this contract will be sent by electronic funds transfer (EFT) via Automated Clearing House (ACH) and **automatically credited to your designated bank account** at your financial institution. The Vendor Direct program is an efficient and cost effective mechanism for making/receiving payments and for increasing payment security. In addition, funds are credited and immediately available to the recipient on the effective payment date without the need for making a manual deposit at the bank.
- B. Under the Vendor Direct program **the successful low bidder will receive an e-mail notification** two days prior to the day the payment will be credited to your account. The e-mail notification will come in the form of a remittance advice with the same information that would appear on a traditional check stub, and will contain the date that the funds will be credited to your account.
- C. All payments made by the County to the successful low bidder will be made by electronic funds transfer pursuant to the Vendor Direct program. The successful low bidder is required to complete the Vendor Direct Payment Authorization Form.
- D. In order to be assigned a vendor number by the Finance Department and for you to receive payment a "Vendor Direct Payment Authorization Form" must be completed. The Vendor Direct Payment Authorization Form is located in the Forms section of the bid documents starting on Forms Page 20. Instructions to assist you in completing this form are located in the Forms Section on Forms page 21 with additional information contained in Information For Bidders Article 22. The completed Form must be returned by the successful Bidder to the attention of the Board of Acquisition & Contract, Room 104 148 Martine Ave., White Plains, New York, 10601 before the award of the contract.
- E. In rare cases, a hardship waiver can be granted. For a Hardship Waiver Request Form, please contact Mario Arena in the Finance Department at 995-3670.
- F. 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.

SPECIAL NOTICE

County of Westchester
New York

BID BOND NOT REQUIRED FOR CONTRACTS OF \$100,000 OR LESS

A Bid Bond is not required for bids of \$100,000 or less. Accordingly, the Bid Bond and Consent of Surety contained on Proposal Pages 12 and 12A need not be completed if your bid is \$100,000 or less. However, the successful low bidder will still be required to provide a Performance and Payment Bond.

MANDATORY OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING

Effective July 18, 2008 – Pursuant to NYS Labor Law §220-h – On all public work projects of at least \$250,000 all laborers, workers and mechanics working on the site 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

All contractors and subcontractors shall furnish each of its workers with written notification of the applicable prevailing wage rates and supplements at the commencement of and at periodic intervals during the performance of the Work as required by the New York Labor Law.

SPECIAL NOTICE

County of Westchester
New York

CRIMINAL BACKGROUND INFORMATION

- A. The County has the right to bar any Persons Subject to Disclosure, as defined in Executive Order 1-2008, from providing services or work to the County, subject to the applicable provisions of New York Correction Law §§ 752 & 753, if any such person falls within any of the following categories: (1) 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), (2) a pending criminal proceeding for a crime(s), or (3) refuses to answer such questions.
- B. Executive Order 1-2008 requires that contractors, consultants, licensees, lessees of County owned real estate, their principals, agents, employees, volunteers or any other person acting on behalf of said contractor, consultant, licensee, or lessee, including but not limited to subconsultants, subcontractors, sublessees or sublicensees who are providing services to the County must complete the applicable Criminal Background Disclosure Form(s). For additional information concerning the Criminal Disclosure Requirements and the "Persons" subject to disclosure please review Article 43 of the Information for Bidders.
- C. The successful low bidder is required to complete the Criminal Background Disclosure Certification Form(s). In addition, any Person subject to Disclosure is required to complete the Criminal Background Disclosure Form For Persons Who Have Been Convicted Of A Crime and/or the Criminal Background Disclosure Form For Persons Who Are Subject To Pending Criminal Charges.
- D. The Criminal Background Disclosure Forms are located in the Forms section of the bid documents starting on Forms Page 11. Instructions to assist you in completing these forms are located in Information For Bidders Article 43. The completed Forms must be returned by the successful Bidder to the attention of Michael Dispenza, Department of Publics, Room 522, 148 Martine Ave., White Plains, New York, 10601 within five (5) days of bid opening.
- E. Major Subcontractors and their employees are Persons Subject to Disclosure. The Commissioner in his/her sole discretion may require such Disclosure from any or all other subcontractors. It is the responsibility of the Contractor to assure that all of their proposed Major 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.
- F. The Contractor and all Major Subcontractors have a continuing obligation to maintain the accuracy of the Disclosure Forms for the duration of this Contract for a period of three (3) years following Contractor's receipt of final payment..

SPECIAL NOTICE

County of Westchester
New York

PREVAILING WAGE RATE REQUIREMENT

The Prevailing Wage Law was recently amended in August 2007 and became effective on February 24, 2008, to include, among other items, the requirements noted below. These provisions impose additional responsibilities upon you and your subcontractors.

- A. Pursuant to New York Labor Law § 220(3-a)(a), the Contractor and subcontractors are required to provide written notice to all laborers, workers or mechanics, on each pay stub, of the prevailing wage rate for their particular job classification.
- B. Labor Law 220(3-a)(a) also requires that the Contractor and subcontractors post a Notice at the beginning of the performance of every public works contract on each job site. The Notice must include the telephone number and address for the New York State Department of Labor (“NYSDOL”) as well as a statement informing laborers, workers or mechanics of their right to contact the NYSDOL if they are not receiving their proper prevailing rate of wages and/or supplements for their particular job classification.
- C. If, after investigation, it is found that the Contractor or subcontractor has: (1) failed to post any notice required under this law; (2) failed to set forth the prevailing wage on the pay stub; (3) willfully posted the incorrect prevailing wage; or (4) willfully set for the incorrect prevailing wage on the pay stub, said contractor or subcontractor shall be assessed a civil penalty.

The requirements listed above summarize the key elements of the recent amendment to Labor Law 220 and is not intended to be a complete or comprehensive guide to compliance with the law. Please be sure to familiarize yourself with all of the provisions of Labor Law § 220 prior to commencing work.

SPECIAL NOTICE

County of Westchester
New York

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.

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.

For further details See Article 59 of the General Clauses for a full copy of Executive Order 8-2007 and its requirements.

SPECIAL NOTICE

County of Westchester
New York

RECORD DRAWINGS

- A. The Contractor is required at the completion of the Project to 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.
- B. The County, upon request from the Contractor, will provide to the Contractor the original Contract Drawings in AutoCAD format.

FOR FURTHER DETAILS SEE ARTICLE-53.RECORD DRAWINGS OF THE GENERAL CLAUSES ON PAGE 3.39.

SPECIAL NOTICE

County of Westchester
New York

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

ULTRA LOW SULFUR DIESEL FUEL

- A. Contractor 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 technology 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. 1. Contractor and all subcontractors must keep individual logs setting forth the date of purchase, the name and address of the vendor and the quantity of low sulfur diesel fuel (15 ppm Sulfur Maximum) purchased.
- 2. Contractor and all subcontractors must complete the affidavit form and log on Forms Pages 9-10. These forms must be submitted at least monthly and with each payment request.

FOR FURTHER DETAILS SEE ARTICLE-56.ULTRA LOW SULFUR DIESEL FUEL OF THE GENERAL CLAUSES ON PAGE 3.40.

SPECIAL NOTICE

County of Westchester
New York

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.

SPECIAL NOTICE

County of Westchester
New York

“REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY”

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.

Note: Be sure to sign the form. The form must be completed prior to the award of the contract.

SPECIAL NOTICE

County of Westchester
New York

CONTRACTOR DISCLOSURE STATEMENT

A. Bidders for the following Contracts must complete the Contractor Disclosure Statement:

Contract No. 07-521

B. The Contractor Disclosure Statement starts on Proposal Page 25. Instructions to assist you in completing this document are located on Proposal Pages 23-24. Be sure to answer all questions and sign the Oath on Proposal Page 31.

Note: The signature must be notarized.

C. Please denote by an X or √ the applicable submission. See Proposal Page 25.

Be sure to sign the “No Change Affidavit”, if applicable. The “No Change Affidavit” is located on the bottom on Proposal Page 25.

D. **Failure to complete the Contractor Disclosure Statement may result in the rejection of your bid.**

SPECIAL NOTICE

County of Westchester
New York

PROTECTION OF WATER RESOURCES & THE ENVIRONMENT

- A. The Contractor shall comply with the County's policies to protect water resources and the environment, and applicable stormwater management, water quality, erosion and sediment control laws, rules, regulations, permits, procedures and specifications. (see Section 3. General Clauses, Article 14).
- B. In addition the Contractor shall complete and submit Proposal Page 20, STORMWATER POLLUTION PREVENTION CERTIFICATION. As a condition for approval, Subcontractors shall also be required to complete and submit the STORMWATER POLLUTION PREVENTION CERTIFICATION.

NOTICE TO CONTRACTORS

County of Westchester
New York

Sealed proposals for the following construction work:

CONTRACT NO: 07-521

ADVERTISING: March 13, 2009
PRE-BID INSPECTION: None

**REHABILITATION OF GALLOWS HILL ROAD BRIDGE
OVER PEEKSKILL HOLLOW BROOK
BIN 3348420
TOWN OF CORTLANDT, NEW YORK**

will be received by the Board of Acquisition and Contract in Room 104, Michaelian Office Building, 148 Martine Ave., White Plains, New York until 11:00 a.m., **Wednesday, April 1, 2009**, and immediately thereafter, the bids will be publicly opened and read aloud in Room 527 of the said building. For additional bidding information or questions call (914) 995-2274.

BID DOCUMENTS (i.e. specifications/contract) with authorized Proposal Pages MAY BE OBTAINED AT NO COST ON THE HUDSON VALLEY MUNICIPAL PURCHASING GROUP WEBSITE AT THE FOLLOWING WEB ADDRESS: <http://www.HudsonValleyBidSystem.com>, after 1:00 p.m. on the advertising date. **The bid documents include plans or drawings, those plans/drawings must 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 a.m. to 4 p.m. Monday thru Friday but not before 11 a.m. on Wednesday. Copies of the plans/drawings shall be made available upon deposit 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 one set of drawings will be refunded in full if returned in good condition and a fifty percent refund of deposit for an additional set returned in similar condition; within thirty days after award or rejection of bids. For non-bidders, only fifty percent of the deposit will be refunded.

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.**

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 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

BY: Ralph L. Butler, P.E.
Commissioner

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Andrew J. Spano, Westchester County Executive

1. GENERAL REQUIREMENTS AND PROPOSALS

DEPARTMENT OF PUBLIC WORKS

Division of Engineering

GENERAL REQUIREMENTS

1. DESCRIPTION OF THE WORK

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

- Project to include removal and replacement of wearing surface and roadway joints, removal and replacement of substandard bridge and approach railing, painting and repair of structural steel framing, new deck membrane waterproofing and miscellaneous concrete repairs.

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 ninety (90%) percent of its bid. The Contractor must directly employ at least ten (10%) 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 in all respects within **150** 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 \$85.00 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.

GENERAL REQUIREMENTS

CONTRACT DRAWINGS:

CONTRACT NUMBER 07-521

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>
57-02-T-105-0	TITLE SHEET AND LIST OF DRAWINGS	1 of 19
57-02-G-106-0	GENERAL NOTES	2 of 19
57-02-G-107-0	GENERAL NOTES AND ESTIMATE OF QUANTITIES	3 of 19
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57-02-G-109-0	BRIDGE PLAN AND ELEVATION	5 of 19
57-02-G-110-0	EXISTING AND PROPOSED CROSS SECTION	6 of 19
57-02-G-111-0	STEEL REPAIR DETAILS	7 of 19
57-02-G-112-0	EXISTING CROSS SECTIONS AND STEEL FRAMING PLAN	8 of 19
57-02-G-113-0	EXISTING STEEL SCHEDULE AND SHOP DRAWING DETAILS	9 of 19
57-02-G-114-0	ABUTMENT AND PIER ELEVATION	10 of 19
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57-02-G-117-0	BRIDGE RAILING DETAILS (2 OF 2)	13 of 19
57-02-G-118-0	BOX BEAM GUIDE RAIL	14 of 19
57-02-G-119-0	EXISTING CORRUGATED BEAM GUIDE RAILING DETAILS	15 of 19
57-02-G-120-0	EXISTING BRIDGE RAILING SHOP DRAWING DETAILS	16 of 19
57-02-G-121-0	MISCELLANEOUS DETAILS	17 of 19
57-02-G-122-0	TYPICAL CONCRETE REPAIR DETAILS	18 of 19
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Submit all proposal pages in this section, including all executed and unexecuted pages and fasten at the upper left hand corner.



Andrew J. Spano, Westchester County Executive

PROPOSAL PAGES

**REHABILITATION OF GALLOWS HILL ROAD BRIDGE
OVER PEEKSKILL HOLLOW BROOK
BIN 3348420
TOWN OF CORTLANDT, NEW YORK**

Contract No. 07-521

Bid Opening: April 1, 2009

By Bidder (Please Print)

Firm/Business Name: _____

Address: _____

For Official Use Only

DEPARTMENT OF PUBLIC WORKS

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 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 ____".

Proposal Pages 5; 6; 10; 11; 12A; 16 or 18 or 19 as applicable; 20; 21; 22; 25 or 31; 33, 34 or 35 all require signatures. 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."

PROPOSAL REQUIREMENTS

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 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

CONTRACT NO. **07-521**

ITEMIZED PROPOSAL

ITEM NO.	APPROXIMATE QUANTITIES	PAY UNIT	ITEM DESCRIPTION	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
201.06	NEC	L.S.	CLEARING AND GRUBBING	L.S.		\$ _____	_____
203.51	500	L.F.	GRADING, CLEANING AND SHAPING EXISTING DITCHES AND BACKSLOPES	\$ _____	_____	\$ _____	_____
209.13	100	L.F.	SILT FENCE-TEMPORARY	\$ _____	_____	\$ _____	_____
18403.1335	10	TON	RUT AVOIDANCE ASPHALT CONC, TYPE 3 RA	\$ _____	_____	\$ _____	_____
18403.1735	100	TON	RUT AVOIDANCE ASPHALT CONCRETE, TYPE 6F RA	\$ _____	_____	\$ _____	_____
407.0101	60	GAL.	TACK COAT	\$ _____	_____	\$ _____	_____
490.30	350	S.Y.	MISCELLANEOUS COLD MILL OF BITUMINOUS CONCRETE	\$ _____	_____	\$ _____	_____

CONTRACT NO. **07-521**

ITEMIZED PROPOSAL

ITEM NO.	APPROXIMATE QUANTITIES	PAY UNIT	ITEM DESCRIPTION	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
01555.8001	100	L.F.	CRACK SEALING BY EPOXY INJECTION	\$ _____	_____	\$ _____	_____
556.0202	2000	LB.	EPOXY-COATED BAR REINFORCEMENT FOR STRUCTURES	\$ _____	_____	\$ _____	_____
557.07	12	S.Y.	SUPERSTRUCTURE SLAB WITH SEPARATE WEARING SURFACE - BOTTOM FORMWORK	\$ _____	_____	\$ _____	_____
11560.14	1500	S.F.	PROTECTIVE SEALING OF CONCRETE	\$ _____	_____	\$ _____	_____
564.510001	1500	LB.	STRUCTURAL STEEL	\$ _____	_____	\$ _____	_____
564.510002	1500	LB.	STRUCTURAL STEEL	\$ _____	_____	\$ _____	_____
W567.51	150	L.F.	SEALING BRIDGE DECK JOINTS	\$ _____	_____	\$ _____	_____

CONTRACT NO. 07-521

ITEMIZED PROPOSAL

ITEM NO.	APPROXIMATE QUANTITIES	PAY UNIT	ITEM DESCRIPTION	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
568.51	230	L.F.	STEEL BRIDGE RAILING (FOUR RAIL)	\$ _____	_____	\$ _____	_____
568.70	64	L.F.	TRANSITION BRIDGE RAILING	\$ _____	_____	\$ _____	_____
W568.70	64	L.F.	TRANSITION BRIDGE RAILING (SHOP CURVED)	\$ _____	_____	\$ _____	_____
W574.01	NEC	L.S.	STRUCTURAL STEEL PAINTING: OVERCOATING	L.S.		\$ _____	_____
580.03	250	S.F.	REMOVAL OF STEEL SUPPORTED STRUCTURAL SLAB (WITHOUT SHEAR CONNECTORS)	\$ _____	_____	\$ _____	_____
581.01	2700	S.F.	REMOVAL OF BITUMINOUS CONCRETE	\$ _____	_____	\$ _____	_____
582.05	10	C.Y.	REMOVAL OF STRUCTURAL CONCRETE - REPLACEMENT WITH CLASS A CONCRETE	\$ _____	_____	\$ _____	_____

CONTRACT NO. 07-521

ITEMIZED PROPOSAL

ITEM NO.	APPROXIMATE QUANTITIES	PAY UNIT	ITEM DESCRIPTION	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
582.06	200	S.F.	REMOVAL OF STRUCTURAL CONCRETE - REPLACEMENT WITH CLASS D CONCRETE	\$ _____	_____	\$ _____	_____
582.07	100	S.F.	REMOVAL OF STRUCTURAL CONCRETE - REPLACEMENT WITH VERTICAL AND	\$ _____	_____	\$ _____	_____
586.01	1000	IN.	DRILL AND GROUT BOLTS OR REINFORCING BARS	\$ _____	_____	\$ _____	_____
587.01	235	L.F.	BRIDGE RAILING REMOVAL AND DISPOSAL	\$ _____	_____	\$ _____	_____
18595.9820	2700	S.F.	SPRAY APPLIED WATERPROOFING	\$ _____	_____	\$ _____	_____
606.10	200	L.F.	BOX BEAM GUIDE RAILING	\$ _____	_____	\$ _____	_____
606.100001	160	L.F.	BOX BEAM GUIDE RAILING (SHOP CURVED)	\$ _____	_____	\$ _____	_____

CONTRACT NO. 07-521

ITEMIZED PROPOSAL

ITEM NO.	APPROXIMATE QUANTITIES	PAY UNIT	ITEM DESCRIPTION	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
606.1201	4	EA.	BOX BEAM GUIDE RAIL END ASSEMBLY, TYPE I	\$ _____	_____	\$ _____	_____
606.16	25	L.F.	CORRUGATED BEAM GUIDE RAILING	\$ _____	_____	\$ _____	_____
606.4809	6	EA.	I-BEAM POST FOR EXIST BOX BEAM GUIDERAIL	\$ _____	_____	\$ _____	_____
606.71	700	L.F.	REMOVING AND DISPOSING CORRUGATED BEAM GUIDE RAIL	\$ _____	_____	\$ _____	_____
606.7910	2	EA.	REMOVING AND DISPOSING ANCHORAGE UNITS FOR CORRUGATED BEAM GUIDE	\$ _____	_____	\$ _____	_____
619.01	NEC	L.S.	MAINTENANCE AND PROTECTION OF TRAFFIC	L.S.		\$ _____	_____
619.110201	1	EA.	PORTABLE, VARIABLE MESSAGE SIGN (PVMS) (LED) (NONE)	\$ _____	_____	\$ _____	_____

CONTRACT NO. 07-521

ITEMIZED PROPOSAL

ITEM NO.	APPROXIMATE QUANTITIES	PAY UNIT	ITEM DESCRIPTION	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
619.1701	40	L.F.	TEMPORARY CONCRETE BARRIER, (UNPINNED)	\$ _____	_____	\$ _____	_____
619.27	4	EA.	MAILBOXES	\$ _____	_____	\$ _____	_____
625.01	NEC	L.S.	SURVEY OPERATIONS	L.S.		\$ _____	_____
633.11	650	S.Y.	CLEANING EXISTING PAVEMENT AND/OR SHOULDERS	\$ _____	_____	\$ _____	_____
633.12	NEC	L.S.	CLEANING, SEALING AND/OR FILLING CRACKS	L.S.		\$ _____	_____
637.11	6	MO.	ENGINEER'S FIELD OFFICE - TYPE 1	\$ _____	_____	\$ _____	_____
18685.072001	500	L.F.	WHITE EPOXY REFLECTORIZED STRIPES - 20 MIL (WITH WET NIGHT VISIBILITY SPHERES)	\$ _____	_____	\$ _____	_____

CONTRACT NO. 07-521

ITEMIZED PROPOSAL

ITEM NO.	APPROXIMATE QUANTITIES	PAY UNIT	ITEM DESCRIPTION	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
18685.072002	500	L.F.	YELLOW EPOXY REFLECTORIZED STRIPES - 20 MIL (WITH WET NIGHT VISIBILITY SPHERES)	\$ _____	_____	\$ _____	_____
W800	NEC	F.L.S.	MISCELLANEOUS ADDITIONAL WORK	F.L.S.		\$ _____ 60,000	00 _____
W841	130	L.F.	SAW CUT EXISTING BITUMINOUS CONCRETE OVERLAY	\$ _____	_____	\$ _____	_____
W851	NEC	F.L.S.	TESTING OF MATERIALS AND FIELD TESTING	F.L.S.		\$ _____ 2,000	00 _____

Gross Sum of Total Bid Written in Figures:

	DOLLARS	CTS.
	\$ _____	_____

CONTRACTOR: _____

ADDRESS: _____

BY: _____

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)

[illegible]

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

NOTE: Completion of this form is requested to compile statistical data. The awarded bidder shall be required to complete this form (Schedule A) as part of the executed agreement.

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 Chapter 308 of the Laws of Westchester County, completion of this form is required.

The term persons of color 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 sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation 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.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?
☐ No
☐ Yes (as a business owned and controlled by persons of color)
☐ Yes (as a business owned and controlled by women)
2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?
☐ No
☐ Yes (as a MBE)
☐ Yes (as a WBE)

If yes, official documentation of such certification must be attached hereto.

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply:

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply:

5. Are you certified with the Federal Government as a small disadvantaged business concern?
☐ Yes
☐ No
6. Name of Firm/Business Enterprise: _____
Address: _____

Completed By (Print Name/Title): _____
Signature: _____

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR 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 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 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

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR 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).

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR 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.

COMPLETE THIS FORM USING BLACK INK ONLY

CONTRACTOR 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 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 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 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.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with Westchester County also an officer or employee of the County, or the spouse, or the child or dependent of such County officer or employee?

Yes _____ No _____

If yes, please provide details: _____

B.) Related Owners:

1. If you are the owner of the Contractor, are you or your spouse, an officer or employee of the County?

Yes _____ No _____

If yes, please provide details: _____

To answer the following question, the following definition of the word "interest" shall be used:

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

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

COMPLETE THIS FORM USING BLACK INK ONLY

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

2. Do any officers or employees of the County have an **interest** in the Contractor or in any subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details: _____

Authorized Company Official shall sign below and type
or print information below the signature line:

Name:

Title:

Date:

COMPLETE THIS FORM USING BLACK INK ONLY

QUALIFIED TRANSPORTATION FRINGE PROGRAM

**STATEMENT OF ENROLLMENT IN A
QUALIFIED TRANSPORTATION FRINGE PROGRAM**

1. I am the _____ of _____.
(title) (Bidder's full legal name)

2. This statement is not applicable because (*check all that apply, skip number 3 and sign below*):

- ☐ The total value of the contract is less than \$100,000 in any twelve month period during the contract term.
- ☐ Bidder employs less than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week.

(*If question 2 does not apply proceed with question 3 and sign below*).

3. This Statement is applicable and is submitted in order to comply with the requirements of Executive Order No. 7-2005 of the County of Westchester which requires prospective contractors, concessionaires and vendors to submit a signed statement at the time of procurement of the contract that they are enrolled in or have initiated the process to enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code.

As of the date hereof the above indicated Bidder:

☐ is enrolled in a Qualified Transportation Fringe Program as set forth in §132(f) of the Internal Revenue Service Tax Code, or

☐ has initiated the process of enrolling in a Qualified Transportation Fringe Program as set forth in §132(f) of the Internal Revenue Service Tax Code and will notify the appropriate County personnel in writing upon the commencement of their participation in such a program.

signature

date

COMPLETE THIS FORM USING BLACK INK ONLY

QUALIFIED TRANSPORTATION FRINGE PROGRAM

WAIVER APPLICATION

Qualified Transportation Fringe Program

Date: _____
Name: _____
Company: _____
Address: _____

This Application for a Waiver from the requirements of Executive Order No. 7-2005 is being submitted based upon one of the following:

- ☐ an inability to comply with Executive Order No. 7-2005, or
- ☐ hardship would result from such compliance.

Provide detailed explanation below:

signature of authorized company official

Approved: _____
Disapproved: _____
Date: _____

Commissioner or Department Head

COMPLETE THIS FORM USING BLACK INK ONLY

SUBCONTRACTOR'S SEALED BID SUBMISSION

Westchester County Contract No.: _____

Name of Subcontractor: _____

Address: _____

Phone #: _____ Fax #: _____

E-mail address: _____

Name of Contractor to whom
this bid is submitted: _____

Scope of Work to be performed by Subcontractor (e.g., electrical, plumbing, HVAC):

The price agreed upon by and between Contractor and Subcontractor for the full
performance of the Subcontractor's work:

\$: _____

In words (e.g, one hundred thousand dollars and xx/100):

Subcontractor

Contractor

Signature

Signature

By _____
(print name & title)

By _____
(print name & title)

**THE SUCCESSFUL LOW BIDDER, BEFORE AWARD OF THE CONTRACT, MUST
PROCURE AND PROVIDE TO THE COUNTY, FROM EACH OF THE ABOVE
DENOTED SUBCONTRACTORS, A CONTRACT DISCLOSURE STATEMENT
(PROPOSAL PAGES 23-31) AND THE REQUIRED DISCLOSURE OF
RELATIONSHIPS TO COUNTY (PROPOSAL PAGES 32-33)**

COMPLETE THIS FORM USING BLACK INK ONLY

MINORITY/WOMEN BUSINESS ENTERPRISE QUESTIONNAIRE

(To Be Completed In Its Entirety & Attached To Bid Tabulation Sheets)

Check if Original Submission ☐

Check if Update ☐

1. When you considered potential sub-contractors (if any) for this bid, did you go to the County's website at www.westchestergov.com/MWOB and search the MWOBs database (by following the MWOB Quick Links) for potential qualified MBE/WBE Firms?

Yes ☐ No ☐

If No, why _____.

2. If yes, were there qualified MBE/WBE Firms on the current County database who could be contacted for interest/bids?

Yes ☐ No ☐

If yes, list the qualified MBE and/or WBE firms that provide the type of services required for this project and indicate the services that they provide that could be utilized on this project. If applicable, indicate why you decided not to utilize any particular firm identified as being able to provide required services. (e.g. my firm will be performing those services, price too high, question as to quality of work, references did not check out, insufficient resources to undertake project, etc.)

Attach additional sheet if needed.

3. Which trade category(ies) do you need for this bid? Check all that apply.

General Contracting ☐

Electrical ☐

HVAC ☐

Mechanical ☐

Plumbing ☐

Others ☐

List below

4. How did you contact the MBE/WBE Firms from the County's database? Check all that apply.

Phone ☐

Email ☐

In Person ☐

Regular Mail ☐

FedEx or Equal ☐

Other ☐ (Describe other method): _____.

5. Did you get, at a minimum, one response from your solicitation/inquiry of interest from the MBE/WBE Firms?

Yes ☐ No ☐

MINORITY/WOMEN BUSINESS ENTERPRISE QUESTIONNAIRE

6. If you answered "No" to question #5, did you follow-up with subsequent inquiries?

How many times: _____

By what method (see list of methods in question #4): _____

7. Are there any MBE/WBE Firms you solicited that were not found in the County's database?

Yes [☐] No [☐]

If Yes, how many? _____

Describe other outreach efforts undertaken by you or your firm, including other MBE and/or WBE lists, organizations or individuals that were contacted.

Attach additional sheet if needed.

8. According to the Minority Participation Policy, please attach the following information to this questionnaire:

1(a) The name, address, telephone number and contact person of each MBE and WBE solicited verbally by you/your firm 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.

Attach additional sheet if needed.

1 (b) A description of the portion of the Contractor's Work for which each such solicitation was made.

Attach additional sheet if needed.

1 (c) A listing of the project documents, if any, furnished to each such MBE and WBE.

MINORITY/WOMEN BUSINESS ENTERPRISE QUESTIONNAIRE

Attach additional sheet if needed.

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 which the solicitation was sent.

Attach additional sheet if needed.

- 9) List each and every MBE and WBE that you intend to utilize to perform any portion of the project work. Be sure to include a description of the work to be performed by the MBE and WBE firm(s) and the approximate dollar amount of such work.

Attach additional sheet if needed.

If you responded "No" to question #1, please re-visit and re-canvas the County's MWOB website at www.westchestergov.com/MWOB. Failure to demonstrate an effort to utilize MBE/WBE Firms may result in the County NOT awarding a contract to your firm.

Dated: _____, 20__

Legal Name of Person, Firm or Corporation

By: _____
Signature

Title

Print Name: _____

INFORMATION FOR BIDDERS



Andrew J. Spano, Westchester County Executive

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 Insurance and Indemnification provisions of the contract shall be as follows:

The Contractor, upon award of the contract, shall provide at its own cost and expense the following insurance to the County of Westchester from insurance companies licensed in the State of New York, carrying a Best's financial rating of "A" or better, which insurance shall be evidenced by certificates and/or policies as determined by the County. Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof 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. All such notices shall name the Contractor and identify the contract number.

- A. Workmen's Compensation - Statutory-in compliance with the Compensation Law of the State of New York:

Each Contractor (employer) shall evidence compliance with Section 57 of the Workers' Compensation Law and Section 220, Subdivision 8 of the Disability Benefits' Law, by submitting to the County for its approval, prior to the start of any part of its contract work, the following attested documentation:

- 1) Workers' Compensation - statutory, New York State Workers' Compensation certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 prescribed for proof of compliance with the NYS Compensation Law.

NOTE: Other generally recognized forms/certificates may be submitted for the above at the sole discretion of the Director of Risk Management.

- 2) Disability Benefits. State Workers' Compensation form DB-120.1 is required for proof of compliance with the Disability Benefits' Law.

INFORMATION FOR BIDDERS

Location of operation shall be "All Locations in Westchester County, New York".

- 3) If a Contractor (employer) claims that he is not required to carry either a Workers' Compensation policy or Disability Benefits' policy, or both, a temporary permit may be issued if the Contractor (employer) completes form CE-200. PLEASE NOTE THIS FORM REPLACES FORM WC/DB-100.
 - 4) If a Contractor (employer) is self-insured for Workers' Compensation, it shall present a certificate from the New York State Workers' 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 minimum limits of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.l.), with the County of Westchester named as an additional insured. This insurance shall indicate on the certificate of insurance the following coverages:
- 1) Premises - Operations
 - 2) Independent Contractors and Subcontractors
 - 3) Products and Completed Operations
 - 4) Broad Form Contractual
- All contracts involving explosives, demolition and underground work shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.
- C. Automobile Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 for bodily injury, and \$100,000 per occurrence for property damage, or a combined single limit of \$1,000,000 unless otherwise indicated in the "General Requirements" of the Contract specifications. The certificate of insurance shall indicate coverage for the following:
- 1) Owned automobiles
 - 2) Hired automobiles
 - 3) Non-owned automobiles
- D. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Clauses" of the contract specifications.
- E. Construction Insurance:
- 1) 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

INFORMATION FOR BIDDERS

completed value, covering the County of Westchester as the insured, with a deductible of not more than \$100, as recommended by the New York State Department of Insurance. 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).

- 2) For the construction of (a) new buildings and (b) for additions or repairs of existing buildings or structures, the County of Westchester will provide and maintain at its own cost and expense, the appropriate "Builder's Risk Insurance" which will include the interest of the contractor as they may appear. At the option of the County any and all proceeds that the County receives under the "Builder's Risk Insurance Contract" will be held by the County for reconstruction costs of the building or structure.

Notwithstanding the foregoing, the Contractor will be solely responsible for all losses due to Vandalism, Malicious Mischief and Theft.

In formulating its proposal, the Contractor shall not include any dollar amounts for the payment of all Builder's Risk Insurance, it being understood that the County will acquire such insurance. By signing its proposal, the bidder affirms that such dollar amounts have not been included.

If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor will be withheld until those requirements have been met, or at the option of the County, the County may pay the Renewal Premium and withhold such payments from any monies due the Contractor.

All property losses covered by Construction Insurance shall be made payable to and adjusted with the County.

All policies and certificates of insurance shall be approved by the Westchester County Director of Risk Management prior to the inception of any work.

Other coverages 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.

If at any time any of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Contractor shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Board of Acquisition and Contract of the County of Westchester for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the County, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the contract, the amount of excess of such claims or any

INFORMATION FOR BIDDERS

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 as may be determined by the County of Westchester.

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

- 1) Insurers shall have no right of recovery or subrogation against the County of Westchester (including its agents and agencies as aforesaid), 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.
- 2) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.
- 3) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- 4) 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

The following Indemnification Agreements shall be, and is hereby, a provision of the contract and shall be endorsed on the reverse sides of all certificates of insurance:

The Contractor hereby agrees to indemnify and save harmless the County of Westchester, its officers, employees, elected officials, and agents from and against all liability, loss or damage the County may suffer as a result of any claims, demands, costs, judgments or damage to County property in the care, custody or control of the Contractor, arising directly or indirectly out of this Agreement including losses arising out of the negligent acts or omissions of the Contractor. The Contractor further agrees to provide defense for and defend any claims or causes of action of any kind or character directly or indirectly arising out of this Agreement at its sole expense and agrees to bear all other costs and expenses relating thereto. The foregoing provisions shall not be construed to cause the Contractor to indemnify the County, its officers, elected officials, agents or employees from its or their sole negligence.

Neither the acceptance of the completed work nor payment therefore shall release the Contractor from its obligation under this Article, provided, however, that the risks and indemnifications assumed by the Contractor shall not inure directly or indirectly to the benefit of an insurer under policies of insurance issued in compliance with this Contract.

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 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, insurance, bonds, etc. 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 20 and 21. 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. Proof of payment to the vendor must also be provided.

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 Tracey Mitchell, 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

INFORMATION FOR BIDDERS

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.



Andrew J. Spano, Westchester County Executive

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 the "Associated Equipment Distributors' Compilation of Rental Rates for Construction Equipment," 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:

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-resistant 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%.

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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

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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

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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.

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NOW THEREFORE, I, ANDREW J. SPANO, 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:

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(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.



Andrew J. Spano, Westchester County Executive

4. SPECIAL CLAUSES

DEPARTMENT OF PUBLIC WORKS

Division of Engineering

SPECIAL CLAUSES

1. INTENT

The Special Clauses modify or supplement the Information to Bidders, the General Clauses and the Standard Itemized Specifications and govern where there is conflict with those documents.

2. CONTRACT ITEMS

All Materials of Construction, General Construction Items and Item Specifications, and Roadside Development Payment Items and Item Specifications not prefixed with the letter "W" shall be as specified in Section 200 thru 700 of the latest version of the State of New York, Department of Transportation Design and Construction Division Standard Specifications including any Addenda thereto, hereafter referred to as the "New York State Department of Transportation Specifications". In utilizing the State Public Works Specifications, the following substitutions in the text shall be made:

- A. For State, substitute County of Westchester.
- B. For Department or Division, substitute Westchester County Department of Public Works.
- C. For Superintendent or Deputy Superintendent, substitute Commissioner of Public Works.
- D. For Chief Engineer, Deputy Chief Engineer, District Engineer, or Engineer in Charge, substitute Engineer.
- E. For Comptroller, substitute Commissioner of the Westchester County Department of Finance.

Copies of the State publication are available for reference purposes in the offices of the Engineering Division, Westchester County Department of Public Works, Room 500, County Office Building, White Plains, New York. They may be purchased from the Division of Finance, Department of Transportation, 5th Floor, Administration and Engineering Building, State Campus, Albany, New York, 12226.

3. TONNAGE PAYMENTS

Each delivery to the work site of materials of construction for which payment is specified to be made on a tonnage basis, a ton being defined as 2000 pounds, shall be accompanied by a copy of a certified weighmaster's certificate or tape from an approved measuring computer, and that copy shall be given over into the permanent possession of the Engineer.

4. PRE-CONSTRUCTION CONFERENCE

The Contractor shall not commence any work under the contract prior to a pre-construction conference between the Contractor, the County's representatives and other concerned governmental and utility company representatives. At this conference all special requirements of the work, the scheduling of the work and details for the proper maintenance and protection of traffic during the work will be fully explained and discussed.

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The Contractor shall submit a proposed schedule for maintaining, protecting and regulating traffic, showing chronologically and in detail the sequence and methods that will be followed. In the event the Contractor desires to use traffic control devices other than those specified, it shall submit his request with samples or detailed sketches and descriptions of the proposed devices, for approval by the County.

5. PRESERVATION OF NATURAL FEATURES

The Contractor shall exercise the utmost care to preserve and protect the natural features of all public and private property on or adjacent to the work site which will not be directly affected by the required construction. Before commencing work under the contract, the Contractor shall secure the Engineer's approval of proposed locations for temporary access roads not specified, storage areas for his equipment and materials, and parking areas for his own vehicles and those of his workmen. Thereafter, unless otherwise approved by the Engineer, the Contractor shall restrict all such activities to these locations. Before completion of the contract work, the Contractor shall restore at his own expense to their original condition or better, all temporary access, storage or parking areas and all other areas on or adjacent to the work site not directly affected by the required construction which have been disturbed in any way by the Contractor's operations.

The Contractor shall be responsible for the preservation and protection of all parts of existing trees within and bordering on the contract limits. As may be required, at his own expense the Contractor shall protect the trunks of trees against injury by the proper use of burlap padding, boards or other protective devices approved by the Engineer.

6. USE OF EXPLOSIVES

Explosives for blasting shall be stored, handled and used in accordance with the laws, ordinances and regulations of the State of New York and the local municipalities involved, and following the safety recommendations contained in the latest edition of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., and the latest editions of the pamphlets published by the Institute of Makers of Explosives entitled, "Do's and Don'ts - Instructions and Warnings in Using, Transporting, Handling and Storing Explosives" and "Safety in the Handling and Use of Explosives".

The Contractor shall limit all blasting operations to a minimum and shall notify the Engineer and local municipal authorities at least seventy-two hours in advance of all such operations. No blasting of any kind shall be done during other than normal working hours on normal working days, unless permission is first secured from the Engineer and from local municipal authorities. The Contractor shall protect the traveling public from all damage to person and property and shall be responsible for damage to pipe lines, conduits, cables and any other surface or subsurface lines or structures that may be encountered, and for damage caused by blast shocks or debris.

The Contractor shall utilize only thoroughly trained and experienced men in all blasting operations, and blasting crews shall be held to the minimum consistent with efficient operation. They shall be thoroughly familiar with all recommended safety practices and shall be adequately supervised to insure that they adhere to those practices. No person under eighteen years of age shall be permitted to handle, use or be near explosives.

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In accordance with the New York State Penal Law, Section 1918 as amended, the Contractor or his subcontractor shall not discharge explosives in the ground unless written notice is first given seventy-two hours in advance to the person, corporation or municipality engaged in the distribution of combustible gas in the area. It shall further ascertain if there are any gas lines within a radius of two hundred feet from the point of discharge which are being maintained by a person, corporation or municipality other than the person, corporation or municipality servicing the territory. If there are, it shall give written notice seventy-two hours in advance to those parties. Thereafter the work shall be performed in such manner as to avoid damages to any pipe conveying combustible gas.

In any emergency, if explosives must be discharged in order to protect persons from immediate and substantial danger of death or serious personal injury, the seventy-two hour notice requirements of this article will be waived, provided the Engineer, the concerned persons, corporations or municipalities are notified as soon as reasonably possible before any such discharge is undertaken.

7. CONSTRUCTIONS, EXCAVATION AND DEMOLITION CONTRACTS AT OR NEAR UNDERGROUND FACILITIES - INDUSTRIAL CODE RULE NO. 53

The utility companies can be alerted to impending construction by the Contractor by contacting the Underground Utilities Call Center at 1-800-962-7962.

Notification to the Call Center is the responsibility of the Contractor who must allow ample time for investigation and identification of any and all services of the utility companies located at the project site.

All costs associated with verification of the location of underground facilities pursuant to Industrial Code Rule No. 53, as amended shall be included in the prices bid for the respective contract items involved unless separate payment is otherwise provided for in the Contract. All test holes excavated, by written direction of the Engineer, for purposes other than for compliance with Industrial Code Rule No. 53 or Subsection 105-11 of the Standard Specifications, will be paid for at the unit bid price for Trench and Culvert Excavation in the Contract.

8. CONSTRUCTION NEAR PIPES CONVEYING COMBUSTIBLE GAS

In accordance with the New York State Penal Law, Section 1918 as amended, the Contractor shall not excavate any existing street, highway or public place unless written notice shall have been given at least seventy-two hours in advance to the person, corporation or municipality engaged in the distribution of gas in such territory. It shall further ascertain whether there is within one hundred feet in such street, highway or public place any other person, corporation or municipality conveying combustible gas in pipe, and if there is such pipe, it shall also give similar notice to such person, corporation or municipality.

9. NOTICES TO UTILITY OWNERS

At least 3 working days before breaking ground for construction, the Contractor shall give written notice to all concerned utility owners that valve boxes, curb boxes, manholes and other similar structures must be adjusted to the finished surfaces of roadway, shoulder or

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sidewalk areas, or that pipes, conduits, poles or other structures must be altered, removed or relocated. Thereafter the Contractor shall give a reasonable opportunity to the owner of the utility or structure to have the work done. All work adjusting structures or altering, removing, relocating or installing pipes, conduits, poles or other structures will be done at the expense of the owners of the utility or structure, utilizing their own facilities if they so choose, or by utilizing the forces of the Contractor under separate contract.

10. FILLING AND BACKFILLING AT STRUCTURES, CULVERTS AND PIPES

All filling and backfilling at structures, culverts and pipes shall be done in accordance with the provisions of Section 200, Earthwork; subsection 203-3.15, "Fill and Backfill at Structures, Culverts and Direct Burial Cables", in the New York State Department of Transportation Specifications, except as follows:

Backfill shall be hand placed around and over the pipe to a minimum height of twelve (12) inches with each lift not to exceed six (6) inches in thickness prior to compaction.

11. PIPES AND CULVERTS IN FILL AREAS

Where pipes or culverts are to be placed in fill areas, the Contractor shall first place and compact the fill to a plane one foot above the design elevation of the top of the pipe and thereafter excavate the trench.

12. PAYMENT LINES AND LIMITS

Payment Limit - A payment limit defines the boundary beyond which no quantities will be measured for payment. Whenever payment limits are indicated, only the work which is actually directed and completed within these limits will be measured and computed for payment. Payment limits may be revised in writing by the Engineer prior to performing the work.

Payment Line - Defines the exact line from which the work quantity will be computed. Whenever payment lines are indicated, quantities representing work completed will be computed from these lines only. No other lines or locations will be used to compute quantities. Payment lines may be revised in writing by the Engineer prior to performing the work.

13. PIPE CERTIFICATION DOCUMENTS

Prior to the delivery of any 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 Engineer at the construction site and to the Supervisor of Construction care of the Engineering Division, County Office Building, White Plains, New York.

14. AREAS INACCESSIBLE TO ROLLER

In areas inaccessible to conventional compactors, or where maneuvering space is limited, impact rammers, plate or small drum vibrators, or pneumatic buttonhead compaction

SPECIAL CLAUSES

equipment may be used with layer thickness not exceeding 6 inches before compaction. However, materials placed for subbase course construction shall have a maximum compacted thickness of 6 inches. Hand tampers shall not be permitted. The Engineer may approve or reject any of the above described mechanical devices based upon the results of appropriate on-site field tests.

15. DELIVERY OF MATERIALS

The Contractor shall make his own arrangements for the receipt of materials delivered to the construction site. No representative of the County will accept any materials ordered by the Contractor.

16. ASPHALT CONCRETE PAVEMENT

In order to insure the uniform appearance of finished pavement, aggregate from only one stone quarry shall be used throughout the work.

17. BITUMINOUS PAVEMENT ON EXISTING CONCRETE PAVEMENT

Where bituminous pavement of any type is to be placed on existing concrete pavement, the Contractor shall prepare the road surface as specified under Section 600, Incidental Construction, subsection 633, Conditioning Existing Pavement.

Prior to the placement of asphalt concrete pavement on existing concrete pavement, a tack coat of bituminous material, N.Y.S. Item 407.0101 shall be applied to the cleaned concrete pavement at a rate of 0.05 to 0.10 gallons per square yard, subject to the directions of the Engineer. Payment for the foregoing work shall be deemed to be included in the unit price the Contractor has bid for the appropriate asphalt concrete item. This tack coat is required only on one course resurfacing.

Prior to the placement of asphalt concrete pavement, the contact surfaces of all structures within or adjacent to the area of the new pavement shall be painted with the same bituminous material as used in the pavement mix.

Payment for the required work shall be deemed to be in the various items of bituminous asphalt indicated in the proposal and included in the unit price(s) bid by the Contractor for these item(s) unless an item for Cleaning Existing Pavement appears in the itemized proposal.

18. RESURFACING AT STRUCTURES NOT RAISED

Prior to the placement of resurfacing material, the Contractor shall cut out and remove the existing bituminous pavement within the area so indicated on the Standard Construction Detail Sheet or five feet distance from all exterior faces of each structure not requiring raising for the resurfacing work, in accordance with the instructions of the Engineer. Payment for all the foregoing work shall be deemed to be included in the unit price the Contractor has bid for the various items of the Contract unless Item 202.20, Removing Old Bituminous Concrete Overlay appears in the itemized proposal.

SPECIAL CLAUSES

19. REPLACEMENT OF EXISTING CASTINGS

All municipally owned castings which are excessively worn or are cracked shall be replaced when ordered by the Engineer. Existing castings shall be removed utilizing equipment and in a manner approved by the Engineer, and disposition of the castings shall be in accordance with Article 21, "Salvable Materials" of the Special Clauses. The design of new castings shall conform to the standards of the municipality in which the work is being performed, unless otherwise directed by the Engineer. After castings have been set in place, they shall be painted with asphaltum or other approved coating material.

Payment for the work of removing existing castings and furnishing and placing new castings shall be deemed to be included in the unit price the Contractor has bid for the item of work indicated in the Itemized Proposal, or from Item W800, Miscellaneous Additional Work, when so ordered by the Engineer, except that castings broken through the sole negligence of the Contractor shall be removed and replaced by him at his own expense.

20. PROTECTION OF PAVEMENT

No equipment other than equipment with rubber tires will be allowed on any existing or new pavement within the limits of the contract, unless the pavement has been first protected by planking or other means approved by the Engineer.

21. PROTECTION OF STRUCTURES FROM BITUMINOUS MATERIALS

Before applying any bituminous materials, the Contractor shall protect as may be necessary all inlets, catch basins, manholes, vaults, water valve boxes, walls, curbs, gutters and other similar structures to prevent their defacement by such materials. Structures shall be completely covered or treated to prevent bituminous materials from entering their covers, gratings or crevices, or to prevent their concealment. After the application of the bituminous materials has been completed, the Contractor shall inspect all structures within the area of such construction activities and remove all remaining bituminous defacements caused by his operations.

22. SALVABLE MATERIALS

All existing construction materials such as manhole and catch basin frames and castings, pipe, curbs, signs, guide railings and other similar salvable materials encountered in the work and owned by the County, a political subdivision of the County or third parties, which the Engineer directs to be salvaged but not reused in the work, shall be removed and stored by the Contractor at areas on or adjacent to the work site. The Contractor shall then notify the respective owners in writing that the salvaged material is awaiting their disposition. If the material is not claimed or removed by the owners within a reasonable time after written notices have been given, as determined by the Engineer, the materials shall then become the property of the Contractor and shall be removed by him before completion of the work under the contract.

Similar construction material which is removed by the Contractor and which the Engineer orders not to be salvaged, shall become the property of the Contractor and shall be immediately removed by him from the site of the work.

SPECIAL CLAUSES

23. CLEANING OF CATCH BASINS AND MANHOLES

After completion of all other work under the contract, the Contractor shall thoroughly clean out all catch basins and manholes that have been built, altered or adjusted as part of the work of the contract, and shall remove from all other catch basins and manholes within the limits of the contract, all materials and debris deposited therein as the direct result of his operations under the contract. Payment for all the foregoing work shall be deemed to be included in the unit prices that the Contractor has bid for the appropriate payment item for buildings, altering or adjusting catch basins and manholes.

24. NOISY MANHOLE COVERS

After the work of resurfacing old pavement or the placement of new pavement has been completed, the Contractor shall check all structures within the limits of the contract for the existence of noisy manhole covers. All such manhole covers shall then be treated with an approved anti-rattling compound, in accordance with the directions of the Engineer. Payment for all the foregoing work shall be deemed to be included in the unit prices the Contractor has bid for the appropriate payment item for building, altering or adjusting catch basins and manholes.

25. GUARANTEE OF THE WORK UNDER THE CONTRACT

Unless otherwise stated in other parts of the specifications, all work performed under the contract shall be guaranteed by the Contractor against all defects resulting from the use of inferior materials, equipment or workmanship, for a period of one year from the date of final completion and acceptance of the work, or from the date the County takes possession and makes full use of the constructed facility.

26. CONTRACT WORK BY GENERAL CONTRACTOR

Contract work amounting to not less than 51 percent of the executed contract price shall be performed by the Contractor's own organization which shall be construed to include only workmen directly employed and paid by the Contractor, and equipment owned or rented by the Contractor, such equipment being furnished with or without operators.

The only exception to the foregoing requirement shall relate to "Specialty Items" as designated by the County in these specifications or during the course of the actual contract construction work. "Specialty Items" shall be construed to be limited to contract work requiring highly specialized knowledge, craftsmanship or equipment not ordinarily available in the contracting organizations qualified to bid on this contract as a whole, and in general, shall be limited to minor components of the total contract. Such "Specialty Items" of the contract work may be sublet by the Contractor, but only after he has solicited permission to do so from the County and the County has granted such permission and has approved the Contractor's proposed subcontractor.

The total sum of all County approved "Specialty Item" subcontracts as negotiated directly by the Contractor will be deducted from the contract price as executed between the Contractor and the County, before the County computes the final dollar amount of contract work that the Contractor must and shall perform with his own organization.

SPECIAL CLAUSES

27. SIDEWALK RAMPS

At all side road intersections and driveways where new concrete curb and sidewalk are to be constructed under this contract, the Contractor will be required to provide sidewalk ramps for the handicapped in accordance with the N.Y.S. Standard Sheet 608-3R3. Any special forming, finishing grooving, etc., necessary to complete the work will be included in the price bid for the concrete sidewalk item appearing in the itemized proposal.

28. EXISTING VEGETATION

The Contractor shall give particular attention and care to protect from damage all existing vegetation, including turf, trees, ornamental plantings, etc., which is not within the actual construction limits. Every attempt shall be made to protect and save the vegetation that is near the construction limits according to the instruction of the Engineer.

29. EXISTING ROADS

Existing roads used for the hauling of materials shall be kept free from debris and maintained by the Contractor and left in a condition satisfactory to the Engineer. The Contractor is warned that it shall be held responsible for any damage to County, Town, City or Village roads or streets caused by the operation of his equipment, and that adequate repairs for such damage shall be required at his expense.

30. SIGN RELOCATIONS

All regulatory and directional traffic signs that require relocation due to roadway widening or other appurtenant work, as directed by the Engineer, will be done so by the Contractor with no direct payment for said work. The cost for this sign removal and relocation shall be deemed included in the various items of the Contract.

31. PORTLAND CEMENT CONCRETE

It is intended that all concrete placed under the Contract shall be air-entraining concrete. The type of Portland Cement to be used shall be type 2 with an approved air-entraining agent as specified in Section 701-01 Portland Cement and Section 711-08 Admixtures of the New York State Public Works Specification. The amount of air-entrainment shall be as required in Table 501-4 of the same specifications.

32. ACCURACY OF PLANS AND SPECIFICATIONS

The detail plans and specifications for the contract have been prepared with care and are intended to show as clearly as is practicable the work required to be done. The contractor must realize however, that construction details can not always be accurately anticipated and that in executing the work, field conditions may require reasonable modifications in the details of the plans and quantities of work involved. Work under all items in the contract must be carried out to meet these field conditions to the satisfaction of the Engineer and in accordance with his instructions and the contract specifications.

SPECIAL CLAUSES

The Contractor shall take no advantage of any apparent errors or omission in the plans or specifications. In the event the Contractor discovers an error or omission in the plans or specifications, it shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

33. APPLICATION OF ANTI-SPALLING COMPOUNDS

Anti-spalling compounds shall be applied to all the new concrete work. At the Contractor's option, one of the following described compounds shall be applied in accordance with the manufacturer's directions:

- A. Silicone Anti-Spalling Compound - an undiluted material consisting of a colored sodium methyl siliconate meeting the following specifications:

Total Solids.....	28% minimum
Na2O.....	Not less than 9%, not more than 10.5%
Silicone Solids.....	Not less than 19.5%, not more than 21%
Color (Phenolphthalein)....	Not lighter than G.E. (SC-50) No. 81565 Standard

- B. Durok Shield - as manufactured by Dorok Building Materials, Inc., Hastings-on-Hudson, New York, (914) 478-1662.
- C. Sikagard Cure/Hard - as manufactured by Sika Chemical Corp., Lyndhurst, New Jersey, (201) 933-8800.

Surfaces to be treated shall be dry and swept, or air-blasted free of all dirt and debris. On large jobs the compound can be applied by a conventional asphalt distributor equipped with small nozzles. On small jobs the application shall be made utilizing a portable knapsack type sprayer. Where it is impracticable to use a sprayer, the compound shall be brushed on the concrete. In no instance shall the compound be applied when the temperature is below 50° F. Two coats shall be applied. The first coat shall be applied at the rate of 0.025 gallons per square yard and the second coat at the rate of 0.015 gallons per square yard after the first coat has thoroughly dried.

Payment for the furnishing and application of either anti-spalling compound shall be deemed to be included in the unit price the Contractor has bid for the appropriate cement concrete item.

34. CONFORMITY WITH PLANS AND SPECIFICATIONS

All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and materials requirements, including tolerances, shown on the plans or indicated in the specifications.

Plan dimensions and contract specification values are to be considered as the target value to be strived for and complied with as the design value from which any deviations are allowed. It is the intent of the specifications that the materials and workmanship shall be uniform in character and shall conform as nearly as realistically possible to the prescribed target value

SPECIAL CLAUSES

or to the middle portion of the tolerance range. The purpose of the tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons. When a maximum or minimum value is specified, the production and processing of the material and the performance of the work shall be so controlled that material or work shall not be preponderantly of borderline quality or dimension.

In the event that the Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications but that reasonably acceptable work had been produced, he shall then make a determination if the work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as he deems necessary to conform to his determination based on engineering judgment.

In the event that the Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

All traffic control devices (signs, signals, markings, and devices placed by the authority of a public body or official having jurisdiction for the purpose of regulating, warning or guiding traffic) shall be in conformity with the edition of the New York State Manual of Uniform Traffic Control Devices which is current on the date of advertisement for bids.

35. STAKEOUT

The Contractor will establish the lines, grades and measurements necessary in his opinion to properly locate the work, by setting suitably marked offset or reference stakes. These stakes will be referenced to the control points, coordinates and similar data that may be shown on the contract drawings, but the County reserves the right to modify that information. The Contractor shall inform the Engineer a reasonable time in advance of the time and place he intends to do this layout work.

The Contractor carefully and properly preserve all stakes, pins and markers set, and if any are destroyed or disturbed, they shall be reset at no cost to the County. All existing property lines and survey monuments which may of necessity have to be disturbed during the construction work will be properly tied to fixed points and reset by the Contractor, and the cost of replacement of any other existing property lines and survey monuments or temporary witness stakes set by the Engineer, which are disturbed by the Contractor's operations, shall be charged against the Contractor and deducted from future payments.

The Engineer shall check all lines, grades and measurements established by the Contractor, and shall satisfy himself as to their accuracy before allowing construction of any required structure or facility.

36. DEWATERING

It will be necessary to construct some of the structures in ground water or live stream. No additional payment will be made because of this condition, but the cost of dewatering shall be included in the unit price for the various items of the contract.



Andrew J. Spano, Westchester County Executive

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																						
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	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.

SAMPLE FORMS

SHOP DRAWING SCHEDULE
County of Westchester, Department of Public Works

SHOP DRAWING SCHEDULE											
SPECIFICATION NUMBER	DESCRIPTION OF ITEM/MODEL #	SUBMISSION	REQUEST FROM CONTRACTOR TO MANUFACTURER	RECEIVED BY CONTRACTOR FROM MANUFACTURER	RECEIVED BY COUNTY FROM CONTRACTOR	RETURNED BY COUNTY TO CONTRACTOR	RETURNED BY CONTRACTOR TO MANUFACTURER	APPROVED BY COUNTY	APPROVED SHOP DRAWINGS TO MANUFACTURER FROM CONTRACTOR	INVOICE NO. AND SCHEDULED DELIVERY DATE	ACTUAL DELIVERY DATE
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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

EQUAL

REQUEST FOR APPROVAL OF SUBSTITUTIONS

<u>ITEM NO.</u>	<u>ITEM</u>	<u>SUBSTITUTION</u>	<u>COST OF SPECIFIED ITEM</u>	<u>COST OF SUBSTITUTED ITEM</u>	<u>SAVINGS TO COUNTY</u>
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[illegible]

Forms Page 8

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

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.

SAMPLE FORMS

Instructions for completion of these Forms is located in the Information For Bidders Article 43.

Contract No. _____

Name of Contractor/Subcontractor _____

**CONTRACTOR AND ALL PERSONS SUBJECT TO DISCLOSURE¹ CERTIFICATION
FORM**

IF THIS FORM IS COMPLETED BY A SUBCONTRACTOR CHECK HERE² _____

I, _____,
(Name of Person Signing Below)

(CHECK APPLICABLE ANSWER BELOW AND THEN COMPLETE APPLICABLE DISCLOSURE)

_____ a principal of the Contractor & authorized to execute this Certification Form;

_____ a representative of the Contractor & authorized to execute this Certification Form;

A. PRINCIPAL/REPRESENTATIVE DISCLOSURE

(CHECK APPROPRIATE RESPONSE BELOW)

I am a principal or a representative of the Contractor authorized to execute this Certification Form and my answers to the questions below are as follows:

1) 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?

_____ Yes

_____ No

2) Are you 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)?

_____ Yes

_____ No

B. CONTRACTOR DISCLOSURE

Based upon my own personal knowledge or having made all necessary efforts to obtain the facts, the answer to the questions below are as follows:

1) Has the Contractor 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?

¹ Persons Subject to Disclosure are identified and defined in Information For Bidders Article 43, pursuant to Executive Order 1-2008.

² If this Certification Form is being completed by a Subcontractor, please consider all references to "Contractor" to mean "Subcontractor."

SAMPLE FORMS

_____ Yes

_____ No

2) Is the Contractor 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)?

_____ Yes

_____ No

C. PERSONS SUBJECT TO DISCLOSURE

I hereby certify that all of the Persons Subject to Disclosure, as previously defined under this Contract that will or are intended to provide services, work or intended to be on County property under this Contract have been asked the following questions:

1) 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?

_____ Yes

_____ No

2) Are you 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)?

_____ Yes

_____ No

If the answer is “yes,” to any of the questions in Sections “A,” “B,” or “C” above, please list the names and titles of all such Persons on Forms Pages 14.

In addition, the Persons identified on Forms Page 14 must complete Forms Pages 15-16 or Forms Pages 17-18.

Forms Pages 15-16 must be completed by those Persons who have previously been convicted of a crime.

Forms Pages 17-18 is provided for those Persons who are subject to pending criminal charges.

SAMPLE FORMS

If a Person refuses to answer any of the questions in Sections “A,” “B,” or “C” above, the name and title of said Person shall be listed in Forms Page 19

CONTRACTOR CERTIFICATION

I hereby certify that all of the information provided herein is true and accurate and that all additional required Disclosure Forms have been completed.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Contractor shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that 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 information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name:

Title:

Date:

Notary Public

Date

SAMPLE FORMS

Contract No. _____

Name of Contractor/Subcontractor _____

If this Certification Form is being completed by a Subcontractor, please consider all references to "Contractor" to mean "Subcontractor."

NAMES AND TITLES OF PERSONS SUBJECT TO DISCLOSURE
THAT ANSWERED "YES" TO ANY QUESTION ON FORMS PAGES 11-13

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

Note: If more names and titles must be added, please attach a separate page(s) entitled, Forms Page 14 Continued."

CONTRACTOR CERTIFICATION

I hereby certify that all of the information provided herein is true and accurate and that all additional required Disclosure Forms have been completed.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Contractor shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that 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 information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name:

Title and Date:

Notary Public

SAMPLE FORMS

Contract No. _____

Name of Contractor/Subcontractor _____

CRIMINAL BACKGROUND DISCLOSURE FORM FOR PERSONS WHO HAVE BEEN CONVICTED OF A CRIME

The conviction of a crime will not automatically result in a denial of your right to work on a County contract, your right to be on County property or your license, but may, if the County determines that the prior conviction(s) create an unacceptable risk. However, if you fail to list any part of your conviction history, whether due, but not limited to any omission, intentional falsification or any failure to disclose for any reason, you may be prohibited from working or being on County property without any risk assessment. If it is later determined that you failed to disclose a criminal conviction for any reason, your right to work on a County contract, be on County property or your license may be terminated at any time.

I, _____, am _____
(Name of Person Signing Below) (Title Relevant to Contract)

- 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.

SAMPLE FORMS

I certify that this information is correct and complete. 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 employment on this project.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

I understand that I have a continuing obligation to maintain the accuracy of this form 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.

By my signature below I hereby affirm that all of the facts, statements and answers contained herein and all attachments are true and correct.

Name:

Title:

Date:

Notary Public

Date

SAMPLE FORMS

Contract No. _____

Name of Contactor/Subcontractor _____

CRIMINAL BACKGROUND DISCLOSURE FORM FOR PERSONS WHO ARE SUBJECT TO PENDING CRIMINAL CHARGES

A pending criminal charge will not automatically result in a denial of your right to work on a County contract, your right to be on County property or your license, but may, if the County determines that the pending charge(s) create an unacceptable risk. However, if you fail to list any part of your conviction history, whether due, but not limited to any omission, intentional falsification or any failure to disclose for any reason, you may be prohibited from working or being on County property without any risk assessment. If it is later determined that you failed to disclose a criminal conviction for any reason, your right to work on a County contract, be on County property or your license may be terminated at any time.

I, _____, am _____
(Name of Person Signing Below) (Title Relevant to Contract)

- 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 certify that this information is correct and complete. 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 employment on this project.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

SAMPLE FORMS

I understand that I have a continuing obligation to maintain the accuracy of this form 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.

By my signature below I hereby affirm that all of the facts, statements and answers contained herein and all attachments are true and correct.

Name:
Title:
Date:

Notary Public

Date

SAMPLE FORMS

Contract No. _____

Name of Contractor/Subcontractor _____

If this Certification Form is being completed by a Subcontractor, please consider all references to "Contractor" to mean "Subcontractor."

PERSONS THAT REFUSED TO ANSWER

Please list the names and titles of each Person that refused to answer any of the questions on Forms Pages 11-12

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

CONTRACTOR CERTIFICATION

I hereby certify that all of the information provided herein is true and accurate.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Contractor shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that 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 information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name:
Title:
Date:

Notary Public

- ☐ 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:

--	--	--	--	--	--	--	--	--	--

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 20

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.

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.

COUNTY OF WESTCHESTER

**DEPARTMENT OF PUBLIC WORKS
COUNTY OFFICE BUILDING/ROOM 500
WHITE PLAINS, NEW YORK**

CONTRACT AND BOND

FOR:

CONTRACT NO.

CHARLENE M. INDELICATO
County Attorney

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

BOND

BOND

ACKNOWLEDGMENT BY SURETY COMPANY
(Signed by One Authorized Person)

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

On this ____ day of _____, 200__, before me personally came

(Name)
_____ of _____,
(Title) (Name of Corporation)
the Corporation described in and which executed the within instrument, who being by me duly
sworn did depose and say that he/she resides at _____
_____ and that he/she is the _____ of said Corporation
(Title)
and knows the Corporate Seal of the said Corporation; that the seal affixed to the within
instrument is such Corporate Seal and so affixed by order of the Board of Directors of said
Corporation and that he/she signed his/her name thereto by like order; and that the said
Corporation has received from the Superintendent of Insurance of the State of New York a
Certificate of Solvency, and of its sufficiency as Surety or Guarantor, pursuant to Section 327 of
the Insurance Law of the State of New York as amended, and that such Certificate has not been
revoked.

Notary Public



Andrew J. Spano, Westchester County Executive

SCHEDULE OF HOURLY RATES
AND SUPPLEMENTS

DEPARTMENT OF PUBLIC WORKS

Division of Engineering



David A. Paterson, Governor

M. Patricia Smith, Commissioner

Westchester Cty. D.P.W.

Yolanda Spraggins, Office Administrator
Michaelian Office Building
148 Martine Avenue, Room 518
White Plains NY 10601

Schedule Year 2008 through 2009
Date Requested 03/09/2009
PRC# 2009001524

Location Over Peekskill Hollow Brook
Project ID# 07-521
Project Type Removal and replacement of bridge and approach railing, waterproofing, resurfacing and painting.

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 2008 through June 2009. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

Hours

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

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

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

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, 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 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

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

Summary of Notice Posting Requirements

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 and Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



David A. Paterson, Governor

M. Patricia Smith, Commissioner

Westchester Cty. D.P.W.

Yolanda Spraggins, Office Administrator
Michaelian Office Building
148 Martine Avenue, Room 518
White Plains NY 10601

Schedule Year 2008 through 2009
Date Requested 03/09/2009
PRC# 2009001524

Location Over Peekskill Hollow Brook
Project ID# 07-521
Project Type Removal and replacement of bridge and approach railing, waterproofing, resurfacing and painting.

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: ____/____/____	☐ (01) General Construction	
Approximate Completion Date: ____/____/____	☐ (02) Heating/Ventilation	
	☐ (03) Electrical	
	☐ (04) Plumbing	
	☐ (05) Other : _____	

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

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

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

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, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

NEW LEGISLATION

Effective February 24, 2008

WORKER NOTIFICATION – [A9052](#) – [S6240](#)

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

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

THIS IS A **PUBLIC WORK PROJECT**

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

*Chapter 629
of the
Labor Laws
of 2007*

**These wages are set by law and
must be posted at the work site.**

They can also be found at

www.labor.state.ny.us

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

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

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

Contractor Name:

Project Location:



NEW LEGISLATION

Effective July 18, 2008

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

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

NOTE: *The OSHA 10 Legislation does not apply to projects advertised for bid prior to July 18, 2008 AND only applies to workers on a public work project that are required under Article 8 to receive the prevailing wage.*

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

Where to find OSHA 10-hour Construction Course

1. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

E-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

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

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

E-mail: crooksje@umdnj.edu

(732) 235-9455

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

Keene State College

Manchester, NH

Leslie Singleton

E-mail: lsingletin@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_oshacfm

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

www.OutreachTrainers.org

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

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

Requirements for OSHA 10 Compliance

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

The advertised specifications for every contract for public work of \$250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors 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;
- 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 course is not sufficient proof that the course has been completed.

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

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker	1:1,1:3
Mason	1:1,1:4
Carpenter	1:1,1:4
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3

Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:4
Iron Worker	1:1,1:6
Laborer	1:1,1:3
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

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

Westchester County General Construction

Asbestos Worker

03/01/2009

JOB DESCRIPTION Asbestos Worker

DISTRICT 9

ENTIRE COUNTIES

Westchester

WAGES

Per hour

07/01/2007

Asbestos Worker:

Removal & Hazardous

Abatement Only

\$ 29.05

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

SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman

\$ 15.65

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

*Code Q applies to 4,6,& 25

**Code T applies to 2

9-201W

Boilermaker

03/01/2009

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:

07/01/2008

01/01/2009

12/31/2008

06/30/2009

Boilermaker

\$ 44.98

\$ 45.89

Repairs & Renovation

\$ 44.98

\$ 45.89

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2008

01/01/2009

12/31/2008

06/30/2009

BoilerMaker

48% of Hourly

48% of Hourly

Wage Paid +

Wage Paid +

\$ 8.09

\$ 8.33

Repairs & Renovation*

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

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

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

NOTE: *Employee must work in pay week to receive Holiday Pay.

**Boilermaker gets 4 times the hourly wage rate for working on Labor Day.

***Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1/2) Year Terms at the following percentage of Boilermaker's Wage

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

Supplemental Benefits Per Hour:

	07/01/2008 12/31/2008	01/01/2009 06/30/2009
Boilermaker Apprentice(s)	48% of Hourly Wage Paid + \$ 8.09	48% of Hourly Wage Paid + \$ 8.33
Repairs & Renovation* Apprentice(s)	\$48% of Hourly Wage Paid + \$ 8.09	

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

*Includes replacement of parts and repairs & renovation of an existing unit.

4-5

Carpenter

03/01/2009

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, SlateHill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

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

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

WAGES

Per hour: 07/01/2008

Core Drilling:

Driller	\$ 29.56
Assistant Driller	24.59

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:

Driller	\$ 10.36
Assistant	10.36

OVERTIME PAY

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:

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

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

** See (8,10,11,13) on HOLIDAY PAGE.

Assistant: One (1) year increments at the following percentage of Assistant wages. This is not an apprenticeship for Driller.

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

Carpenter	03/01/2009
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JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2008

Timberman \$ 39.50

SUPPLEMENTAL BENEFITS

Per hour paid:

Timberman \$ 38.14

OVERTIME PAY

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

HOLIDAY

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

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

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

REGISTERED APPRENTICES

Wages per hour:

(1) year terms:

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

Supplemental benefits per hour:

Apprentices \$ 25.14

9-1536

Carpenter	03/01/2009
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JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2008

Building
Millwright \$ 43.69

SUPPLEMENTAL BENEFITS

Per hour paid:

Millwright \$ 42.35

OVERTIME PAY

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

HOLIDAY

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

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

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

REGISTERED APPRENTICES

Wages per hour:

(1) year terms:

1st.	2nd.	3rd.	4th.
\$24.02	\$28.39	\$32.76	\$41.50

Supplemental benefits per hour:

(1) year terms:

1st.	2nd.	3rd.	4th.
\$25.32	\$28.07	\$31.82	\$36.36

9-740.1

Carpenter

03/01/2009

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2008

Marine Construction:

Marine Diver	\$ 54.63
M.D.Tender	39.18

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 38.14

OVERTIME PAY

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

HOLIDAY

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

Paid: for 1st & 2nd yr.

Apprentices See (5,6,10,11,13,16,18,19)

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

REGISTERED APPRENTICES

Wager per hour:

(1) year terms:

1st	2nd	3rd	4th
\$17.23	\$21.54	\$28.00	\$34.46

Supplemental benefits per hour:

Apprentices \$ 25.11

9-1456MC

Carpenter

03/01/2009

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2008

Carpet/Resilient
Floor Coverer

\$ 43.02

SUPPLEMENTAL BENEFITS

Per hour paid:

Floor Coverer \$ 36.04

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.
\$17.21	\$21.51	\$27.96	\$34.42

Supplemental benefits per hour:

Apprentices \$ 24.26

9-2287

Carpenter

03/01/2009

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2008

Piledriver
Dockbuilder

\$ 43.08

\$ 43.08

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 36.04

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

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

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

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

REGISTERED APPRENTICES

Wages per hour:

(1)year terms:

1st.	2nd.	3rd.	4th.
\$17.23	\$21.54	\$28.00	\$34.46

Supplemental benefits per hour:

Apprentices \$ 23.10

9-1456

Carpenter - Building / Heavy&Highway

03/01/2009

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Rockland, Westchester

WAGES

WAGES:(per hour)

07/01/2008

07/01/2009

BUILDING:

Carpenter \$ 38.77

Carpenter Concrete Forms 38.77

plus \$ 2.52
distribution to
be determined

HEAVY/HIGHWAY:

Carpenter \$ 38.77

SUPPLEMENTAL BENEFITS

(per hour worked)

BUILDING AND HEAVY/HIGHWAY:

Journeymen	\$ 24.10
Apprentices	
1st term	9.25
2nd term	12.05
3rd term	17.50
4th term	20.45

OVERTIME PAY

BUILDING:

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

*NOTE: Benefits paid at double time rate for Sundays &
Holidays when worked. All other overtime benefits
paid at straight time rate.

HEAVY/HIGHWAY:

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

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE.

HEAVY/HIGHWAY:

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE.

Overtime: See (5*, 6*, 16**, 25**) on HOLIDAY PAGE.

*NOTE: For Holidays 5 and 6 code T applies, with
benefits at straight time rate.

**NOTE: For Holidays 16 and 25 code Q applies, with
benefits at straight time rate.

REGISTERED APPRENTICES

(1)year terms at the following wages.

BUILDING-HEAVY/HIGHWAY:

1st	2nd	3rd	4th
\$ 18.43	\$ 21.53	\$ 26.99	\$ 30.46

Electrician	03/01/2009
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JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

Per hour:

	07/01/2008	05/07/2009
Electrician	\$ 44.75*	\$ 45.75*
A-Technician	44.75	\$ 45.75

* Note: All maintenance (TEMPORARY WORK ONLY) of feeders, sub-feeders and wiring of electrical equipment for HEATING OF BUILDINGS shall be paid for at 80% of the regular hourly rate for the first 40 hours. After 40 hours they shall be paid time and one-half.

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.

NOTE: The following rates will apply on all CONTRACTING AGENCY MANDATED SHIFTS for at least five (5) days duration worked between the hours listed below:

	07/01/2008	05/07/2009
1st Shift - 8:00am to 4:30pm	\$ 44.75	\$ 45.75
2nd Shift - 4:30pm to 12:30am	50.17	\$ 53.69
3rd Shift - 12:30am to 8:00am	56.18	\$ 60.13

SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2008	05/07/2009
Journeyman	\$ 30.51	\$ 33.18

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, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1)year terms at the following rates:

	07/01/2008	05/07/2009
1st term	\$ 13.75	\$ 13.75
2nd term	16.55	16.55
3rd term	18.65	18.65
4th term	20.60	20.60

NOTE: The following rates will apply on all CONTRACTING AGENCY MANDATED SHIFTS for at least five (5) days duration worked between the hours listed below:

	07/01/2008
1st Term Apprentice	
1st Shift - 8:00am to 4:30pm	\$ 13.75
2nd Shift - 4:30pm to 12:30am	16.14
3rd Shift - 12:30am to 8:00am	18.07

2nd Term Apprentice	07/01/2008
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1st Shift - 8:00am to 4:30pm	\$ 16.55
2nd Shift - 4:30pm to 12:30am	19.42
3rd Shift - 12:30am to 8:00am	21.75

3rd Term Apprentice 07/01/2008

1st Shift - 8:00am to 4:30pm	\$ 18.65
2nd Shift - 4:30pm to 12:30am	21.89
3rd Shift - 12:30am to 8:00am	24.51

4th Term Apprentice 07/01/2008

1st Shift - 8:00am to 4:30pm	\$ 20.60
2nd Shift - 4:30pm to 12:30am	25.27
3rd Shift - 12:30am to 8:00am	27.07

Supplemental Benefits per hour worked:

	07/01/2008	05/07/2009
1st term	\$ 8.12	\$ 8.60
2nd term	11.29	11.86
3rd term	12.49	13.14
4th term	13.60	14.32

8-3/W

Electrician	03/01/2009
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JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour Paid: 07/01/2008

Service Technician \$ 27.50

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:

Journeyman: \$ 38.72% of wage
+ \$12.00 per day

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

A night shift may be provided with a minimum of five (5) days work on the night shift, Monday through Friday.

The shift is based upon a 10% differential between the hours of 4:00 P.M. to 12:30 A.M. and a 15% differential for the hours of 12:00 A.M to 8:30 A.M

HOLIDAY

Paid: See (5, 6, 11, 12, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 12, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

9-3H

Electrician	03/01/2009
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JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

(per hour)

	07/01/2008	05/07/2009
Electrician	\$ 25.30	\$ 25.30
H - Telephone	\$ 25.30	\$ 25.30

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

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

Jobbing - Jobbing and jobs of up to \$15,000.00 (total contract cost using "M" rate).

SUPPLEMENTAL BENEFITS

(per hour worked)

	07/01/2008	05/07/2009
Journeyman	\$ 10.70	\$ 11.59

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, 12, 16, 25) on HOLIDAY PAGE

8-3m

Elevator Constructor

03/01/2009

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES

Columbia: Only the Townships of Ancram, Clermont, Copake, Gallatin, Germantown, Livingston and Taghkanic.

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Greene: The Townships of Ashland, Catskill, Halcott, Hunter, Jewett, Lexington, Rattsville & Windham

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	07/01/2008	01/01/2009 Additional
Mechanic	\$ 45.485	\$ 3.00
Helper	70% of Mechanic Wage Rate	

SUPPLEMENTAL BENEFITS

Per hour worked

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

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

Supplemental Benefits per hour worked

Apprentices	\$ 16.285
	+6%
	of wage

1-138

Elevator Constructor

03/01/2009

JOB DESCRIPTION Elevator Constructor

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

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

WAGES

Per hour: 07/01/2008

Elevator Constructor \$ 48.19

Elevator Constructor
Modern. & Service \$ 38.46

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2008

Elevator Constructor \$ 21.82

Modern./Service \$ 21.67

OVERTIME PAY

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

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

When a service contract requires two 8-hour shifts, Mon-Sat, worker assigned to each of the double shifts shall work 8 hours per day, 6 days per week for a total of 48 hours. Worker shall be paid for 52 hours at single rate. Any worker who works less than 48 hours shall have his premium prorated.

HOLIDAY

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

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

REGISTERED APPRENTICES

WAGES: Per Hour 07/01/2008

One (1) year terms at the following rate

Elevator Constructor

1st Term	\$ 21.66
2nd Term	\$ 26.51
3rd Term	\$ 31.32
4th Term	\$ 36.14

Modern./Service

1st Term	\$ 21.15
2nd Term	\$ 21.66
3rd Term	\$ 25.00
4th Term	\$ 28.85

Supplemental Benefits per hour paid:

One (1) year term at the following dollar amount

Elevator Constructor:

1st Term	\$ 18.18
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2nd Term	\$ 18.55
3rd Term	\$ 19.28
4th Term	\$ 20.01

Modern/ & Service:

1st Term	\$ 18.11
2nd Term	\$ 18.47
3rd Term	\$ 19.20
4th Term	\$ 19.91

9-1

Glazier	03/01/2009
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JOB DESCRIPTION Glazier

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2008- 04/30/2009	05/01/2009
Glazier	\$ 45.05	Additional \$ 3.40/hour
Scaffolding	\$ 46.05	Additional \$ 3.40/hour
Repair & Maintenance:		
Glazier	\$ 25.85	Additional \$ 1.25/hour

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

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman....	\$ 22.84
Glazier	
Repair & Maintenance**:	\$ 12.79

OVERTIME PAY

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

* Denotes if an optional 8th hour is required same will be at the regular rate of pay. If 9th hour is worked then both hours or more (8th and 9th or more) will be at the double time rate of pay.

** For Repair & Maintenance see (B,F, P) on overtime page.

HOLIDAY

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

The Following are paid holidays for the Repair & Maintenance Class:

New Years day, Presidents day, Memorial day, Independents day, Labor day, Thanksgiving day, Day after Thanksgiving, and Christmas day.

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates.

1st term...	\$ 15.25	40% of Journeymans wage
2nd term...	\$ 22.55	50% "" "" ""
3rd term...	\$ 28.25	60% "" "" ""
4th term...	\$ 36.05	80% "" "" ""

Supplemental Benefits:

(Per hour worked)

1st term....	\$ 10.57
2nd term....	\$ 15.71
3rd term....	\$ 17.13
4th term....	\$ 19.99

9-1281 (DC9 NYC)

Insulator - Heat & Frost

03/01/2009

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour: 07/01/2008 06/01/2009

Asbestos Worker \$ 43.76 add \$2.64

Fire Stop Work*
Asbestos Worker \$ 29.02 add \$1.73

* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

On government mandated shift work of 3 days or more between Monday - Friday, the 2nd shift works 7 1/2 hrs and 3rd shift 7hrs and which shall account for a full 8hr day.

In addition if the first eight 8hrs start between 10:00am and 5:00am then the wage must include and addition 20%. All hours in excess of 8hrs shall be paid at time and one half.

On the last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

SUPPLEMENTAL BENEFITS

(per hour paid)

Journeyman \$ 22.83

Fire Stop Work:
Journeyman \$ 15.00

OVERTIME PAY

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

HOLIDAY

HOLIDAY:

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's rate.

1st	2nd	3rd	4th
\$ 26.91	\$ 29.02	\$ 29.48	\$ 35.34

Supplemental Benefits paid per hour paid:

Apprentices:

1st term	\$ 13.89
2nd term	15.00
3rd term	16.12
4th term	18.35

Ironworker

03/01/2009

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Wages: (Per Hour)

07/01/2008

Structural.....	\$ 38.65
Riggers.....	\$ 38.65
Machinery Movers.....	\$ 38.65
Machinery Erectors.....	\$ 38.65

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyman..	\$ 51.00
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OVERTIME PAY

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

* Time and one-half shall be paid for all work in excess of (8) eight hours at the end of a work day to a maximum of two hours on any regular work day (the ninth (9th) and tenth (10th) hours of work)and double time shall be paid for all work thereafter.

** Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

HOLIDAY

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

REGISTERED APPRENTICES

Wages:
(Per Hour)

Six (6) month terms at the following wage rate.

1st	2nd	3rd	4th	5th	6th
\$20.42	21.02	21.02	21.62	21.62	21.62

Supplemental Benefits:
(Per Hour)

\$ 36.00*

* Applies to all Apprentices.

9-40/361-Str

Ironworker

03/01/2009

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Southern Section

WAGES

Per hour:

07/01/2008

Reinforcing & Metal Lathing...	\$ 45.57
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Shift Work:
Off-hour shifts must begin after 3:30pm, and end before 7:00am

Wage: \$ 57.57

SUPPLEMENTAL BENEFITS

Per hour paid:
Journeyman \$ 30.96*

* Only \$19.50 of the total Supplemental Benefits Amount subject to time one half or double time as per overtime code "V").

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

1st	2nd	3rd
\$ 26.90	\$ 30.97	\$ 35.50

Supplemental Benefits per hour paid:

1st	2nd	3rd
\$ 23.33	\$ 24.88	\$ 25.93

9-46Reinf

Ironworker

03/01/2009

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2008

Ornamental	\$ 39.15
Chain Link Fence	\$ 39.15
Guide Rail Installation	\$ 39.15

Shift Work: Minimum duration of 5 days.

Monday thru Friday:

When two or three shifts are employed, each shift shall work 7 hour days and be paid for 10 1/2 hours. Shifts not completing the full 7 hours shall be paid 1 1/2 times the straight-time rate for the hours worked.

Saturday, Sunday, Holidays:

When two or three shifts are employed, each shift shall work 7 hour days and be paid for 15 3/4 hours. Shifts not completing the full 7 hours shall be paid 2 1/4 times the straight-time rate for the hours worked.

SUPPLEMENTAL BENEFITS

Per hour paid:

07/01/2008

Journeyman: \$ 38.32

OVERTIME PAY

OVERTIME: See (A*,D1,E**,Q,V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two (2) hours on any regular work day (8th & 9th hours of work) and double time shall be paid for all work thereafter.

**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

1st term represents first 1-4 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage.

APPRENTICES:

1st	2nd	3rd	4th	5th	6th
60%	65%	70%	80%	85%	95%

Supplemental Benefits per hour paid:

07/01/2008

1st Term	\$ 23.92
2nd Term	\$ 25.72
3rd Term	\$ 27.52
4th Term	\$ 31.12
5th Term	\$ 32.92
6th Term	\$ 36.52

9-580-Or

Ironworker

03/01/2009

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2008

Derrickman/Rigger \$ 48.00

SUPPLEMENTAL BENEFITS

Journeyman \$ 27.38

OVERTIME PAY

OVERTIME See (A*,D1,E**,Q,V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two hours on any regular work day (the eighth (8th) and ninth (9) hours of work) and double time shall be paid for all work thereafter.

**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 10) on HOLIDAY PAGE

HOLIDAY:

Paid:.....See (1) on HOLIDAY PAGE.

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

*No work shall be performed on this day, except in cases of emergency.

Such work shall be done at double time rate of pay.

**Double time rate of pay.

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

REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental benefits per hour paid:

Registered Apprentice	
1st year	50% of journeyman's rate
All others	75% of journeyman's rate

9-197D/R

Laborer - Building	03/01/2009
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JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

	07/01/2008	05/01/2009 Additional
Laborer	\$ 32.25	\$2.20
Laborer-Asbestos & Hazardous Materials Removal	\$ 32.90	\$2.20

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 worked)

Journeyman	\$ 16.75
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OVERTIME PAY

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

*Note: For Sundays and Holidays worked benefits are at the same premium as wages.

Government Mandated Shiftwork... 2nd shift work 8hrs paid \$9.00
 3rd shift work 8hrs paid 10.00

HOLIDAY

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

REGISTERED APPRENTICES

(Hourly) terms at the following wage.

0-1000	1001-2000	2001-3000	3001-4000	4001
\$ 18.50	\$ 21.85	\$ 25.00	\$ 29.35	\$ 32.25

Supplemental Benefits per hour worked:

Apprentices	
Level A	\$8.00
Level B	10.25
Level C	11.78
Level D	12.25
Level E	16.75

8-235/B

Laborer - Heavy&Highway	03/01/2009
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JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

GROUP # 1: Blaster and Quarry Master, Gas Mechanic.

GROUP # 2: Burner, Drillers (jumbo, joy, wagon, air track, hydraulic), Curbs/ Asphalt Screedman/Raker.

GROUP # 3: 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.

GROUP # 4: Concrete Laborers, Asph. Worker, Rock Scaler, Vibrator Oper., Bit Grinder, Air Tamper, Pumps, Epoxy/Waterproofer, Barco Rammer, Steel King, Concrete Grinder, Guide Rail-digging holes and placing concrete and demolition when not to be replaced, distribution of materials and tightening of bolts.

GROUP # 5: Drillers Helpers, Common Laborer, Trade Tenders, Signal Person, Pit Person, Truck Spotter, Powder Person, Landscape/Nursery Person, Dump Person, Temp. Heat.

GROUP # 6A: Asbestos/Toxic Waste Laborer-All removal (Roads, Tunnels, Landfills, etc.)

GROUP # 7: Blaster (WRECKING)

WAGES: (per hour)

07/01/2008
to 03/31/2009

GROUP I	\$ 32.45
GROUP II	31.10
GROUP III	30.70
GROUP IV	30.35
GROUP V	30.00
GROUP VIA	32.00
GROUP VII	32.55
Bar Person, Burner	31.15
Bar Person Helper	30.95
Flagperson	23.65

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 not include the 15% per hour differential.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman:

First 40 Hours	
Per Hour Paid	\$ 16.20
Over 40 Hours	
Per Hour Worked	11.60

OVERTIME PAY

See (B, E, K, P) on OVERTIME PAGE

HOLIDAY

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

Overtime: For Holiday codes 5 & 6, code K applies.

For Holiday codes 7, 8, 11, & 12, straight time for hours worked.

REGISTERED APPRENTICES

Hourly terms at the following percentage of Group V wages.

1-499	500-1000	1001-2000	2001-3000	3001-4000
55%	55%	65%	75%	85%

Supplemental Benefits per hour worked:

Apprentice

1st term	None
2nd term	\$ 2.85
3rd term	3.85

4th term	4.85
5th term	5.60

8-60H/H

Laborer - Tunnel**03/01/2009**

JOB DESCRIPTION Laborer - Tunnel**DISTRICT** 8**ENTIRE COUNTIES**

Putnam, Westchester

WAGES

FREE AIR

GROUP 1: Blaster

GROUP 2: Concrete Setters and Form Setters.

GROUP 3: Miners, Drill Runners, Air Tuggers & Chippers, Pneumatic Tools & Source of Airpower, Pumps & their Operation, Vibrator Operator.

GROUP 4: Puddlers.

GROUP 5: Chuck Tenders, Nippers, Concrete Laborers, Tunnel, Sewer & Water Pipe Reliners, Boring.

GROUP 6: Laborers.

GROUP 7: Powder Carriers, Signalmen.

GROUP 8: Brakemen.

GROUP 9: Outside Laborers.

GROUP 10: Powder Watchmen.

WAGES:(per hour)

	07/01/2008
	to 03/31/2009

GROUP 1	\$37.12
GROUP 2	35.87
GROUP 3	35.37
GROUP 4	34.87
GROUP 5	34.62
GROUP 6	34.22
GROUP 7	34.02
GROUP 8	33.87
GROUP 9	33.72
GROUP 10	33.62

SHIFT PAY: Employees working on a second and third shift shall be paid an additional \$3.00 per hour. Premium pay shall not include the \$3.00 per hour differential. The shift premium will be paid on Public Work contracts when mandated by the NYSDOT or other Governmental Agency contracts. The shift premium will be paid on all other projects.

SUPPLEMENTAL BENEFITS

(per hour)

Journeyman:

First 40 Hours

Per Hour Paid \$ 16.20

Over 40 Hours-

Per Hour Worked 11.60

OVERTIME PAY

See (B, E, K, P) on OVERTIME PAGE

HOLIDAY

HOLIDAY:

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

Overtime: For Holiday codes 5 & 6, code K applies.

For Holiday codes 7,8,11, & 12, straight time for hours worked.

REGISTERED APPRENTICES

Hourly terms at the following percentage of Group 5 wages.

1-499	500-1000	1001-2000	2001-3000	3001-4000
55%	55%	65%	75%	85%

Supplemental Benefits per hour:

Apprentice:

1st term	none
2nd term	\$ 2.85
3rd term	3.85
4th term	4.85
5th term	5.60

8-60Tun

Lineman Electrician

03/01/2009

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

Includes Teledata Work performed within (10 feet) of high voltage (600 volts or over) transmission lines.

Per hour:	07/01/2008	05/04/2009
Lineman/Tech/Welder	\$42.19	\$44.30
Cable splicer Pipe Type	46.41	48.73
Digging Machine Operator	37.97	39.87
Certified welder Pipe type	44.30	46.52
Tractor trailer driver	35.86	37.66
Groundman Truck Driver	33.75	35.44
Mechanic 1st Class	33.75	35.44
Flagman	25.31	26.58

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

Above 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 under ground 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.

SUPPLEMENTAL BENEFITS

Per hour Worked:

\$12.00	12.25
*plus 7% of	*plus 7% of
hourly wage paid	hourly wage paid

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

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

HOLIDAY

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

REGISTERED APPRENTICES

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

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

6-1249aWest

Lineman Electrician - Teledata

03/01/2009

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

FOR WORK OUTSIDE BUILDING PROPERTY LINES.

07/01/2008

Cable Splicer	\$ 24.85
Installer/Repairman	23.60
Teledata Lineman	23.60
Technician/Equip Oper	23.60
Groundman	12.51

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

SUPPLEMENTAL BENEFITS

Per hour worked:

\$4.43
*plus 3% of hourly
wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting

03/01/2009

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

Per hour:

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

07/01/2008

05/04/2009

Certified welder	\$ 43.38	\$ 45.34
Lineman/Technician	41.31	43.18
Digging Machine	37.18	38.86
Tractor trailer driver	35.11	36.70
Groundman Truck driver	33.05	34.54
Mechanic 1st Class	33.05	34.54
Flagman	24.79	25.91

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

\$ 12.00	\$ 12.25
*plus 6.5% of hourly wage paid	*plus 6.5% of hourly wage paid

*NOTE: The 6.5% is based on the hourly wage paid, straight time rate or premium rate.
Supplements paid at STRAIGHT TIME for holidays.

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. NOTE* Double time for Emergency Work designated by the Dept of Jurisdiction.

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

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

HOLIDAY

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

REGISTERED APPRENTICES

(1000) hour terms at the following percentage of Journeyman Lineman/Technician wage.

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

Supplemental Benefits: Same as Journeyman/Technician.

6-1249aWestLT

Mason - Building

03/01/2009

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2008 12/01/2008

Building:

Tile Finisher \$ 36.77 \$ 37.68

SUPPLEMENTAL BENEFITS

Journeyman \$ 20.65 \$ 21.40

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 10, 11, 15, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:
(per hour paid)

(750 hour) terms at the following percentages of journeyman's wage.

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

Supplemental Benefits:
(per hour paid)

(750) hour terms at the following percentages of journeyman's wage:

Apprentices.

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

9-7/88-tf

Mason - Building

03/01/2009

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Westchester

PARTIAL COUNTIES

Bronx: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
Kings: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
New York: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
Queens: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.
Richmond: Entire 5 Boroughs EXCEPT for projects that fall within a fifty-mile radius of Columbus Circle in New York City.

WAGES

Wages:	07/01/2008	01/01/2009
Building:		
Marble Cutters&Setters	\$ 49.63	\$ 50.53

SUPPLEMENTAL BENEFITS

Journeyman:	\$ 23.80	\$ 24.40
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OVERTIME PAY

See (B, O, V) on OVERTIME PAGE

HOLIDAY

Paid: See (*5, 6, 8, 11, 15) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15) on HOLIDAY PAGE

* Journeymen receive 1/2 days pay for Labor Day. Apprentices 1st three terms See (5, 6, 8, 11, 15) on HOLIDAY PAGE, plus any day following a Thursday or Sunday Holiday. All others See (1) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following percentage of journeyman's wage.

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

Supplemental Benefits per hour paid:

750 hour terms at the following dollar amount:

Apprentice:	\$ 7.95 + term wage % of
	\$ 9.85

9-7/4

Mason - Building

03/01/2009

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2008	01/01/2009
Building:Marble Restoration		
Marble, Stone, etc		
& Polisher	\$ 36.36	\$ 36.26
Marble, Stone, etc		
Finishers	\$ 18.91	\$ 18.94

SUPPLEMENTAL BENEFITS

Journeyman:	07/01/2008	01/01/2009
Polisher	\$19.20	\$19.80
Finisher	\$ 9.50	\$10.47

OVERTIME PAY

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

HOLIDAY

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

* Journeymen receive 1/2 days pay for Labor Day. Cleaner, Maintenance and 1ST three terms of Apprentices see (5, 6, 11, 15) on HOLIDAY PAGE. All others See (1) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages:
(per hour worked)

Polisher:

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

Term:	1st	2nd	3rd	4th
Hours:	1-900	901-1800	1801-2700	2701-3600
	70%	80%	90%	100%

Finisher:

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

Term:	1st	2nd	3rd	4th	5th	6th	7th
Hours:	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250
	70%	74%	78%	82%	88%	96%	100%

Supplemental Benefits:

(per hour worked)

Polisher:	07/01/2008	01/01/2009
	Term wage % of \$6.50 plus \$12.70	Term wage % of \$6.50 plus \$13.30

Finisher:	\$ 9.50	\$ 10.47
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9-7/24

Mason - Building	03/01/2009
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JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2008	12/01/2008
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Building:

Tile Setters	\$ 45.32	\$ 46.83
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Shift Work:

12:01am Monday-12:00midnight Friday	\$ 56.65	\$ 58.53
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12:01am Saturday-12:midnight Saturday	\$ 67.98	\$ 70.24
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12:01am Sunday-12:00midnight Sunday	\$ 90.64	\$ 93.66
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SUPPLEMENTAL BENEFITS

Journeyman:	\$ 24.15	\$ 24.65
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OVERTIME PAY

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

*Applicable to Shift Work ONLY

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 10, 11, 15, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(750 hr) terms at the following wage rates.

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
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Hours:	1- 750	751- 1500	1501- 2250	2251- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750
Wages:	\$22.73	25.18	29.93	32.26	34.72	39.47	41.82	44.10	45.32
Supplemental Benefits per hour paid:									
Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
Hours:	1- 750	751- 1500	1501- 2250	2251- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750
Supps.	\$12.00	13.03	15.23	16.37	17.38	19.58	20.70	21.90	24.15

9-7/52

Mason - Building	03/01/2009
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JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building:	07/01/2008	01/01/2009
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Mosaic & Terrazzo Mechanic	\$41.72	\$ 42.14
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Mosaic & Terrazzo Finisher	\$40.26	\$ 40.65
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SUPPLEMENTAL BENEFITS

Journeyman:	\$28.26	\$ 29.26
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OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental benefits per hour paid:

(750 hour) terms at the following percentage of Terrazzo Mechanic's benefit.

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

9-7/3

Mason - Building	03/01/2009
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JOB DESCRIPTION Mason - Building

DISTRICT 1

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour

07/01/2008

06/01/2009

06/01/2010

Bricklayer	\$ 36.75	\$ 37.65	\$ 38.65
Cement Mason Bldg	36.75	37.65	38.65
Plasterer/Stone Mason	36.75	37.65	38.65
Pointer/Caulker	36.75	37.65	38.65

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 23.04	24.15	25.49
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OVERTIME PAY

OVERTIME:

Cement Mason See (D, E2, O) on OVERTIME PAGE.

All Others See (B, E, E2, Q) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

One Half Year 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 worked

1st & 2nd terms	\$ 11.52	12.075	12.745
All others	23.04	24.15	25.49

1-5wp-b

Mason - Building / Heavy&Highway

03/01/2009

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2008 01/01/2009

Marble-Finisher	\$ 40.75	\$ 41.30
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SUPPLEMENTAL BENEFITS

Journeyman	\$ 23.73	\$ 24.33
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OVERTIME PAY

See (C, O, V) on OVERTIME PAGE

HOLIDAY

Paid: See (*2) on HOLIDAY PAGE

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

* 1/2 Day for Labor Day.

REGISTERED APPRENTICES

Wages:

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

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

Supplemental Benefits:	07/01/2008	01/01/2009
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1st-6th terms	\$13.90 + term wage % of \$9.83	\$14.50 + term wage % of \$9.83
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7th and 8th terms	\$23.73	\$24.33	9-7/20-MR
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Mason - Heavy&Highway	03/01/2009
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JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour

	07/01/2008	06/01/2009	06/01/2010
Bricklayer	\$ 37.25	\$ 38.15	\$ 39.15
Cement Mason	37.25	38.15	39.15
Marble/Stone Mason	37.25	38.15	39.15
Plasterer	37.25	38.18	39.15
Pointer/Caulker	37.25	38.15	39.15

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 23.04	24.15	25.49
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OVERTIME PAY

See (B, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

1st and 2nd terms	\$ 11.52	12.075	12.745
All others	23.04	24.15	25.49

1-5WP-H/H

Operating Engineer - Building	03/01/2009
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JOB DESCRIPTION Operating Engineer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: (*NOTE: This description is in effect up to 08/31/2006). *South of a West/East line through Dutchess County starting at the Northern Boundary of the City of Poughkeepsie.

(**NOTE: This change takes effect on 09/01/2006)**The part of Dutchess (defined by the northern boundary line of City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44, and along Rt. 44 east to route 343, then along route 343 east to the northern boundary of Town of Dover Plains, and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut, and bordered on the west by the middle of the Hudson River).

WAGES

GROUP I: Cranes(All Types), Boom Trucks, Cherry Pickers(All Types), Clamshell Crane, Derrick(Stone-Stell), Dragline, Franki Pile Rig or similar Hydraulic Cranes, Pile Drivers(All Types).

*All Tower Cranes, all Climbing Cranes and all Cranes of 100 ton capacity or greater.

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, Maintenance Engineer, 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 Side Boom, Spreader (Asphalt Telephies (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), Pulse Meter, Push Button (Buzz Box), Elevator, Welder.

GROUP II-A: Bulldozer D6 and Under, Compactor Self-Propelled, Grader, Machines Pulling Sheep's Foot Roller, Roller 4 ton and over, Scrapers-20 yards Struck and Under, Vibratory Rollers, etc.

GROUP III-A: Asphalt Plant, Boiler (High Pressure), Concrete Mixing Plants, Concrete Pump, Fireman, Forklift, Forklift (Electric) Joy Drill or similar Tractor Drilling Machine, Loader-1 1/2 yards and under, Locomotive (All Sizes), Mixer Concrete-21E and over, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Quarry Master, Stone Crusher, Well Drilling Machine, Well Point System, Concrete Buggy, One Yard and Up Ride on Dumper, Benford or Similar, Bobcat.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine Regardless of Size, Compressor Plant, Ladder Hoist, Lighting Unit (Portable & Generator), Stud Machine, Welding Machine (Steel Erection & Excavation).

GROUP IV-A: Air Tractor Drill, Batch Plant, Bending Machine, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Farm Tractor (all types), Finishing Machine-Concrete, Material Hopper-sand stone-cement, Mixer-Concrete-Under 21E, Mulching Grass Spreader, Pump-Gypsum etc, Fine Grading Machine, Roller under 4 Ton Hepa Vac Clean Air Machine, Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump-air-steam, Tar Joint Machine, Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5), Fine Grading Machine, Roof Hoist (Tugger Hoist), Television Cameras for Water, Sewer, Gas etc. Pump-Plaster-Grout-Fireproofing.

GROUP IV-B: Compressor to 125 feet, Dust Collector, Heater all types, Pump, Pump Station (Water and Sewer), Steam Jenny, Sweeper, Chipper, Mulcher.

GROUP V-A: Concrete Saw, Oiler Fuel Truck, Oiler Grease Truck.

GROUP V-B: Mechanics Helper, Oiler, Stock Attendant, Paint Compressor, Welder's Helper, Motorized Roller (walk behind).

GROUP VI-A: Master Mechanic, Assistant Master Mechanic, Helicopter Hoist Operator, Helicopter Pilot, Helicopter Signal Man, Welder Certified.

GROUP VI-B: Utility Man, Warehouse Man, Second Engineer, Cable Splicer.

WAGES: (per hour)

07/01/2008

GROUP I	\$ 46.18
*Tower Cranes	52.32
GROUP I-A	40.25
GROUP I-B	37.02
GROUP II-A	38.81
GROUP III-A	37.34
GROUP III-B	35.49
GROUP IV-A	36.96
GROUP IV-B	31.05
GROUP V-A	35.49
GROUP V-B	33.57
GROUP VI-A	
Master Mechanic	42.32
Asst.Master Mechanic	36.00
Helicopter Hoist Oper	40.98
Helicopter Pilot	46.86
Helicopter Signal Man	36.51
Welder Certified	39.51
GROUP VI-B	
Utility Man	31.79
Warehouse Man	33.38
Second Engineer	33.45
Cable Splicer	36.70

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)

	07/01/2008
Journeyman	\$16.02 Per hour paid.
	+7.15 Per hour worked.

OVERTIME PAY

OVERTIME:..... See (D, O, U*, V) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:

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

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

* Note: For Holiday codes 5 & 6, code T applies.

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

8-137B

Operating Engineer - Heavy&Highway

03/01/2009

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

WAGES

NOTE: Also covers Feasibility and Preliminary Design surveying, Line and Grade surveying for Inspection or Supervision of Construction when performed under a Consulting Engineer Agreement.

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:	07/01/2007- 06/30/2008	07/01/2008
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Party Chief	\$ 49.91	Add \$ 3.40/Hr
Instrument Man	36.42	Add 2.76/Hr
Rodman	31.53	Add 2.53/Hr

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2007- 06/30/2008	07/01/2008
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All Catorgories	\$ 21.64	\$ 21.64
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OVERTIME PAY

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

* Doubletime paid on the 9th hour 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

03/01/2009

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: (*NOTE: This description is in effect up to 08/31/2006). *South of a West/East line through Dutchess County starting at the Northern Boundary of the City of Poughkeepsie.

(**NOTE: This change takes effect on 09/01/2006)**The part of Dutchess (defined by the northern boundary line of City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44, and along Rt. 44 east to route 343, then along route 343 east to the northern boundary of Town of Dover Plains, and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut, and bordered on the west by the middle of the Hudson River).

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck), Dragline, Rough Terrain Crane.

GROUP I-A: Auger, Auto Grader, Dynahoe and Dual purpose and similar machines, Barber Green Loader-Euclid Loader or similar type machine, boat captain, boring machine(all types), Bulldozer-All Sizes, Central Mix Plant Operator, Cherry Picker(Cableway)-Hydraulic, chipper (all types), close circuit t.v., Compactor with Blade, Concrete Portable Hoist, C.M.I. or Similar, Conway or Similar Mucking Machines, Gradall, Shovel Backhoe, etc. Grader, Derrick (Stone-Steel) Elevator & Cage, Front End Loaders over 1 1/2yds Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit, Hoist Engineer Concrete(Crane-Derrick-Mine Hoist), Hoist Engineer-Material, Hydraulic Boom, Letourneau or Tournapull (Scrapers over 20 yds struck), Mucking Machines, Overhead Crane, Paver (concrete) Pulsemeter, Push Button (Buss Box) Elevator, Road Mix Machines, Ross Carrier and similar, Shovels (Tunnels), SideBoom, Spreader (asphalt), Scoopmobile-Tractor-Shovel over 1 1/2 yards, Trenching Machines, Telephies-Vermeer Concrete Saw Trencher and/or Similar, Tractor type Demolition Equipment, Whirly,P-811 Track Renewal Machine-Similiar, certified Welder.

GROUP I-B: Road Paver-Asphalt.

GROUP II-A: Balast regulators, Compactor Self Propelled, Cow Tracks, Fusion Machine, Rail Anchor Machines, Scrapers-20 yds truck and under, Switchtampers, Vibrator Roller, etc., Roller 4 ton and over, Welder.

GROUP II-B: Mechanic-All Types.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker, Concrete Pump, Concrete Spreader, Curb Cutter Machine, Farm Tractor (All Types), Finishing Machine (Concrete) Fine Grading Machine, Fireman, Forklift, Forklift (Electric) John Henry drill or similar, Joy Drill or similar Tractor Drilling Machine, Loader 1 1/2 yards and under, Locomotive(All Sizes), Maintenance Engineer, Machine Pulling Sheep's Foot Roller, Material Hopper, Mixer Concrete-21E and over, Mulching Grass Spreader, Portable Plant, Portable Batch Plant, Portable Crusher, Powerhouse Plant, Quarry Master, Roller under 4 ton, Spreading and Fine Grading Machine, Steel Cutting Machine, Stone Crusher, Sweeper, Turbo JetBurner or Similar, Well Drilling Machine, Winch Truck, "A" Frame Truck.

GROUP IV-A: Service Man (Fuel Truck), Service Man (Grease Truck).

GROUP IV-B: Compressor-Compressor Plant-Paint Compressor-Steel Erection, ConveyorBelt Machine, Lighting Unit (Portable & Generator), Pilot/Assistant Engineer/2 seated, Pumps-Pump Station-Water-Sewer-Gypsum-Plaster, etc., Pump Truck(Sewer Jet or Similar), Roller-Motorized (Walk Behind), Welding Machine Steel Erection Excavation, Well Point System, Welder's Helper, Mechanic's Helper, Bending Machine, Dust Collector, Mixer Concrete under 21-E, Heater all types, Steam Jenny, Stock Room Attendant, Siphon Pump-Air-Steam, Tar Joint Machine, Vibrator (1 to 5), Compressor Truck mounted (2-6).

GROUP V-A: Master Mechanic, Master Mechanic Asst., Helicopter Hoist Operator, Engineer-All Tower Cranes-All Climbing Cranes and all cranes of 100 ton capacity or greater(3900 Manitowac or similar), Hoist Engineer(Steel), Engineer-Pile Driver, Welder-Certified, Helicopter Pilot, Helicopter Signalman, Jersey Spreader, Pavement Breaker(Air Ram), Post Hole Digger.

GROUP V-B: Concrete Saw, Oiler, Utility Man.

WAGES: (per hour)

	07/01/2008	03/02/09
Group I	\$ 45.54	\$ 47.76
Group I-A	40.13	42.14
Group I-B	41.58	43.64
Group II-A	38.43	40.36
Group II-B	39.64	41.42
Group III	37.75	39.66
Group IV-A	34.30	36.07
Group IV-B	29.43	31.01
Group V-A		
Master Mechanic/Asst	42.51	44.60
Helicopter Hoist Oper	41.17	43.22
Engineer All Tower,Climbing and Cranes of 100 Tons	51.61	54.07
Hoist Engineer(Steel)	46.03	48.27
Engineer(Pile Driver)	49.16	57.52
Helicopter Pilot	46.03	48.27
Helicopter Signalman	38.24	40.17
Jersey Spreader,Pavement Breaker. (Air Ram)Post Hole Digger	38.60	40.54
Group V-B		
Utility Man	28.01	29.52
Concrete Saw	32.05	33.73
Oiler	27.56	29.06

SHIFT DIFFERENTIAL: On all NYS D.O.T. and other Governmental mandated off-shift work, an additional 15% of wage on all hours and including overtime.

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. Operators of shovels with a capacity over (5) cubic yards shall be paid an additional \$.50 per hour over the rate listed in the Wage Schedule. Operators of loaders with a capacity over 4 cubic yards shall be paid an additional \$1.50 per hour.

SUPPLEMENTAL BENEFITS

(per hour)

07/01/2008

Journeyman: \$ 15.36 on all hours paid.

7.15 limited to 1st 40 hours worked.

OVERTIME PAY

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

HOLIDAY

HOLIDAY:

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

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

* Note: 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.

	07/01/2008	03/02/09
1st term	\$ 18.87	\$19.83
2nd term	22.65	23.79
3rd term	26.42	31.72
4th term	30.20	31.72

Supplemental Benefits per hour:

Apprentices: \$ 15.36 on all hours paid.
.70 per hour on all hours worked.

8-137HH

Operating Engineer - Heavy&Highway - Tunnel

03/01/2009

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: (*NOTE: This description is in effect up to 08/31/2006). *South of a West/East line through Dutchess County starting at the Northern Boundary of the City of Poughkeepsie.

(**NOTE: This change takes effect on 09/01/2006)**The part of Dutchess (defined by the northern boundary line of City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44, and along Rt. 44 east to route 343, then along route 343 east to the northern boundary of Town of Dover Plains, and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut, and bordered on the west by the middle of the Hudson River).

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler, Truck), Dragline, Rough Terrain Crane.

GROUP I-A: Auger, Auto Grader, Dynahoe & Dual purpose & similar machines, Barber Green Loader-Euclid Loader or similar type machine, Boat Captain, Boring Machine(all types), Bull Dozer-all types, Central Mix Plant Operator, Cherry Picker(Cableway or hydraulic), Chipper-all types, Close Circuit T.V., Compactor with Blade, Concrete Portable Hoist, C.M.I. or similar, Conway or similar Mucking Machine, Crane(Crawler or Truck) dragline, Gradall, Shovel Backhoe, etc. Grader, Derrick(Stone-Steel), Elevator & Cage(materials or passengers), Front End Loaders over 1 1/2 yards, Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit, Hoist Engineer-Concrete(Crane-Derrick-Mine Hoist), Hoist Engineer-Material, Hydraulic Boom, Letourneau or Tournapull(Scrapers over 20 yards struck), Log Skidder, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(concrete), Pulsemeter, Push Button(Buzz Box)Elevator, Raise Boring Machine, Road Mix Machines. Robot Hammer(Brock or similar), Ross Carrier and similar machines, Shovels(Tunnels), Side Boom, Slip Form Machine, Spreader(Asphalt), Scoopmobile-Tractor-Shovel over 1 1/2 yards, Trenching Machines, Telephies-Vermeer Concrete Saw Trencher and/or similar, Tractor type demolition equipment, Whirly.

GROUP I-B: Road Paver(Asphalt).

GROUP II-A: Balast Regulators, Compactor Self-propelled, Cow Tracks, Fusion Machine, Rail Anchor Machines, Roller 4 ton and over, Scrapers (20 yard struck and under), Switch Tampers, Vibratory Roller, etc., Welder.

GROUP II-B: Mechanic(outside) all types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker, Concrete Pump, Concrete Spreader, Curb Cutter Machine, Farm Tractor(all types), Finishing Machine(Concrete) Fine Grading Machine, Firemen, Forklift, Forklift(Electric), John Henry Drill or similar, Joy Drill or similar Tractor Drilling Machine, Loader 1 1/2 yards and under, Locomotive(all sizes), Maintenance Engineer, Machine Pulling Sheeps Foot Roller, Material Hopper, Mixer Concrete(21-E & over), Mulching Grass Spreader, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Powerhouse Plant, Quarry Master, Roller under 4 ton, Spreading and Fine Grading Machine, Steel Cutting Machine, Stone Crusher, Sweeper, Turbo Jet Burner or similar, Well Drilling Machine, Winch Truck "A" Frame.

GROUP IV-A: Service Man(Fuel Truck), Service Man(Grease Truck).

GROUP IV-B: Bending Machine, Compressor-Compressor Plant-Paint, Compressor-Steel Erection, Compressor Truck Mounted(2-6), Conveyor Belt Machine, Dust Collector, Heater(all types), Lighting Unit(portable & generator), Mixer Concrete under 21-E, Pilot/Assistant Engineer/2 seated, Pumps-Pump Station-Water-Sewer-Gypsum-Plaster, etc., Pump Truck(Sewer Jet or similar), Roller Motorized(Walk behind), Steam Jenny, Stock Room Attendant, Syphon Pump-Air-Stream, Tar Joint Machine, Vibrator(1 to 5), Welding Machine, Welders Helper.

GROUP V-A: Engineer(Pile Driver), Engineer(all Tower Cranes, all Climbing Cranes & all cranes of 100 ton capacity or greater), Helicopter Hoist Operator, Helicopter Pilot, Helicopter Signalmen, Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker(Air Ram), Master Mechanic, Asst. Master Mechanic, Post Hole Digger, Welder-Certified.

GROUP V-B: Concrete Saw, Oiler, Utility Man.

WAGES: (per hour)

03/01/2008

03/02/2009

03/01/2010

GROUP I

\$ 45.54

\$47.76

\$49.99

GROUP I-A	40.13	42.14	44.14
GROUP I-B	41.58	43.64	45.70
GROUP II-A	38.43	40.36	42.29
GROUP II-B	39.64	41.62	43.60
GROUP III	37.75	39.66	41.56
GROUP IV-A	34.30	36.07	37.83
GROUP IV-B	29.43	31.01	32.56
GROUP V-A			
Engineer-Pile Driver	49.16	51.52	53.90
Engineer-Cranes	51.61	54.07	56.55
Helicopter Pilot	46.03	48.27	50.52
Helicopter Signalman	38.24	40.17	42.09
Helicopter Hoist Opr	41.17	43.60	45.26
Hoist Engineer	46.03	48.27	50.52
Jersey Spreader, 38.60		40.54	42.47
Pavement Breaker(Air Ram),			
Post Hole Digger	38.60	40.54	42.47
Master Mechanic	42.51	44.60	46.70
Asst. Master Mechanic			
Welder-Certified	31.40		
GROUP V-B			
Concrete Saw	32.05	33.73	35.40
Oiler	27.56	29.06	30.54
Utility Man	28.01	29.52	31.02

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)

Journeyman:	03/03/2008	03/02/2009	03/01/2010	
	\$ 15.36	15.69	16.02	all hours paid.
	+ 7.15	7.35	7.65	1st 40 hours worked
	+ 0.70	.70	.70	for all hours worked.

OVERTIME PAY

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

HOLIDAY

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

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

* Note: 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 rates.

0/03/2008	03/02/2009	03/01/2010
1st year Apprentice 50% of above rate 18.87 per hr.	1st year Apprentice 50% of above rate 19.83 per hr.	1st year Apprentice 50% of above rate 20.78 per hr.
2nd year Apprentice 60% of above rate 22.65 per hr.	2nd year Apprentice 60% of above rate 23.79 per hr.	2nd year Apprentice 60% of above rate 24.93 per hr.
3rd year Apprentice 70% of above rate 26.42 per hr.	3rd year Apprentice 70% of above rate 27.76 per hr.	3rd year Apprentice 70% of above rate 29.09 per hr.
4th year Apprentice 80% of above rate	4th year Apprentice 80% of above rate	4th year Apprentice 80% of above rate

30.20 per hr.

31.72 per hr.

33.24 per hr.

Supplemental Benefits per hour:

Apprentices:

03/03/2008	03/02/2009	03/01/2010
\$ 15.36	15.69	16.02all hours paid.
+ 0.70	.70	.70 for all hours worked.

8-137Tun

Operating Engineer - Marine Construction

03/01/2009

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

DIPPER,CLAMSHELL DREDGES
& HYDRAULIC DREDGES

07/01/2008-
09/30/2008

10/01/2008

CLASS A

Operator, Leverman,
Lead Dredgeman

\$ 32.09

\$ 32.89

CLASS B

Spider/Spill Barge Operator,
Tug Operator(over1000hp),
OperatorII, Fill Placer,
Derrick Operator, Engineer,
Chief Mate, Electrician,
Chief Welder,
Maintenance Engineer

\$27.94

\$ 28.49

Certified Welder,
Boat Operator(licensed)

\$ 26.29

\$ 26.84

CLASS C

Drag Barge Operator,
Steward, Mate,
Assistant Fill Placer,
Welder (please add)

\$ 25.49

\$ 26.14

\$ 0.51

\$ 0.06

Boat Operator

\$ 24.79

\$ 25.29

CLASS D

Shoreman, Deckhand,
Rodman, Scowman, Cook,
Messman, Porter/Janitor
Oiler(please add)

\$ 20.64

\$ 21.09

\$ 0.09

\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2008- 09/30/2008	10/01/2008
All Classes A & B	\$ 7.80 plus 7% of straight time wage	\$ 8.05 plus 7% of straight time wage
(overtime hours add)	\$ 0.63	\$ 0.63
All Class C	\$ 7.50 plus 7% of straight time wage	\$ 7.75 plus 7% of straight time wage
(overtime hours add)	\$ 0.48	\$ 0.48
All Class D	\$ 7.20 plus 7% of straight time wage	\$ 7.45 plus 7% of straight time wage
(overtime hours add)	\$ 0.23	\$ 0.23

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

4-25a-MarConst

Operating Engineer - Trenchless Pipe Rehab

03/01/2009

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

	07/01/2008
DSET/DSSET Operator	\$ 31.50
Robotic Unit Operator	31.50
DDCC Injection Operator	31.50
Technician/Equipment Operator	27.00
AM Liner/Hydra Seal Installer	27.00
Hobas Pipe, Polyethylene Pipe or Pull and Inflate Liner Inst.	27.00

SUPPLEMENTAL BENEFITS

Per Hour Worked

All Classifications	\$ 11.34
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OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

At One Year Terms
(Per Hour)

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

Supplemental Benifit
(Per Hour Worked)
All Terms

\$ 11.34

4-138TrchPReh

Painter

03/01/2009

JOB DESCRIPTION Painter

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

(Per hour) 07/01/2008

Brush	\$ 35.00
Spray & Scaffold	38.00
Fire Escape	38.00
Decorator	38.00
Paperhanger/Wall Coverer	36.83

SUPPLEMENTAL BENEFITS

(per hour worked) 07/01/2008

Paperhanger	\$ 24.15
All others	20.94

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

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

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

Spplmental benefis:
(per Hour worked)

Appr 1st term...	\$ 9.82
Appr 2nd term...	12.32
Appr 3rd term...	14.74
Appr 4th term...	19.42

9-NYDC9-B/S

Painter - Heavy&Highway

03/01/2009

JOB DESCRIPTION Painter - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

(Per Hour Worked) 07/01/2008 10/01/2008

STEEL:

" Bridge Painting	\$ 44.00	\$ 45.25
" ** Power Tool/Spray	\$ 50.00	\$ 51.25

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

SUPPLEMENTAL BENEFITS

(PER WEEK) May 1st Through November 15th, with the exceptions of: First and last weeks of employment, and the weeks of: Memorial Day, Independence Day, and Labor Day, where benefits shall be paid for actual hours worked.

(PER HOUR WORKED) November 16th Through April 30th-Maximum of fifty (50) hours
Thereafter, hourly supplemental benefit rate shall be \$5.00 per hour.

Journeyman:

PER HOUR:	\$ 26.23	\$ 26.47
PER WEEK:	\$1,049.20	\$1,058.80

OVERTIME PAY

See (*A, **F, ***R) on OVERTIME PAGE

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

HOLIDAY

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

REGISTERED APPRENTICES

(wage per hour Worked):

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

Apprentices:	1st	2nd	3rd
07/01/2008	40%	60%	80%

Supplemental Benefits:

(1)year term at the following dollar amount:

Apprentices:	1st	2nd	3rd
07/01/2008	\$ 21.47	\$ 26.47	\$ 26.47

9-DC-9/806/155-BrSS

Painter - Line Striping

03/01/2009

JOB DESCRIPTION Painter - Line Striping

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2008
Striping-Machine Operator*	\$ 25.53
Linerman Thermoplastic	\$ 30.79

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

SUPPLEMENTAL BENEFITS

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

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE

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

9-8A/28A-LS

Painter - Metal Polisher

03/01/2009

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

07/01/2008

Metal Polisher

\$ 23.10*

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2008

Journeyman:

\$ 11.02

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

55% of Basic Polisher Rate

9-8A/28A-MP

Plumber

03/01/2009

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

Per hour:

07/01/2008

Plumber and

Steamfitter

\$ 45.71

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 24.91

OVERTIME PAY

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

* NOTE: Time and one half for the first 8 hours on Saturday. Additional hours on Saturday to be paid at double time.

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 \$ 16.60

2nd Term 19.31

3rd Term 22.24

4th Term	32.05
5th Term	34.45

Supplemental Benefits per hour:

Apprentices

1st term	\$ 10.73
2nd term	11.89
3rd term	14.84
4th term	18.18
5th term	19.18

8-21.1-ST

Plumber - HVAC / Service

03/01/2009

JOB DESCRIPTION Plumber - HVAC / Service

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2008

HVAC Service \$ 31.85

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 13.23 per hour paid
.68 per hour worked

OVERTIME PAY

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

Note: Time and one half for the first eight hours on Saturdays.

Additional hours on Saturday to be paid at double time.

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 yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 15.57	\$ 17.80	\$ 22.35	\$ 27.08	\$ 28.71

Supplemental Benefits per hour worked:

Apprentices

1st term	\$ 12.69 per hour paid plus 0.68 per hour worked
2nd term	\$ 12.76 per hour paid plus 0.68 per hour worked
3rd term	\$ 12.95 per hour paid plus 0.68 per hour worked
4th term	\$ 13.05 per hour paid plus 0.68 per hour worked
5th term	\$ 13.14 per hour paid plus 0.68 per hour worked

8-21.1-SF/Re/AC

Plumber - Jobbing & Alterations

03/01/2009

JOB DESCRIPTION Plumber - Jobbing & Alterations

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

Per hour:

07/01/2008

Journeyman:

\$ 35.26

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.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 19.03 per hour paid
2.29 per hour worked

OVERTIME PAY

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

Note: Time and one half for the first eight hours on Saturdays.

Additional hours on Saturday to be paid at double time.

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wages.

1st year	\$ 15.71
2nd year	17.40
3rd year	18.42
4th year	26.02
5th year	27.42

Supplemental Benefits per hour:

Apprentices

1st year	\$ 5.93 per hour paid .43 per hour worked
2nd year	6.82 per hour paid .79 per hour worked
3rd year	9.89 per hour paid .89 per hour worked
4th year	13.00 per hour paid 1.23 per hour worked
5th year	13.95 per hour paid 1.60 per hour worked

8-21.3-J&A

Roofer

03/01/2009

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2008

Roofer/Waterproofer

\$ 37.50

Shift Work:

2nd Shift

\$ 41.25

3rd Shift \$ 43.12

SUPPLEMENTAL BENEFITS

Journeyman \$ 25.34

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits:

Per hour paid at the following term percentage of Journeyman's.

Apprentice:

1st	2nd	3rd	4th
\$3.24	\$12.95	\$15.42	\$19.16

9-8R

Sheetmetal Worker

03/01/2009

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2008-07/15/2008 07/16/2008

SIGN ERECTOR \$36.80 \$38.25

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

SUPPLEMENTAL BENEFITS

PER HOUR 07/01/2008-07/15/2008 07/16/2008

\$23.59 25.20

OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 12, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour: 07/01/2008

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

1st	2nd	3rd	4th	5th
35%	40%	45%	50%	55%
6th	7th	8th	9th	10th
60%	65%	70%	75%	80%

Supplemental Benefits per hour paid:

Half (1/2) year terms at the following dollar amount

	07/01/2008- 07/15/2008	07/16/2008
1st	\$6.77	\$7.21
2nd	\$7.67	\$8.17
3rd	\$8.58	\$9.14
4th	\$9.47	\$10.10
5th	\$12.79	\$13.58
6th	\$14.66	\$15.41
7th	\$15.84	\$16.65
8th	\$17.04	\$17.92
9th	\$18.65	\$19.59
10th	\$20.19	\$21.19

9-137-SE

Sheetmetal Worker	03/01/2009
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JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

	07/01/2008
SheetMetal Worker	\$ 38.08

SUPPLEMENTAL BENEFITS

Journeyman	\$ 26.91
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OVERTIME PAY

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

*Note: For Sundays or Holidays worked, HOURLY WAGE is double the total of the hourly wage plus the hourly benefit paid all in wages. (Benefits are included in the wages).

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 13, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1/2) year terms at the following wages.

1st	2nd	3rd	4th	5th	6th	7th	8th
\$13.97	\$ 15.79	\$ 17.58	\$ 19.38	\$ 21.02	\$ 22.80	\$ 26.52	\$ 28.46

Supplemental Benefits per hour:

Apprentices

1st term	\$ 12.03
2nd term	13.46
3rd term	14.92
4th term	16.36
5th term	17.97
6th term	19.44
7th term	18.97
8th term	20.28

8-38

Sprinkler Fitter	03/01/2009
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JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour	07/01/2008	01/01/2009	04/01/2009	01/01/2010
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Sprinkler Fitter	\$ 39.15	\$ 39.15	\$ 39.90	\$ 39.90
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SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 16.30	\$ 17.30	\$ 17.30	\$ 18.35
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

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

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

	07/01/2008	01/01/2009	04/01/2009	01/01/2010	
1st & 2nd terms	\$ 7.06	\$ 7.71	\$ 7.71	\$ 8.41	
3rd & 4th terms	\$ 11.30	\$ 12.05	\$ 12.05	\$ 12.85	
All others	\$ 16.30	\$ 17.30	\$ 17.30	\$ 18.35	
					1-669.2

Survey Crew Consulting 03/01/2009

JOB DESCRIPTION Survey Crew Consulting

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

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

WAGES: (per hour)

07/01/2007

Survey Rates:	
Party Chief.....	\$ 29.82
Instrument Man..	\$ 25.01
Rodman.....	\$ 21.95

SUPPLEMENTAL BENEFITS

(per hour paid)	
Journeyman.....	\$ 11.70

OVERTIME PAY

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

*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

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

9-15dconsult

Teamster - Building / Heavy&Highway 03/01/2009

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, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP B: Tractor & Trailers (all types).

GROUP BB: 14 Wheeler Tractor & Trailer.

GROUP C: Low Boy (carrying equipment).

GROUP D: Fuel Trucks, Tire Trucks.

GROUP E: Off-road Equipment (over 40 tons): Athey 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) Athey Wagons, DJB, 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)

07/01/2008

GROUP A	\$ 34.38
GROUP B	35.00
GROUP BB	34.50
GROUP C	37.13
GROUP D	34.83
GROUP E	35.38
GROUP F	36.38
GROUP G	35.13
GROUP H	35.75
GROUP HH	36.13
GROUP I	35.88
GROUP II	36.25

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:NYS DOT or other Governmental Agency contracts shall receive a shift differential of Fifteen(15%)percent above the wage rate

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman

First 40 hours \$19.33
For the 41st- 45th Hour \$7.73

Note: Employees entitled to 1 week of paid vacation based on group classification after 90 days of employment.

OVERTIME PAY

See (B, E, P, *R) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 9, 11, 12, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 9, 11, 12, 15, 25) on HOLIDAY PAGE

*Note: Holiday codes 5 & 6, if worked, are overtime code R.
Holiday codes 7,8,11,12, when worked, receive
straight time wage for working, plus Holiday pay.

8-456

Welder**03/01/2009**

JOB DESCRIPTION Welder**DISTRICT 1****ENTIRE COUNTIES**

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

WAGES

Per hour 07/01/2008

Welder (To be paid the same rate of the mechanic performing the work)

OVERTIME PAY**HOLIDAY**

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

- (A) Time and one half of the hourly rate after 7 hours per day
- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked

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

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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



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

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

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

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

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

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

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

AGENCY	Fiscal Officer	SSN/FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	AG	*****1355	4-A GENERAL CONSTRUCTION CORP.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****3983	A & D CONTRACTING CORP.		15 PINE AIRE DRIVE BAY SHORE NY 11706	08/01/2005	08/01/2010
DOL	DOL	*****7478	A & T GENERAL CONSTRUCTION INC.		3 ALAN B SHEPARD PLACE YONKERS NY 10705	12/11/2006	12/11/2011
DOL	DOL	*****9254	A A GENERAL CONTRACTORS INC.		1765 MT. READ BOULEVARD ROCHESTER NY 14606	10/18/2004	10/18/2009
DOL	DOL	*****0635	ABOVE ALL PUMP REPAIR CORP		360 KNICKERBOCKER AVENUE BATAVIA NY 11716	10/20/2008	10/20/2013
DOL	NYC	*****8758	ACC CONSTRUCTION CORP.		6 EAST 32ND ST - 7TH FL NEW YORK NY 10016	05/25/2006	05/25/2011
DOL	NYC	*****5022	ACE DRYWALL SYSTEMS INC.		194 ASHLAND PLACE BROOKLYN NY 11217	03/06/2008	03/06/2013
DOL	DOL	*****3012	ADAM DECKMAN	DECKMAN PAINTING	154 POND VIEW PARKWAY ROCHESTER NY 14612	04/16/2007	04/16/2012
DOL	DOL	*****5116	ALJAA CONSTRUCTION CORPORATION		3755 SENECA STREET WEST SENECA NY 14403	12/14/2005	12/14/2010
DOL	DOL		ALL TOWNS MECHANICAL	BARRY MORRIS	18 EAST SUNRISE HIGHWAY FREEPORT NY 11758	01/21/2008	01/21/2013
DOL	DOL	*****3101	ALLSTATE CONCRETE CUTTING, INC.		635 MIDLAND AVENUE GARFIELD NJ 07026	07/09/2007	07/09/2012
DOL	DOL	*****5918	AMERICAN WEATHERTITE, INC.		PO BOX 208 CLIFTON NJ 07110	03/28/2005	03/28/2010
DOL	AG		AMODIO RUSSO		14 BRAYRON ROAD CARMEL NY 10512	06/01/2005	06/01/2010
DOL	AG		ANASTASIA ANTHOULIS	AKA STACEY GOUZOS	131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****0860	ANDREA STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	AG		ANDRES ALVAREZ		372 NORTH MAIN STREET LODI NJ 07644	12/24/2004	12/24/2009
DOL	DOL		ANNE M DIPIZIO		217 STRASMER ROAD DEPEW NY 14043	12/14/2005	12/14/2010
DOL	DOL	*****7262	ANS WELDING CORP		111 DALE STREET WEST BABYLON NY 11704	06/09/2004	06/09/2009
DOL	AG	*****7327	ANTHOS CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****2725	ARAGONA CONSTRUCTION CORP		5755 NEWHOUSE ROAD EAST AMHERST NY 14051	10/10/2007	10/10/2012
DOL	DOL	*****8482	ARGO CONTRACTING CORP		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	DOL		ARTHUR C OSUORAH		PO BOX 1295 BUFFALO NY 14215	02/15/2008	02/15/2013
DOL	DOL	*****8027	ARTHUR DESIGN ENGINEERS & ASSOCIATES		PO BOX 1295 BUFFALO NY 14215	02/15/2008	02/15/2013
DOL	DA	*****5761	AZTEC PLUMBING & HEATING CORP		153 BAYWOODS LANE BAY SHORE NY 11706	03/19/2007	03/19/2012
DOL	DOL	*****3559	B & Z DEVELOPMENT INC	BEN-ZVY ENTERPRISE S INC	19 WEST STREET SPRING VALLEY NY 10977	02/22/2005	02/22/2010
DOL	DOL	*****7828	BALLAGH GENERAL CONTRACTING INC		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012
DOL	DOL	*****1498	BAT-JAC CONSTRUCTION INC		62 NEULIST AVENUE PORT WASHINGTON NY 11050	07/17/2004	07/17/2009
DOL	DOL	*****3524	BAT-JAC CONTRACTING INC		62 NEULIST AVENUE PORT WASHINGTON NY 11050	07/17/2004	07/17/2009
DOL	DOL		BAT-JAC INC		62 NEULIST AVENUE PORT WASHINGTON NY 11050	07/17/2004	07/17/2009
DOL	DOL		BEATRICE ORTEGA		764 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013
DOL	DOL	*****3559	BEN-ZVY ENTERPRISES INC.		19 WEST STREET SPRING VALLEY NY 10977	02/22/2005	02/22/2010
DOL	DOL		BERNADETTE GORMALLY		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012
DOL	NYC		BERNARD COHNEN		193 HARWOOD PLACE PARAMUS NJ 07652	05/14/2008	05/14/2013
DOL	DOL	*****5455	BEST OF FRIENDS OF SCHENECTADY CONSTR CO		425 HAMILTON STREET SCHENECTADY NY 12305	01/24/2006	01/24/2011
DOL	DOL	*****9890	BETTY JOE FRAZIER	NOBLE CONSTRUCTION GROUP	23960 WHITE ROAD WATERTOWN NY 13601	02/14/2008	02/14/2013
DOL	DOL	*****0818	BLASTEC INC	MILLER SANDBLASTING & PAINTING	121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013

DOL	DOL	*****8501	BLOCKHEAD CONCRETE & PAVING INC		P O BOX 71 CHEEKTOWAGA NY 14225	09/03/2008	09/03/2013
DOL	DOL	*****0289	C J H INC		22 BLACK HAWK ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL	*****9286	CALI BROTHERS INC		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	NYC	*****4437	CAPPRY CONTRACTING MGMT. CORP		1081 CONEY ISLAND AVENUE BROOKLYN NY 11230	02/09/2006	02/09/2011
DOL	DOL	*****9721	CATENARY CONSTRUCTION CORP		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	02/14/2011
DOL	DOL		CHARLES J PARDEE		261 BALL ROAD HASTINGS NY 13076	03/16/2004	03/16/2009
DOL	DOL		CHARLES MARANGOUDAKIS		25 WOODHILL LANE MANHASSET NY 11030	08/16/2005	08/16/2010
DOL	DOL		CHARLES MURDOUGH		203 KELLY DRIVE EAST AURORA NY 14052	03/26/2008	03/26/2013
DOL	DOL		CHESTER A BEDELL		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DOL		CHRISTINA J HOEK		22 BLACK HAW ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL		CHRISTOPHER NICHOLSON		91 NEWMAN PLACE BUFFALO NY 14210	10/19/2006	10/19/2011
DOL	AG	*****7344	COLUMBUS GENERAL CONSTRUCTION INC		914 NEWKIRK AVENUE BROOKLYN NY 11230	12/16/2004	12/16/2009
DOL	DOL	*****7064	COMMERCIAL STEEL, INC.		65 CORPORATE PARK DRIVE CENTRAL SQUARE NY 13036	03/16/2004	03/16/2009
DOL	DOL	*****6866	COMMERCIAL SYSTEM CONSTRUCTION		91 NEWMAN PLACE BUFFALO NY 14210	10/19/2006	10/19/2011
DOL	AG	*****0033	CORINTHIAN CONSTRUCTION CO INC		372 NORTH MAIN STREET LODI NJ 07644	12/24/2004	12/24/2009
DOL	NYC	*****8777	CROSSLAND ELECTRICAL SYSTEMS INC		846 EAST 52ND STREET BROOKLYN NY 11203	12/19/2008	12/29/2013
DOL	DOL	*****6339	D J FLOORS INC		9276 VIA CIMATO DRIVE CLARENCE CENTER NY 14032	08/29/2007	08/29/2012
DOL	DOL	*****7064	DALTON STEEL INC	PARDEE CONSTRUCTI ON	197 U S ROUTE 11 CENTRAL SQUARE NY 13036	03/12/2004	03/12/2009
DOL	DOL		DEANNA J REED		5900 MUD MILL RD-BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	*****3012	DECKMAN PAINTING		154 POND VIEW PARKWAY ROCHESTER NY 14612	04/16/2007	04/16/2012
DOL	DOL		DENNIS LOUNSBURY		C/O DENNIS LOUNSBURY BLD P O BOX 220BULVILLE NY 10915	05/27/2004	05/27/2009
DOL	DOL	*****8702	DENNIS LOUNSBURY BUILDERS INC	AKA LOUNSBURY ERECTORS INC	P O BOX 220 BULVILLE NY 10915	05/27/2004	05/27/2009
DOL	DOL	*****7523	DEPOALO AND SON BLDG CONTRACTORS INC		296 MORRIS ROAD SCHENECTADY NY 12303	07/12/2004	07/12/2009
DOL	DOL	*****7157	DG PIPELINE INC		312 HALSEYVILLE ROAD ITHACA NY 14850	09/06/2006	09/06/2011
DOL	DOL	*****3218	DIAMOND "D" CONSTRUCTION CORP		5270 TRANSIT ROAD DEPEW NY 14043	12/14/2005	12/14/2010
DOL	DOL	*****1415	DIRACON COMMERCIAL CONTRACTORS		310 MAPLE AVENUE NEW HAMPTON NY 10958	05/18/2004	05/18/2009
DOL	DOL	*****3364	DJH MECHANICAL ASSOCIATES LTD		155 KINGSBRIDGE ROAD EAST MOUNT VERNON NY 10552	02/01/2006	02/01/2011
DOL	DOL		DOMINIC ANTONUCCI		1939 TOWN LINE ROAD HILTON NY 14468	10/18/2004	10/18/2009
DOL	DOL	*****5881	DON ADAMS ROOFING INC		472 COMMERCE STREET HAWTHORNE NY 10532	12/07/2005	12/07/2010
DOL	DOL		DONALD SCHWENDLER		9276 VIA CIMATO DRIVE CLARENCE CENTER NY 14032	08/29/2007	08/29/2012
DOL	DOL	*****6148	DOT CONSTRUCTION OF NY INC		765 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013
DOL	DOL		DOUGLAS MCEWEN		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL		DOUGLAS S GRIFFEN		312 HALSEYVILLE ROAD ITHACA NY 14850	09/06/2006	09/06/2011
DOL	DOL	*****1693	E GREEN RESTORATION & ROOFING INC		117 HAWLEY STREET BINGHAMTON NY 13901	06/21/2004	06/21/2009
DOL	DOL		EDWARD SUBEH		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	DOL		ELIYHU BENYAMIN		303 TEN EYCK STREET BROOKLYN NY 11206	03/05/2005	03/05/2010
DOL	AG	*****3233	EMEIS & EMEIS GENERAL CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012

DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	*****8008	ENJEM'S INCORPORATED		111 SOUTH MAIN STREET HERKIMER NY 13350	03/04/2004	03/04/2009
DOL	DOL	*****5677	ENVIROC CLEAN SERVICES LLC		4245 UNION ROAD - STE 210 BUFFALO NY 14225	09/07/2004	09/07/2009
DOL	DOL		EREZ BEN-ZVY		19 WEST STREET SPRING VALLEY NY 10977	02/22/2005	02/22/2010
DOL	DOL		ESCO INSTALLERS LLC		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	DOL	*****0329	FAULKS PLUMBING HEATING & AIR CONDITIONING INC		3 UPTON STREET HILTON NY 14468	06/10/2008	06/10/2013
DOL	NYC	*****2505	FLORENCE XVI CENTURY MARBLE INC		120 GLEN HEAD ROAD GLEN HEAD NY 11545	08/03/2005	08/03/2010
DOL	DOL	*****2474	FLOWER CITY ASBESTOS INC		850 ST PAUL STREET ROCHESTER NY 14605	08/18/2004	08/18/2009
DOL	DOL	*****7832	FLOWER CITY INSULATION SALES & CONTRACTORS		137 YORKTON STREET WEBSTER NY 14580	08/03/2004	08/03/2009
DOL	DOL	*****7975	FORD CONSTRUCTION INC		18-18 26TH STREET ASTORIA NY 11102	07/18/2005	07/18/2010
DOL	DOL		FORD MASONRY		18-18 26TH STREET ASTORIA NY 11102	07/18/2005	07/18/2010
DOL	DOL		FRANCIS (FRANK) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	DOL		FRANCIS ENJEM		111 SOUTH MAIN STREET HERKIMER NY 13350	03/04/2004	03/04/2009
DOL	NYC		FRANK (FRANCIS) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK BAKER		24 EDNA DRIVE SYOSSET NY 11791	05/14/2008	05/14/2013
DOL	DOL	*****0128	FRANK J TUCEK & SON INC		92 NORTH ROUTE 9W CONGERS NY 10920	01/29/2007	01/29/2012
DOL	DOL		FRANK LOBENE JR		13 CHEVIOT LANE ROCHESTER NY 14624	10/18/2005	10/18/2010
DOL	DOL	*****9832	G A FALCONE CONSTRUCTION INC		253 COMMONWEALTH AVENUE BUFFALO NY 14216	08/07/2007	08/07/2012
DOL	DOL	*****7088	GBA CONTRACTING CORP		4015 21ST AVENUE ASTORIA NY 11105	01/11/2008	01/11/2013
DOL	AG		GEORGE BEGAKIS		57-16 157TH STREET FLUSHING NY 11355	10/04/2006	10/04/2011
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	AG		GERARD IPPOLITO		563 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	AG		GERASIMO ANDRIANIS		22-15 47TH STREET ASTORIA NY 11105	08/03/2006	08/03/2011
DOL	DOL		GREG SURACI		364 BLEAKER ROAD ROCHESTER NY 14609	10/25/2007	10/25/2012
DOL	DOL		GREGORY KLOEPFER		248 LEIN ROAD WEST SENECA NY 14224	10/06/2004	10/06/2009
DOL	DOL		GRIOGORIOS BELLOS		4015 21ST AVENUE ASTORIA NY 11105	01/11/2008	01/11/2013
DOL	DOL		HALEEM ZIHENNI		3 ALAN B SHEPARD PLACE YONKERS NY 10705	12/11/2006	12/11/2011
DOL	AG		HARRISON JARVIS		132 W 129TH ST - STE 4W NEW YORK NY 10027	08/12/2004	08/12/2009
DOL	DOL	*****0080	HI-AMP ELECTRICAL CONTRACTING CORP		265-12 HILLSIDE AVENUE FLORAL PARK NY 11004	02/15/2008	02/15/2013
DOL	AG	*****1841	HOWARD K ENTERPRISE INC		219-02 NORTHERN BOULEVARD FLUSHING NY 11361	04/14/2005	04/14/2010
DOL	AG		HOWARD KIM		75 WEST EDSALL BOULEVARD PALISADES PARK NJ	04/14/2005	04/14/2010
DOL	DOL		IES ENVIRONMENTAL INC		1655 ELMWOOD AVENUE CRANSTON RI 02910	10/05/2004	10/05/2009
DOL	DOL	*****6293	IMPRESSIVE CONCRETE CORP		264A SUBURBAN AVENUE DEER PARK NY 11729	12/18/2007	12/18/2012
DOL	DOL	*****8898	IN-TECH CONSTRUCTION INC		8346 BREWERTON ROAD CICERO NY 13039	07/06/2007	07/06/2012
DOL	NYC	*****7728	INTEGRITY CONSTRUCTION & CONSULTING SERVS		7615 MYRTLE AVENUE GLENDALE NY 11385	02/15/2007	02/15/2012
DOL	DOL	*****8266	INTERNATIONAL ENVIRONMENTAL RESOURCES		2 STAFFORD COURT CRANSTON RI 02920	10/05/2004	10/05/2009
DOL	DOL	*****8266	INTERNATIONAL ENVIRONMENTAL SERVICES INC	INTERNATIONAL ENVIRONMENTAL RESOURCES	2 STAFFORD COURT CRANSTON RI 02920	10/05/2004	10/05/2009
DOL	DOL	*****0488	INTERWORKS SYSTEMS, INC.		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013

DOL	DOL		IVAN TORRES		11 PLYMOUTH ROAD DIX HILLS NY 11746	02/15/2008	02/15/2013
DOL	AG	*****0663	J B C CONTRACTING CO., INC.		346 PROSPECT AVE- 1ST FL BROOKLYN NY 11215	03/23/2005	03/23/2010
DOL	AG	*****0280	J B C CONTRACTING COMPANY		346 PROSPECT AVE. - 1ST F BROOKLYN NY 11215	03/23/2005	03/23/2010
DOL	DOL	*****4003	J BARR CONSTRUCTION CORP		119-51 METROPOLITAN AVE BROOKLYN NY 11415	12/14/2004	12/14/2009
DOL	DOL	*****7357	J C MCCASHION CONSTRUCTION INC		84 FREDERICKS AVENUE ALBANY NY 12205	04/13/2006	04/13/2011
DOL	DOL		JAMES NEY JR		1655 ELMWOOD AVENUE CRANSTON RI 02910	10/05/2004	10/05/2009
DOL	AG	*****1562	JANS GENERAL CONSTRUCTION CORP.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		JASON ASBURY		22562 SEA BASS DRIVE BOCA RATON FL 33428	10/10/2007	10/10/2012
DOL	DOL		JAY MEYER		239 MARSH DRIVE DEWITT NY 13214	02/20/2007	02/20/2012
DOL	DOL		JEANETTE CALICCHIA		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	DOL		JEFF LOUNSBURY		C/O DENNIS LOUNSBURY BLD P O BOX 220BULVILLE NY 10915	05/27/2004	05/27/2009
DOL	DOL		JOHN B DUGAN		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DA		JOHN BIAS		153 BAYWOODS LANE BAY SHORE NY 11706	03/19/2007	03/19/2012
DOL	AG		JOHN BRADFORD		6614 FURNACE ROAD ONTARIO NY 14519	12/22/2004	12/22/2009
DOL	NYC		JOHN O'SHEA		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	DOL	*****5970	JOHN PREVETE FRAMING AND JOHN PREVETE FRAMING INC	JOHN PREVETE	320 RIDGE ROAD WEST MILFORD NJ 07480	03/26/2008	03/26/2013
DOL	DOL		JOSEPH CALICCHIA		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	DOL		JOSEPH DIPIZIO		5270 TRANSIT ROAD DEPEW NY 14043	12/14/2005	12/14/2010
DOL	NYC		JRC ARIS ELECTRIC CONTRACTORS		516 EAST 51ST STREET BROOKLYN NY 11236	09/13/2004	09/13/2009
DOL	NYC	*****9418	JRC ELECTRIC CONTROL SERVICE, INC.		516 EAST 51ST STREET BROOKLYN NY 11236	09/13/2004	09/13/2009
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****9422	JUNKYARD CONSTRUCTION CORP.		2068 ANTHONY AVENUE BRONX NY 10457	12/26/2007	12/26/2012
DOL	DOL	*****3810	K M MARTELL CONSTRUCTION, INC.		57 CROSS ROAD MIDDLETOWN NY 10940	06/25/2007	06/25/2012
DOL	DOL	*****9993	K M R ENTERPRISES		10 STUFFLE STREET CROPSEYVILLE NY 12052	12/20/2006	12/20/2011
DOL	DOL	*****8648	K-STAR CONSTRUCTION CORP		42 48 161ST STREET FLUSHING NY 11358	12/11/2006	12/11/2011
DOL	NYC		KAZIMIERZ KONOPSKI		194 ASHLAND PLACE BROOKLYN NY 11217	03/06/2008	03/06/2013
DOL	AG		KEFCAL CONSTRUCTION, INC.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	NYC	*****4923	KELLY'S SHEET METAL, INC.		1426 ATLANTIC AVENUE BROOKLYN NY 11216	12/28/2007	12/28/2012
DOL	DOL		KENNETH MERZ		62 NEULIST AVENUE PORT WASHINGTON NY 11050	07/17/2004	07/17/2009
DOL	DOL		KENNETH W. GRIFFIN		101 LILL STREET ROCHESTER NY 14621	05/01/2006	05/01/2011
DOL	DOL		KEVIN MARTELL		57 CROSS ROAD MIDDLETOWN NY 10940	06/25/2007	06/25/2012
DOL	DOL	*****4359	KLOEPFER'S FLOOR COVERING		248 LEIN ROAD WEST SENECA NY 14224	10/06/2004	10/06/2009
DOL	AG	*****3318	KOSMAR CONTRACTING CORP.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		KRIS CLARKSON		2484 CATON ROAD CORNING NY 14830	06/20/2007	06/20/2012
DOL	DOL	*****3496	L & T PLUMBING CORP.		367 VETERANS MEMORIAL HWY COMMACK NY 11725	01/11/2005	01/11/2010
DOL	DOL	*****5462	LABARBERA ENTERPRISES OF ROCHESTER, INC.	LABARBERA EXCAVATING INC	2121 EMPIRE BOULEVARD WEBSTER NY 14580	04/18/2005	04/18/2010
DOL	DOL	*****5462	LABARBERA EXCAVATING INC		2121 EMPIRE BOULEVARD WEBSTER NY 14580	04/18/2005	04/18/2010
DOL	NYC	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998

DOL	DOL	*****9628	LANCET ARCH INC		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	02/14/2011
DOL	DOL		LARRY FRANGOS		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	DOL	*****0256	LIBERTY PAINTING COMPANY INC		183 LORFIELD DRIVE SNYDER NY 14226	12/08/2005	12/08/2010
DOL	AG	*****5102	LIBERTY TREE SERVICE, INC.		563 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	DOL	*****6651	LIGHTNING FAST LABOR FORCE SERVICES, INC.		150 NORTH CHESTNUT STREET ROCHESTER NY 14604	05/01/2006	05/01/2011
DOL	DOL	*****4981	LOBENE PAINTING, INC.		13 CHEVIOT LANE ROCHESTER NY 14624	10/18/2005	10/18/2010
DOL	AG	*****4654	LOOK UNDER THE CARPET SERVICES INC		P O BOX 686 BUFFALO NY 14290	12/15/2005	12/15/2010
DOL	DOL	*****5953	LPD CONTRACTING INC		1205 MCBRIDE AVENUE WEST PATTERSON NJ 07424	08/27/2007	08/27/2012
DOL	DOL	*****3105	LTS CONSTRUCTION INC		24 MILLER STREET ROCHESTER NY 14605	06/30/2004	06/30/2009
DOL	DOL	*****6714	M & S PIPELINE EXCAVATION COMPANY INC		784 CONKLIN ROAD BINGHAMTON NY 13903	05/06/2004	05/06/2009
DOL	DOL	*****9875	M & S STRIPING INC		73 INDUSTRIAL PARK BLVD ELMIRA NY 14901	01/10/2007	01/10/2012
DOL	DOL	*****9688	M K PAINTING INC		4157 SEVENTH STREET WYANDOTT MI 48192	05/14/2007	05/14/2012
DOL	AG		MANNS CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****4543	MARANGOS CONSTRUCTION CORP		59-45 56TH AVENUE MASPETH NY 11378	08/16/2005	08/16/2010
DOL	DOL		MARY NEWSOM		1537 UNION STREET SCHENECTADY NY 12309	05/24/2004	05/24/2009
DOL	DOL	*****7694	MAS-ANN MECHANICAL INC		35 REGENCY OAKS BLVD ROCHESTER NY 14624	07/24/2002	01/04/2010
DOL	DOL	*****2053	MASCIARELLI CONSTRUCTION CO		784 CONKLIN ROAD BINGHAMTON NY 13903	05/06/2004	05/06/2009
DOL	DOL		MATTHEW LOBENE		13 CHEVIOT LANE ROCHESTER NY 14624	10/18/2005	10/18/2010
DOL	DOL		MCS PAINTING CONTRACTORS, INC.		LIME KILN COURT STONY POINT NY 10980	01/25/2006	01/25/2011
DOL	DOL	*****0241	MERIT FENCE CO INC		130 OLD ROUTE 6 CARMEL NY 10512	08/06/2003	02/02/2012
DOL	AG	*****1515	MGC RESTORATION SERVICES, INC.		64-58 218TH STREET BAYSIDE NY 11364	01/01/2005	01/01/2010
DOL	AG		MICHAEL CAPOUS		64-58 218 STREET BAYSIDE NY 11364	01/01/2005	01/01/2010
DOL	DOL		MICHAEL L. KRIVITZA	NORTHEAST TECHNOLOGI ES	105 PINE STREET - APT 2 EAST ROCHESTER NY 14445	05/14/2007	05/14/2012
DOL	DOL		MICHAEL STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	DOL	*****0860	MICHAEL STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	DOL		MICHAEL TAYLOR		66 RYBKA ROAD STUYVESANT FALLS NY 12174	03/02/2007	03/02/2012
DOL	DOL	*****0818	MILLER SANDBLASTING AND PAINTING		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL	*****0937	MJAB CONSTRUCTION INC		183 WASHINGTON AVENUE NEW ROCHELLE NY 10801	04/22/2004	04/22/2009
DOL	DOL	*****4435	MODERN TECH DESIGN & SERVICES INC		9151 SOUTHWESTERN BLVD ANGOLA NY 14006	01/19/2006	01/19/2011
DOL	AG		MOHAMMED A. RASHID		914 NEWKIRK AVENUE BROOKLYN NY 11230	12/16/2004	12/16/2009
DOL	DOL		MOHAMMED ALI ALVI		22-41 26TH STREET APT. 2ASTORIA NY 11102	07/18/2005	07/18/2010
DOL	AG		MOHAMMED H. KABIR		200 EAST 77TH STREET BROOKLYN NY 11218	03/23/2005	03/23/2010
DOL	DOL	*****6616	MUIR CONTRACTORS ASSOCIATES INC		75 ARGYLE AVE - SUITE 2B UNIONDALE NY 11553	08/18/2005	08/18/2010
DOL	DOL	*****2251	MURDOUGH DEVELOPMENT CO., INC.		203 KELLY DRIVE EAST AURORA NY 14052	03/26/2008	03/26/2013
DOL	DOL		N F K ENTERPRISES		22 BLACK HAWK ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL	*****3310	N F K EXCAVATING AND CONSTRUCTION INC		22 BLACK HAWK ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL	*****7371	N F K LANDSCAPING SUPPLY CORP		22 BLACK HAWK ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010

DOL	DOL	*****2213	NEUSS CONSTRUCTION, INC.		1191 ROUTE 9W - SUITE #C6 MARLBORO NY 12542	09/06/2006	09/06/2011
DOL	DOL		NICK NITIS		3 ALAN B SHEPARD PLACE YONKERS NY 10705	12/11/2006	12/11/2011
DOL	DOL	*****9890	NOBLE CONSTRUCTION		23960 WHITE ROAD WATERTOWN NY 13601	02/14/2008	02/14/2013
DOL	DOL	*****7771	NORTHEAST TECHNOLOGIES		105 PINE STREET APT. 2 EAST ROCHESTER NY 14445	05/14/2007	05/14/2012
DOL	DOL	*****1833	NORTHEASTERN SUPREME FLOOR CO.,INC		66 BENEDICT STREET CASTLETON NY 12033	03/02/2007	03/02/2012
DOL	AG	*****9457	NU-LOOK PAINTING & WALLPAPERING, INC.		151-60 7TH AVENUE WHITESTONE NY 11357	08/04/2004	08/04/2009
DOL	AG	*****1641	OLYMPIA MECHANICAL PIPING & HEATING, INC.		3624 12TH AVENUE BROOKLYN NY 11218	08/18/2005	08/18/2010
DOL	DOL	*****1803	OMNI CONTRACTING COMPANY, INC.		3 ALAN B. SHEPARD PLACE YONKERS NY 10705	12/11/2006	12/11/2011
DOL	NYC	*****3855	OT & T INC		36-28 23RD STREET LONG ISLAND CITY NY 11106	01/15/2008	05/14/2013
DOL	DOL	*****8727	P & H SUPPLY COMPANY INC		241-A HARRISON AVENUE HARRISON NY 10528	01/15/2004	05/25/2009
DOL	AG	*****5133	P&T IRON WORKS		59 PLAIN AVENUE NEW ROCHELLE NY 10801	06/01/2005	06/01/2010
DOL	DOL	*****6527	PACHYDERM ENTERPRISES, INC.		1537 UNION STREET SCHENECTADY NY 12309	05/24/2004	05/24/2009
DOL	NYC	*****9833	PARADISE CONSTRUCTION CORP		6814 8TH AVENUE BROOKLYN NY 11220	12/03/2007	12/03/2012
DOL	DOL	*****3039	PARAGON PLATE GLASS, INC.		210 FACTORY STREET WATERTOWN NY 13601	11/07/2006	11/07/2011
DOL	DOL		PATRICK BURNS		19 E. CAYUGA STREET OSWEGO NY 13126	05/15/2008	05/15/2013
DOL	DOL		PATRICK SHAUGHNESSY		88 REDWOOD DRIVE ROCHESTER NY 14617	05/16/2008	05/16/2013
DOL	DOL		PERRY JACOBS		736 SHERMAN DRIVE BOX 8015UTICA NY 13505	12/04/2005	12/04/2010
DOL	AG		PETER GOUZOS		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****6164	PETTIT & PETTIT INC		7 SCHUYLER STREET BELMONT NY 14813	03/21/2005	03/21/2010
DOL	DOL	*****9167	PRECISION SITE WORK, INC.		736 SHERMAN DRIVE BOX 8015UTICA NY 13505	12/04/2005	12/04/2010
DOL	DOL	*****9359	PRECISION STEEL ERECTORS INC		P O BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	*****2326	PUTNAM CONSTRUCTION COMPANY OF WESTERN NY		29 PHYLIS AVENUE BUFFALO NY 14215	09/03/2008	09/03/2013
DOL	DOL	*****7438	R & H COMMERCIAL FLOORING, INC.		102 WILLOW AVENUE WATKINS GLEN NY 14891	06/20/2007	06/20/2012
DOL	DOL	*****1596	R & T SUPREME SPORTS FLOORING, LLC		66 RYBKA ROAD STUYVESANT FALLS NY 12174	03/02/2007	03/02/2012
DOL	DA	*****0358	R & W FACILITY CARE SYSTEMS INC		485 ATLANTIC AVENUE BROOKLYN NY 11217	11/22/2005	11/22/2010
DOL	DOL	*****1629	R S CONSTRUCTION COMPANY LLC		571 MILES SQUARE ROAD YONKERS NY 10701	04/04/2007	04/04/2012
DOL	AG	*****2626	RAINBOW RENOVATIONS, INC.		35-44 CRESCENT STREET LONG ISLAND CITY NY 11106	08/03/2006	08/03/2011
DOL	DOL		REBECCA GATTO-WOOD		310 MAPLE AVENUE NEW HAMPTON NY 10958	05/18/2004	05/18/2009
DOL	DOL	*****7294	REDWOOD FLOORING, INC.		88 REDWOOD DRIVE ROCHESTER NY 14617	05/16/2008	05/16/2013
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT DEMONTE		367 VETERANS MEMORIAL HWY COMMACK NY 11725	01/10/2005	01/10/2010
DOL	DOL		ROBERT DIMARSICO		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DOL		ROBERT O'HANLON		635 MIDLAND AVENUE GARFIELD NJ 07026	07/09/2007	07/09/2012
DOL	DOL		ROBERT STEVENSON		571 MILES SQUARE ROAD YONKERS NY 10701	04/04/2007	04/04/2012
DOL	DOL		ROBERT W. METZGAR	KING MACHINE	11365 CENTER ROAD SHERIDAN NY 14135	04/04/2005	04/04/2010
DOL	DOL	*****3467	ROCKERS AND NOCKERS LLC		207 RIVERVIEW ROAD REXFORD NY 12148	10/23/2007	10/23/2012
DOL	DOL		ROGER A HOEK JR		22 BLACK HAW ROAD PINE BUSH NY 12566	06/10/2005	06/10/2010
DOL	DOL		ROSARIO CARRUBBA		5755 NEWHOUSE ROAD EAST AMHERST NY 14051	10/10/2007	10/10/2012
DOL	DOL		RUDOLPH NEUSS		8 FAR HORIZONS DRIVE NEWBURGH NY 12550	09/06/2006	09/06/2011
DOL	AG	*****2326	RUSMAR ENVIRONMENTAL SERVICES CORP.		703 ATLANTIC AVENUE ROCHESTER NY 14609	12/22/2004	12/22/2009

DOL	DOL		RUSSELL TUPPER		8346 BREWERTON ROAD CICERO NY 13039	07/06/2007	07/06/2012
DOL	NYC	*****0987	SCHWARTZ ELECTRIC CONTRACTORS INC		89 WALKER STREET NEW YORK NY 10013	01/04/2008	01/04/2013
DOL	DOL	*****6348	SEABURY ENTERPRISES LLC		22562 SEA BASS DRIVE BOCA RATON FL 33428	10/10/2007	10/10/2012
DOL	NYC	*****8252	SEVERN TRENT ENVIRONMENTAL SERVICES INC		16337 PARK ROW HOUSTON TX 77084	01/12/2007	01/12/2012
DOL	DOL	*****0415	SIGNAL CONSTRUCTION LLC		199 GRIDER STREET BUFFALO NY 14215	11/14/2006	11/14/2011
DOL	DOL	*****8469	SIGNATURE SEALCOATING & STRIPPING SERVICE		345 LIVINGSTON AVENUE JAMESTOWN NY 14702	04/04/2007	04/04/2012
DOL	DOL	*****9397	SKY COMMUNICATIONS, INC.		PO BOX 278 DEWITT NY 13214	02/20/2007	02/20/2012
DOL	AG		SN CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG	*****7480	SNA CONTRACTING CORP		131 47TH STREET BROOKLYN NY 11232	01/26/2007	01/25/2012
DOL	AG	*****2738	SNA CONTRACTING CORP.		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG		SOLOMON WERZBERGER		56 LYNCREST DRIVE MONSEY NY 10952	08/18/2005	08/18/2010
DOL	DOL	*****9822	SOUTHWESTERN GENERAL CONTRACTING INC		1586 GOWANS ROAD ANGOLA NY 14006	10/08/2004	10/08/2009
DOL	DOL	*****0918	SPECTRUM CONTRACTING GROUP INC		875 THIRD AVENUE NEW YORK NY 10022	12/11/2006	12/11/2011
DOL	AG	*****1355	SPIRIDON ANTHOULIS		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG		STACEY GOUZOS		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	NYC	*****6650	START ELEVATOR CONSTRUCTION, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	*****3896	START ELEVATOR MAINTENANCE, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	*****1216	START ELEVATOR REPAIR, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	*****2101	START ELEVATOR, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	DOL		STEVE J NICTAS		C/O J BARR CONS. 119-51 METROPOLITAN AVEJAMAICA NY 11415	12/14/2004	12/14/2009
DOL	DOL		STEVE MENZER		62 NEULIST AVENUE PORT WASHINGTON NY 11050	07/17/2004	07/17/2009
DOL	AG		STEVEN TISCHLER		1465 46TH STREET BROOKLYN NY 11212	08/18/2005	08/18/2010
DOL	DOL	*****5966	SUPREME SPORT SURFACES, INC.		66 BENEDICT STREET CASTLETON NY 12033	03/02/2007	03/02/2012
DOL	DOL	*****2036	SURACI ENTERPRISES INC		364 BLEAKER ROAD ROCHESTER NY 14609	10/25/2007	10/25/2012
DOL	AG		TAO GENERAL CONTRACTORS INC		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG		TARCISIO FERREIRA		151-60 7TH AVENUE WHITESTONE NY 11357	08/04/2004	08/04/2009
DOL	AG		TF PAINTING CORP.		151-60 7TH AVENUE WHITESTONE NY 11357	08/04/2004	08/04/2009
DOL	DOL		THEODORE F FAULKS		18 FIREWEED TRAIL HILTON NY 14468	06/10/2008	06/10/2013
DOL	DOL		THOMAS E. MOONEY		164 WINSLOW STREET WATERTOWN NY 13601	11/07/2006	11/07/2011
DOL	DOL		THOMAS GORMALLY		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012
DOL	DOL		THOMAS L. SMALLS	LTS CONSTRUCTI ON	24 MILLER STREET ROCHESTER NY 14605	06/30/2004	06/30/2009
DOL	DOL	*****5306	THOMAS MASONRY & CONCRETE INC		803 WEST AVE - SUITE 207 ROCHESTER NY 14611	08/18/2004	08/18/2009
DOL	DOL	*****3284	THOMAS MASONRY ENTERPRISE INC		955 BUFFALO ROAD ROCHESTER NY 14624	08/18/2004	08/18/2009
DOL	DOL	*****3983	TOMMASO ALLOCCA		15 PINE AIRE DRIVE BAY SHORE NY 11706	08/01/2005	08/01/2010
DOL	DOL	*****5550	TOPO-METRICS INC		432 PARK AVENUE SOUTH NEW YORK NY 10016	04/22/2004	04/22/2009
DOL	DOL	*****0680	TOPOR CONTRACTING INC		153 FILLMORE AVENUE BUFFALO NY 14210	04/27/2004	04/27/2009
DOL	DOL	*****5905	TRI-STATE BUILDING CONTRACTORS INC		108 SPARROW RIDGE ROAD CARMEL NY 10512	05/24/2004	05/24/2009
DOL	DOL	*****9640	TROPIC CONSTRUCTION CORP		59-45 56TH AVENUE MASPETH NY 11378	08/16/2005	08/16/2010

DOL	DOL	*****8430	TROPIC ROOFING CORP.		59-45 56TH AVENUE MASPETH NY 11378	08/16/2005	08/16/2010
DOL	AG	*****3868	TWO BY FOUR CARPENTRY & CONSTR INC		132 W 129TH ST-STE 4W NEW YORK NY 10027	08/12/2004	08/12/2009
DOL	NYC	*****5184	UDDIN USA CORP		663 DEGRAU STREET BROOKLYN NY 11217	05/17/2007	05/17/2012
DOL	AG		UN HAK KIM		75 WEST EDSALL BOULEVARD PALISADES PARK NJ	04/14/2005	04/14/2010
DOL	DOL	*****8663	URBAN-SUBURBAN RECREATION INC		3 LUCON DRIVE DEER PARK NY 11728	06/20/2007	06/20/2012
DOL	DA		VASILIOS TSIMITRAS		235 91ST STREET BROOKLYN NY 11209	11/27/2006	11/27/2011
DOL	NYC	*****5466	VIVA VICTORIA ENTERPRISES LTD		10317 90TH STREET OZONE PARK NY 11417	06/12/2006	06/12/2011
DOL	DOL	*****0725	W & B MECHANICAL CORP		303 TEN EYCK STREET BROOKLYN NY 11206	03/05/2005	03/05/2010
DOL	DOL	*****6854	W J GRINDER ROOFING		1765 MT READ BOULEVARD ROCHESTER NY 14606	10/18/2004	10/18/2009
DOL	DOL	*****0329	WET PAINT CO. OF OSWEGO, INC		19 E. CAYUGA STREET OSWEGO NY 13126	05/15/2008	05/15/2013
DOL	DOL		WHITE AND BLUE SHEET METAL INC.		303 TEN EYCK STREET BROOKLYN NY 11206	03/05/2005	03/05/2010
DOL	DOL	*****3561	WILEY DEVELOPMENT CO INC		235 NORTHAMPTON STREET BUFFALO NY 14208	08/11/2004	08/11/2009
DOL	DOL		WILLIAM PUTNAM		50 RIDGE ROAD BUFFALO NY 14215	09/03/2008	09/03/2013
DOL	DA		WILLIAM TSIMITRAS		235 91ST STREET BROOKLYN NY 11209	11/27/2006	11/27/2011
DOL	DOL		WILLIE JONES		1537 UNION STREET SCHENECTADY NY 12309	05/24/2004	05/24/2009
DOL	DOL		WINSTON J. GOINS, SR.		87 MALLING DRIVE ROCHESTER NY 14621	05/01/2006	05/01/2011
DOL	DOL	*****6118	WINTech CONTRACTING INC		1950 E MAIN ST- STE 205A MOHEGAN LAKE NY 10547	07/22/2004	07/22/2009
DOL	AG		YANG GENERAL CONTRACTING LTD		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG	*****0288	YIN CONSTRUCTION LTD		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	AG	*****1564	ZARBEN GENERAL CONSTRUCTION INC		131 47TH STREET BROOKLYN NY 11232	01/25/2007	01/25/2012
DOL	DOL		ZEPHENIAH DAVIS		2068 ANTHONY AVENUE BRONX NY 10457	12/26/2007	12/26/2012



Andrew J. Spano, Westchester County Executive

TECHNICAL SPECIFICATIONS

DEPARTMENT OF PUBLIC WORKS

Division of Engineering

ITEM 18403.1335 - RUT AVOIDANCE ASPHALT CONCRETE, TYPE 3 RA
ITEM 18403.1735 - RUT AVOIDANCE ASPHALT CONCRETE, TYPE 6F RA
ITEM 18403.1935 - RUT AVOIDANCE ASPHALT CONCRETE, TYPE 7F RA

The requirements of Section 403 - Hot Mix Asphalt Concrete Pavement of the Standard Specifications of January 2, 1990 shall apply except as modified and/or revised below.

DESCRIPTION

This work shall consist of constructing rut avoidance asphalt concrete pavement courses in accordance with these specifications and in reasonable close conformity with the required lines, grades, thicknesses, and typical sections shown on the plans or established by the Engineer.

MATERIALS

The materials and composition for these mixtures shall meet the requirements specked for Type 3 binder course, Type 6F and Type 7F top course in Subsection 401-2.01 through 401-2.05, except as noted herein.

The contractor shall formulate and submit to the Regional Director, a job mix formula that satisfies the design general limits listed in Table 1 - Rut Avoidance Mix Composition. The production tolerances in Table 1 will be permitted to exceed the design general limits.

Screen Size	BINDER		TOP			
	TYPE 3 RA		TYPE 6F RA		TYPE 7F RA	
	Design General Limits % Passing	Production ToL. %	Design General Limits % Passing	Production ToL. %	Design General Limits % Passing	Production ToL. %
1 1/2"	100	--				
1"	95-100	--	--			
3/4"	74-93	±5	100	--		
1/2"	58-73	±5	95-100	--	100	--
1/4"	38-53	±5	58-72	±5	90-100	--
1/8"	26-40	±4	36-54	±4	45-70	±4
20	9-23	±4	15-32	±4	15-40	±4
40	4-18	±4	8-25	±4	8-27	±4
80	3-13	±3	4-16	±3	4-16	±3
200	2-6	±2	2-6	±2	2-6	±2
% Asphalt-	4.0 - 6.0		5.0 - 6.2		5.2 - 7.2	

Table 1 - Rut Avoidance Mix Composition

ITEM 18403.1335 - RUT AVOIDANCE ASPHALT CONCRETE, TYPE 3 RA
ITEM 18403.1735 - RUT AVOIDANCE ASPHALT CONCRETE, TYPE 6F RA
ITEM 18403.1935 - RUT AVOIDANCE ASPHALT CONCRETE, TYPE 7F RA

Subsection 401-2.03 A. Coarse Aggregate and 401-2.03 B. Blending shall be deleted and replaced with the following:

A. Coarse Aggregates. Top Course Type 6F RA and Type 7F RA asphalt concrete mixtures shall be from approved sources and shall meet one of the following requirements:

1. Coarse aggregates shall be crushed limestone having an acid insoluble residue content of not less than 20%, excluding particles of chert and similar siliceous rocks.
2. Coarse aggregates shall be crushed dolomite having an acid insoluble residue content of not less than 17%, excluding particles of chert and similar siliceous rocks.
3. Coarse aggregates shall be crushed sandstone, granite, chert, traprock, ore tailings, slag or other similar non-carbonate materials. Non-carbonate particles are defined as those having an acid insoluble residue content not less than 80%.
4. Coarse aggregates shall be crushed gravel or blends of two or more of the following types of materials; crushed gravel, limestone, dolomite, sandstone, granite, chert, traprock, ore tailings, slag or other similar materials. These aggregates must meet the following requirements:

For Type 6F RA mixes - not less than 20% (by weight with adjustments to equivalent volumes for materials of different specific gravities) of the total coarse aggregate particles (plus 1/8" material) shall be non-carbonate. In addition, not less than 20% of the plus 1/4" particles shall be non-carbonate. Non-carbonate particles are defined as those having an acid insoluble residue content not less than 80%.

For Type 7F RA mixes - not less than 20% (by weight with adjustments to equivalent volumes for materials of different specific gravities) of the total coarse aggregate particles (plus 1/8" material) shall be non-carbonate. Non-carbonate particles are defined as those having an acid insoluble residue content not less than 80%.

- B. Blending. Where coarse aggregates for these mixes are from more than one source or of more than one type of material, they shall be proportioned and blended to provide a uniform mixture.
- C. Mix Properties. The mixtures shall meet the Marshall property criteria appearing in Table 2 - Marshall Mix Property Criteria.

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Mix Criteria			
Mix Property	Type 3RA	Type 6FRA	Type 7FRA
Stability, lb., min.	1500	1500	1500
Flow, .01 in., min.	8	8	8
Marshall Quotient, lb/ .01 in., min.	150	150	150
Air Voids, percent	3.0 - 5.0	3.0 - 5.0	3.0 - 5.0
Voids in Mineral Agg. (VMA), percent min.	12.0	14.0	16.0
Voids filled with Asphalt VFA, percent	65-75	65-75	65-75

Table 2 - Marshall Mix Property Criteria

- D. Mix Preparation. The Marshall specimens shall be prepared, mix properties determined, and completed mix design submitted in accordance with the procedures outlined by Department written instructions with the following modifications:
1. Compactive effort shall be 75 blows per side.
 2. Five point asphalt cement content Marshall design is required prior to production. One point designs are not acceptable.
 3. The minimum specified VMA shall be met at each of the five mix design asphalt cement contents.
 4. The Marshall quotient is calculated as the corresponding ratio of corrected stability (lbs.) to flow (.01 in.).
 5. The optimum asphalt cement content shall be determined by the "Range" method. Graphs shall be constructed for each of the specified mix design properties (stability, Marshall quotient, air voids, VMA, and VFA) using each property as the vertical axis and percent asphalt cement content as the horizontal axis. The plotted values in each graph shall be fitted with a smooth curve that obtains the "best fit" for all values. A vertical line is drawn at the point where the asphalt cement content provides the acceptable lower and upper limits for the properties of stability, flow, Marshall quotient, and air voids. The mid-point of the common overlap is the optimum asphalt cement content provided it does not fall on the positive slope of the VMA curve. When this occurs the low point of the VMA curve shall be the optimum asphalt cement content provided it falls within the common overlap of the specified stability, flow, Marshall quotient, and air voids ranges.

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CONSTRUCTION DETAILS

The provisions of §401-3 Construction Details shall apply.

METHOD OF MEASUREMENT

The provisions of §401-4 Method of Measurement shall apply.

BASIS OF PAYMENT

The provisions of §401-5 Basis of Payment shall apply.

Payment will be made under:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>PAY UNIT</u>
18403.1335	Rut Avoidance Asphalt Concrete - Type 3 RA	Ton
18403.1735	Rut Avoidance Asphalt Concrete - Type 6F RA	Ton
18403.1935	Rut Avoidance Asphalt Concrete - Type 7F RA	Ton

ITEM 01555.8001 M - CRACK SEALING BY EPOXY INJECTION (PREVENTION)

ITEM 01555.8002 M - CRACK REPAIR BY EPOXY INJECTION (RESTORATION)

DESCRIPTION: Install injection ports, seal the crack opening, inject the crack with epoxy (full depth for restoration work, or as deep as conditions allow for prevention work), and restore the sealed surface to a flush condition in areas visible to the public. Perform the work at locations indicated on the contract plans or where directed by the Engineer.

PREVENTION - use in contaminated, cracked concrete areas to prevent movement and protect reinforcing.

RESTORATION - use in uncontaminated cracked concrete areas to restore structural integrity. Take verification cores for payment. Have an experienced epoxy manufacturer representative present until the work is acceptable to the Engineer.

MATERIAL REQUIREMENTS:

1. Crack Sealant - epoxy paste that completely cures in 4 hours or less and retains the injected epoxy. Any other type of crack sealant is subject to a project demonstration and approval by the Engineer.
2. Low Viscosity Injection Epoxy - Manufacturer certified to meet ASTM C881, Type I or IV, Grade 1, Class B or C (as temperature conditions require.)
3. Vertical & Overhead Patching Material (Approved List) - (for ITEM 01555.8002 M) §701-08

INJECTION EQUIPMENT: Use equipment in good working order, as approved by the Engineer, with the following features:

- Separate feed lines to the mixing chamber
- Automatic mixing and metering pump
- Ability to thoroughly mix the epoxy components in the mixing chamber
- Operator control of the epoxy flow from the mixing chamber
- Clean, legible, accurate pressure gauges easily viewable by the operator
- Ability to provide an uninterrupted pressure head to continually force epoxy into the cracks
- Injection pressure from 0 to at least 1.4 MPa
- Capable of metering each epoxy component to within 3.0% of the epoxy manufacturer's mix ratio

Unreacted epoxy components may be stored overnight in separate reservoirs and feed lines.

Before starting the work, demonstrate to the Engineer the ability of the equipment to meter and mix epoxy components to the required mix ratio. Ratio accuracy may be determined by simultaneously metering each component into separate, clean, accurately graduated, volumetric containers, or another procedure approved by the Engineer. Also, activate the automatic mixing and metering pump, mix a small amount of injection epoxy, and waste it into a disposable container. The Engineer will observe this trial operation and be satisfied the equipment is working properly, and the epoxy is mixed with no streaks.

ITEM 01555.8001 M - CRACK SEALING BY EPOXY INJECTION (PREVENTION)

ITEM 01555.8002 M - CRACK REPAIR BY EPOXY INJECTION (RESTORATION)

CONSTRUCTION DETAILS:

1. Crack and Surface Preparation. Remove all debris or contaminants accessible within the cracks by using hand tools, water blasting or oil-free high pressure air blasting, vacuuming, or other methods suitable to the Engineer. Epoxy resin will not penetrate: compacted, water or oil soaked debris. Allow free moisture within the crack to be absorbed before injecting epoxy. Remove all materials, including moisture, from the surface adjacent to the crack which might interfere with bonding of the crack sealant.
2. Injection Port Installation. Attach injection ports to the prepared surface by placing them onto (surface adapters) or into the cracks (socket ports) and affixing with crack sealant. Larger cracks may be ported by inserting an anchored tube into the crack.

Use positive connection port designs to connect injection equipment to the ports. Other injection port designs and attachment methods, where worker fatigue would not be a problem, require approval by the Engineer.

Use the following general guidelines for spacing injection ports when cracks are uniform in width through the structure. For cracks that get tighter with depth, double this spacing. Intermediate ports may be placed for observation. To permit maximum flow into the void, position ports on the wider crack sections and at intersections, rather than at an exact spacing.

If these guidelines cannot be followed, use port locations approved by the Engineer. Port spacing may be modified by the Engineer as experience is gained, or when cores are taken to determine penetration.

FOR CRACKS COMPLETELY THROUGH A MEMBER

- A. Cracks accessible from one side - space the ports not less than the thickness of the member.
- B. Cracks accessible from both sides - space the ports not less than twice the thickness of the member and stagger them relative to the ports on the opposite side. Make the stagger between ports (on opposite sides of the member) at least the thickness of the member.

Place the endmost ports at the ends of the crack so as to insure complete filling of the crack.

FOR MULTIPLE CRACKS ALL OVER A MEMBER.

Space the ports as far apart as practical, but not less than 200 mm from one another. A 200 mm spacing presumes a 100 mm penetration in each direction, if the adjacent ports are not plugged when epoxy reaches them. For fine cracks that taper to an end, place the endmost ports about 100 mm from the end.

3. Crack Seal. After port installation, seal the crack opening with crack sealant, being careful not to plug the injection ports. Allow the crack sealant to cure completely before injecting epoxy.

ITEM 01555.8001 M - CRACK SEALING BY EPOXY INJECTION (PREVENTION)

ITEM 01555.8002 M - CRACK REPAIR BY EPOXY INJECTION (RESTORATION)

Apply crack sealant only when surface and ambient temperatures are above 10°C.

4. Port Flushing. Prior to any epoxy injection, flush critical ports with oil-free compressed air to verify that air exits from all the installed ports, dry the cracks, and check for leaks.
5. Epoxy Injection. Perform epoxy injection only when the surface and ambient temperatures are above 7°C and are not expected to fall below 7°C during the next 24 hours.

UNIFORM WIDTH CRACKS - start toward the middle of a horizontal crack and work outward, or the lowest point of a sloping or vertical crack and work upward.

VARIABLE WIDTH CRACKS - start at the widest points of all types of cracks and work outward. Secure the feed line to the first port. Initiate and continue flow until epoxy exits from the adjacent port. (Plug observation ports and continue through the same port to achieve maximum penetration.) Temporarily stop the injection process, remove the feed line, and seal the port. Attach the feed line to the adjacent port and repeat this procedure along the crack until the last port is sealed.

Generally, use higher pressures when injecting narrow deep cracks, medium to low for wider cracks, and lowest pressures when injecting a delaminated area or an area susceptible to lifting. Low pressure applied for a longer duration is often more effective than high pressure applied for a shorter duration.

Replenish the epoxy supply in the mixing equipment before it is exhausted. Thoroughly stir each epoxy component both before and after adding it to its respective component in the mixing equipment. Exercise care to assure a continuous injection operation.

Allow the epoxy to fully cure prior to performing subsequent work in the repaired area.

In the event of leakage from a crack, stop the injection process until the leak is sealed. When any work stoppage exceeds 15 minutes, clean the mixing chamber and flush the line that carries mixed epoxy. Flush with a suitable solvent, followed by air.

6. For ITEM 01555.8002 M CRACK REPAIR BY EPOXY INJECTION (RESTORATION), take cores ranging in diameter from 25 to 100 mm, as approved by the Engineer, to verify full penetration by epoxy and its cure. Take a representative core from each structural element, or one from every 30 meters of crack repaired, whichever is greater, at locations approved by the Engineer. The Engineer will retain the cores and determine if they are acceptable for payment. Patch the holes with Vertical & Overhead Patching Material.

More than one core may be necessary to obtain an acceptable sample from cracks that diverge below the surface. (To avoid cutting reinforcing, the core drill may be angled to intercept a crack behind the reinforcing.)

ITEM 01555.8001 M - CRACK SEALING BY EPOXY INJECTION (PREVENTION)

ITEM 01555.8002 M - CRACK REPAIR BY EPOXY INJECTION (RESTORATION)

7. Clean Up. In all areas visible to the public, as determined by the Engineer, remove spillage, the ports and crack sealant until flush with the adjacent surface. Remove stains and repair any damage to the satisfaction of the Engineer at no additional cost.

METHOD OF MEASUREMENT: The Engineer will measure the work as the number of linear ~~meters~~ feet of crack sealed or repaired, as specified.

BASIS OF PAYMENT: Include the cost of all labor, materials, and equipment necessary to complete the work in the unit price bid per linear meter. For ITEM 01555.8002 M CRACK REPAIR BY EPOXY INJECTION (RESTORATION), also include the cost of coring and repairing the core holes.

For ITEM 01555.8001 M CRACK SEALING BY EPOXY INJECTION (PREVENTION), the Engineer will authorize payment after the measured length of crack has been sealed and the surface cleaned.

For ITEM 01555.8002 M CRACK REPAIR BY EPOXY INJECTION (RESTORATION), the Engineer will authorize payment after the measured length of crack has been repaired as verified by cores, the core holes patched and the surface cleaned.

ITEM 11560.14M - PROTECTIVE SEALING OF MASONRY

DESCRIPTION

This work shall consist of furnishing and installing protective sealing of masonry in accordance with the contract documents and as directed by the Engineer.

MATERIALS

The protective sealer used on masonry surfaces shall be one:

- appearing on the Department's Approved List;
- is applicable to masonry surfaces;
- and, shall meet the requirements of the following subsection:

717-03 - Penetrating Type Protective Sealers.

CONSTRUCTION DETAILS

The Contractor shall provide the Engineer with the sealer Manufacturer's written instructions for application and use, at least five (5) working days before the start of work. Only one (1) brand and specific type of sealer will be allowed for use on each individual element of a project (i.e. each pier, deck, abutment, etc.).

Surface Preparation

Surface preparation shall be carried out in compliance with the Manufacturer's instructions. All surface preparation work shall be completed and approved by the Engineer, before sealer application can commence.

Weather Limitations

Apply sealer only after the surface has dried for 12 or more hours and, if in the opinion of the Engineer, adverse weather conditions are anticipated within twelve (12) hours of the completion of sealer application. Ambient and surface temperatures shall be a minimum of 5 degrees C during application and until the sealed concrete is dry to the touch. Application by spray methods will not be permitted during windy conditions, if in the opinion of the Engineer unsatisfactory results will be obtained.

Sealer Application

Thorough mixing of the sealer before and during its use shall be accomplished as recommended by the Manufacturer. Equipment for sealer application shall be clean of foreign materials and approved by the Engineer before use.

ITEM 11560.14M - PROTECTIVE SEALING OF MASONRY

When a penetrating sealer is used, a minimum of two (2) coats of the sealer shall be applied to achieve uniform coverage. The total quantity of sealer applied by all coats shall be equal to the quantity required at the application rate specified in the Approved List. The second and each additional coat shall be applied perpendicular to the previous coat. Care shall be taken when applying each coat, such that running or puddling does not occur. Each coat shall be allowed to dry for a minimum of two (2) hours before the next coat is applied. The final coat shall be allowed to dry according to the manufacturer's instructions, before the removal of maintenance and protection of traffic.

On sloping and vertical masonry surfaces, sealer application shall progress from bottom to top. Care shall be taken to ensure that the entire surface of the masonry is covered and all pores filled.

METHOD OF MEASUREMENT

This work will be measured as the number of square meters of protective sealing of masonry satisfactorily furnished and installed.

BASIS OF PAYMENT

The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

ITEM W567.51 - SEALING BRIDGE DECK JOINTS

DESCRIPTION:

The work shall consist of furnishing and installing rapid cure silicone joint sealant at the locations indicated on the plans or as directed by the Engineer. The sealant will be placed between proposed elastomeric concrete headers, existing concrete (Portland cement concrete), or a combination of elastomeric concrete and existing concrete. Sealing of the fascia joint will be paid for under item W567.52 - Sealing Fascia Joint.

MATERIALS:

Silicone and backer rod supplied for this work shall be one of the following or approved equal:

- a) Dow Corning 902 RCS and Dow Corning 123 preformed silicone insert as furnished by:

SS1 Construction & Industrial Materials
4305 Rockford
P.O. Box 50009
Tulsa, OK 74150

- b) Wabo Two Part Silicone Sealant - as furnished by:

Watson Bowman, Acme Corp.
95 Pineview Drive
Amherst, NY 14428

Two copies of materials details for the sealant shall be supplied to the Engineer at least ten days prior to the intended use of the product.

CONSTRUCTION DETAILS:

General.

The manufacturer's recommended practices shall be strictly adhered to.

A qualified technical representative of the manufacturer shall be present at the start of work during joint preparation and material installation. The technical representative will advise the contractor and the engineer regarding proper installation procedures.

The minimum thickness of cured two part silicone joint sealant shall be ½" as measured at the centerline of joint.

Surface Preparation

The Contractor shall remove existing seals (if any). All surfaces (whether existing or proposed) to receive the sealant shall be abrasive blast cleaned of all laitance, oil, grease, or any other material which may affect the bond between the silicone and its mating surface.

ITEM W567.51 - SEALING BRIDGE DECK JOINTS

The two part silicone sealant shall be installed when the elastomeric concrete has developed sufficient strength. After the temporary joint form is removed, the joint faces shall be sandblasted to remove all residue of the form material. The joint faces are then primed with approved primer in accordance with manufacturer's instructions. The backer rod is then installed to the proper depth and the silicone is extruded into the joint. The silicone sealant is self leveling, therefore care must be taken to insure that leak-by is not a problem.

Placement

The seal shall be placed in position in a bridge joint recess as shown on the plans or as directed by the Engineer.

Prior to the placement of the roadway sealant, the contractor shall install a preformed silicone inserts or pre-cured pieces of silicone joint material to form the vertical faces of the curb in accordance with the manufacturer's written instructions on all vertical surfaces including curbs, sidewalks and fascias. Once this has been done, the contractor shall seal the remainder of the roadway and sidewalk.

The completed joint shall be tested and corrected in accordance with Subsection 567-3.01H "Watertight Integrity Test" or as directed by the Engineer.

METHOD OF MEASUREMENT:

Payment will be made as the number of linear feet of joint completely sealed, measured horizontally and vertically (curbs) along the centerline of joint system between the outer limits as indicated on the contract plans.

BASIS OF PAYMENT:

The unit price bid per linear foot shall include all labor, materials and equipment necessary to complete the work.

ITEM W568.70 - TRANSITION BRIDGE RAILING (SHOP CURVED)

DESCRIPTION:

All provisions of Item 568.70 – Transition Bridge Railing shall apply. The Contractor shall note that the transition rail tubes will need to be shop curved as shown on the plans, as directed by the Engineer or as determined by field inspection or survey.

**ITEM W574 - STRUCTURAL STEEL PAINTING: OVERCOATING AND
LOCALIZED**

DESCRIPTION.

This work shall consist of pressure washing and power-tool or vacuum-blast cleaning of damaged paint areas and corroded structural steel surfaces, and painting surfaces described in contract documents. The price bid shall also include the cost of furnishing, installing and removing any containment structure deemed necessary by the Engineer to contain and collect debris generated during paint removal operations and proper disposal of the collected debris.

MATERIALS

Paints. Paints shall meet the requirements of §708-02 *Structural Steel Paints Class 2* of the New York State Department of Transportation Standard Specifications dated January 2, 2002 including all updates and errata in effect at the time of the contract advertisement (hereinafter called “the Standard Specifications”) and shall appear on the New York State Department of Transportation’s (hereinafter called “the NYSDOT”) Approved List, “Structural Steel Paints – Class 2”. Paints shall be approved for either localized application, overcoating application, or both. All new paint to be applied shall be produced by the same manufacturer. Any exception must have prior approval of the Commissioner of the Westchester County Department of Public Works (WCDPW) and the Engineer.

A. Shelf Life. The shelf life of all paint shall be a maximum of 12 months from the date of manufacture. Paint and thinner shall arrive at the work site in new, unopened containers. The label shall include the manufacturer’s name, batch number, color, paint name, and date of manufacture.

B. Paint Storage. Paint in storage shall be protected from damage and maintained in accordance with manufacturer’s recommendations. Paint will be considered in storage if it is onsite for more than 8 hours prior to application.

C. Color. Each single coat of paint shall be a different color and provide substantial contrast with the underlying substrate and previous coats. The color of the finish coat **shall be a match to the existing color, as determined by the Engineer, even if customization is required.** The color of the other coats will be at the Contractor’s option.

D. Technical Data. The Contractor shall supply the Engineer with the paint manufacturer’s technical data and materials safety data sheets for each paint to be applied. The data sheets shall be delivered to the Engineer a minimum of five work days prior to beginning of work. Data sheets shall include all information required by §708-02 *Structural Steel Paints Class 2* of the Standard Specifications.

Water for Washing. Water for pressure washing shall be potable water. Any detergent or soluble salt remover used must receive approval by the paint manufacturer and the Materials Bureau. Water shall not be recycled.

ITEM W574 - STRUCTURAL STEEL PAINTING: OVERCOATING AND LOCALIZED

Abrasive for Blast Cleaning. Abrasive material for blast cleaning shall be selected by the Contractor. Silica sand and other types of nonmetallic abrasive containing more than one percent free silica, by weight, will not be allowed. The abrasive blasting shall produce an angular anchor profile suitable for the paint system to be applied.

Paint Inspection Equipment. Prior to the start of work the Contractor shall supply the Engineer with the following specifications and equipment in good working order:

1. One bound copy of the Steel Structures Painting Council surface preparation specification, SSPC SP-1 – *Solvent Cleaning*.
2. One (1) bound copy of the Steel Structures Painting Council surface preparation specification, SSPCSP 11 – *Power Tool Cleaning to Bare Metal*.
3. One (1) bound copy of the Steel Structures Painting Council surface preparation specification, SSPCSP 10 – *Near-White Metal Blast Cleaning*.
4. One bound copy of the Steel Structures Painting Council pictorial standards, SSPC-VIS 3, *Guide and Reference Photographs for Steel Surfaces Prepared by Power and Hand Tool Cleaned Steel*.
5. One bound copy of the most current Steel Structures Painting Council pictorial standards, SSPC-VIS 1, *Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning*.
6. One bound copy of the Steel Structures Painting Council method SSPC-PA2, *Paint Application Specification No. 2 - Measurement of Dry Film Thickness With Magnetic Gages*.
7. One copy of ASTM D 4417 Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel.
8. One copy of ASTM D 4285-83 (1999) Test Method for Indicating Oil or Water in Compressed Air.
9. One Air Thermometer, pocket type, -10°C to +40°C.
10. One non-contact Infrared Thermometer, -10°C to +40°C.
11. One Contact Thermometer, -10°C to +40°C.
12. One Paint Thermometer, -10°C to +40°C.
13. One Magnetic Dry-Film Thickness Gage, Type 2 (as defined per SSPC PA-2), with a display capable of measuring 1 µm to 1500 µm in 1 µm increments, with calibration shims.
14. Two Wet-Film Thickness Gages, Prong Type, capable of measuring 25 µm to 125 µm in 25 µm increments.
15. Psychrometer and US Weather Bureau Psychrometric Tables.
16. Profile micrometer with extra coarse replica tape.

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ITEM W574 - STRUCTURAL STEEL PAINTING: OVERCOATING AND LOCALIZED

All equipment will be returned to the Contractor upon completion of the work.

CONSTRUCTION DETAILS.

Paint Removal Operations. All provisions of §570 of the Standard Specifications shall apply.

See the Special Notice titled “Item W574 - Structural Steel Painting: Overcoating And Localized” on page 11 of this specification to determine which subsections are applicable to this contract.

Overcoating and Localized Painting. Overcoating is defined as spot cleaning and priming corroded areas followed by applying two coats of paint to all existing painted steel surfaces. Localized cleaning and painting is defined by spot cleaning and applying three coats of paint to spot-cleaned steel only.

The Contractor shall provide adequate access, suitable lighting, and time for inspections to be made. Any work done while the Engineer has been denied, or restricted from access, shall be recleaned and repainted at no additional cost.

Quality Control Plan. The Contractor shall provide the Engineer a copy of the Contractor's Quality Control (QC) procedures and/or Quality Control Plan (QCP). The QCP describes the minimum QC activities that will be performed by Contractor's QC personnel to ensure compliance. The QCP shall minimally include operating procedures and maintenance records for equipment on site, proof of formal QC training for the Contractor's QC personnel on site, and daily reports including the following information:

- Compressed Air Cleanliness
- Dry-Film Thickness
- Air Temperature
- Humidity and Dew Point
- Surface Temperature
- Abrasive Cleanliness Checks
- Degree of Cleanliness Achieved
- Surface Profile
- Batch Numbers of Paint Used
- Batch Numbers of Thinner Used
- Mixing According to Specification

The Contractor must provide daily reports to the Engineer upon request. The reports shall be submitted no later than 24 hours following the completion of the days work.

ITEM W574 - STRUCTURAL STEEL PAINTING: OVERCOATING AND LOCALIZED

Surface Preparation for Overcoating. Steel surfaces shall be prepared for painting by a combination of pressure washing and power-tool or vacuum-shrouded blast cleaning. Pressure washing of all areas to be painted shall be performed first, followed by power-tool cleaning of areas demonstrating corrosion of the steel substrate to remove all paint, rust, rust scale, and mill scale, as per SSPC SP-11, *Power Tool Cleaning to Bare Metal* or SSPC SP-10, *Near-White Metal Blast Cleaning* as applicable. If heavy deposits of rust and scale are present, they shall be removed by hand or power tool prior to pressure washing. Areas of tightly adhered coating to remain shall be abraded to provide an anchor profile for overcoat paint. Large deposits of bird droppings shall be removed prior to pressure washing.

A. Pressure Washing and Solvent Cleaning. All steel surfaces to be painted shall be pressure washed, using an operating pressure range of 12.5 MPa to 14 MPa, a minimum flow of 13 L/minute, and a water temperature of 85°C to 93°C. The nozzle shall be held at a distance of 150 mm to 300 mm from the steel surface. Pressure washing shall only be allowed when ambient air temperatures are greater than 4.5°C and rising. In no case will pressure washing be conducted when spent wastewater could freeze on roadway or bridge surfaces or in any other way create a hazardous situation. The washing is intended to remove contaminants from the surface, not to remove tightly adhered paint. Oil and grease shall be removed by solvent cleaning as described in SSPC SP1, *Solvent Cleaning*. The areas shall be pressure washed again following this cleaning.

When the washing is completed, the cleaned surfaces shall be free of dust, dirt, oil, grease, animal waste, salts, and other debris

A containment enclosure shall be suspended around and beneath the work area during pressure washing. The containment for pressure washing is intended to capture solid paint chips and other solid debris that may become dislodged from washing operations. Unless otherwise noted, spent wash water will not require collection and will be allowed to fall to the underlying ground or waterway, provided that the other requirements of this specification are met.

Special note, Structural Painting Details, will provide scheduling requirements for washing a structure over a body of water. Spent wash water over a public water supply or the New York City watershed shall be collected and diverted to the adjoining land mass.

If steel surfaces become contaminated or 7 calendar days elapse between washing and abrasive blasting cleaning, they shall be rewashed at no additional cost.

B. Power Tool Cleaning. Power tools as described in SSPC-SP 11 shall be used to clean corroded steel. Vacuum-shrouded abrasive blasting may be allowed. Steel cleaned using vacuum-shrouded blasters shall be cleaned to SSPC-SP 10.

ITEM W574 - STRUCTURAL STEEL PAINTING: OVERCOATING AND LOCALIZED

1. Atmospheric Conditions. No cleaning operations will be conducted under the following conditions:

- The relative humidity exceeds 85%.
- When the substrate is damp or covered by frost.
- The surface temperature is less than 3°C above the dew point.

2. Steel Cleanliness and Profile. Surfaces which have become visibly corroded shall be cleaned in accordance with SSPC-SP 11 or SSPC-SP 10, as applicable. Areas where the existing paint has peeled, flaked, blistered, or otherwise become deteriorated shall be cleaned until only sound paint, tightly adherent paint remains. These areas need not be cleaned to SP-11 or SP-10 if the damage does not extend to the steel surface and corrosion of the steel substrate or the mill scale is not evident.

Equipment used shall produce an anchor profile meeting the manufacturer's requirements as reported on the manufacturer's data sheets.

Special attention shall be given to the edges of beam flanges, angles and plates, bearings, rivets, the heads of nuts and bolts, structural steel surrounding bridge joints, and similar surfaces that are marginally accessible and difficult to clean.

The edges of intact paint shall be feathered back and the adjoining paint must be tightly adhered. Ragged or lifting edges on adjoining paint will not be allowed. Adherence will only be considered satisfactory if the adjoining paint is smoothly feathered back, and cannot be removed by lifting with a dull putty knife.

3. Vacuuming. The vacuum assembly on all tools shall be capable of containing all visible dust and debris produced by the operation of the cleaning equipment. Air passing through the vacuum assembly shall be exhausted through a HEPA filter. A HEPA filter shall be defined as a filter that is at least 99.97% efficient for particles that are 0.3 µm in diameter, or larger.

4. Preparation of Remaining Coating. Areas exhibiting damaged or deteriorated paint not extending to the steel shall be power-tool cleaned to remove all damaged or loosely adhered paint and provide a suitable surface for top coating. Loosely adhered paint will lift when scraped with a dull putty knife.

After cleaning and feathering edges, all remaining tightly adhered coating shall be abraded. The abrading operation shall not fracture or remove a significant amount of existing coating, only provide surface profile suitable to receive additional coats of paint. The degree of abrasion shall be in accordance with the manufacturer's recommendations.

ITEM W574 - STRUCTURAL STEEL PAINTING: OVERCOATING AND LOCALIZED

The Contractor shall choose the method of abrasion. No additional payment will be made for the appropriate containment and waste collection required to abrade the surface. Open abrasive blasting to abrade the surface shall require a Class A containment, in accordance with Section 570 *Paint Removal Operations* of the Standard Specifications. All other methods of abrasion shall minimally require the same level of containment as specified in contract documents for a particular structure.

If the Contractor chooses a wet-abrasive method for abrasion, the containment must meet the requirements of SSPC – Guide 6, Class 2W. All water and abrasive must be collected and disposed of as hazardous waste.

All dust, powder, or residual abrasive remaining on the surface after the abrading operation shall be thoroughly removed and the remaining surface cleaned prior to painting.

5. Cleaning Area. The area cleaned shall be limited to that which can be cleaned, inspected and prime coated within a 10 hour period. Cleaned areas shall be inspected by the Engineer prior to priming. Areas that exhibit flash rusting within the 10-hour period or fail to meet the project cleaning standard prior to painting shall be recleaned.

C. Visual and Project Standards. The Contractor shall prepare at least one project cleaning standard for each representative area on the structure that is being prepared for painting. Multiple standards may be required if the cleaned steel differs significantly from the photographic standards due to surface conditions, location from work area, or other factors such as distance of the standard from the work area.

The prepared standard shall generally conform to SSPC VIS 3, *Visual Standard for Power- and Hand-Tool Cleaned Steel*, and shall be approved by the Engineer before the start of general cleaning work. Each cleaning standard shall be at least 300 mm x 300 mm in size, and shall be located in an area of the structure that is accessible to, and approved by the Engineer. The Contractor shall protect the cleaning standard from corrosion and contamination throughout the duration of work by applying a clear coat of polyurethane. At the completion of cleaning work, the project standard shall be recleaned and painted. If the project cleaning standard becomes deteriorated, or otherwise ineffective, it shall be reestablished at no additional cost. Corroded and deteriorated surfaces that have been cleaned using power tools shall be accepted by visual comparison to the project prepared standard(s) for each structure. In case of a dispute over the visual standard, the written standard shall take precedence.

Surface Preparation for Localized Cleaning and Painting. All of the requirements of §574-3.02 shall apply with the exception of abrading the remaining coating. Only tightly adherent existing coating within 150 mm of a power tool cleaned surface shall be abraded.

ITEM W574 - STRUCTURAL STEEL PAINTING: OVERCOATING AND LOCALIZED

Overcoat Painting. The paint shall appear on the NYSDOT's Approved List, 'Structural Steel Paints - Class 2' and be approved for overcoating application.

The Contractor shall apply each coat of paint in the order listed on the NYSDOT's Approved List 'Structural Steel Paints - Class 2.'

A. Atmospheric Conditions. Paint shall not be applied when the receiving surface and ambient temperatures are less than 5°C or greater than 38°C, unless the manufacturer's recommendations for temperature are more restrictive. No paint shall be applied unless the receiving surface is absolutely dry.

Paint shall not be applied when the relative humidity is more than 95% unless the paint manufacturer's requirements are more restrictive. No paint shall be applied during rain.

The Contractor shall observe the dew point restrictions listed on the manufacturer's data sheets.

If an epoxy coating is exposed to cold temperatures or humid conditions outside of the manufacturer's recommended values prior to cure, the surface shall be visually examined for greased or oily surfaces which may have formed. The Engineer may also require the Contractor to use a commercially available amine blush test kit in various locations. If testing indicates the presence of an amine blush or if there is any oily film on the surface, the surfaces shall be cleaned in accordance with paint manufacturer's recommendations at no additional cost.

B. Paint Mixing. All paint shall be thoroughly mixed with mechanical mixers in accordance with the manufacturer's recommendations. After mixing the bottom of the container shall have no unmixed pigment.

C. Solvents and Thinners. Paint may be thinned if recommended by the manufacturer and approved by the Engineer. The primer, if classified as metallic pigmented, shall not be thinned such that the resulting VOC exceeds 500 g/L. The subsequent coats of paints shall not be thinned such that the resulting VOC level exceeds 340 g/L.

Use of unauthorized thinners, or using excess amounts of thinners is prohibited. Any area where unauthorized solvents or thinners are used shall be recleaned and repainted at no additional cost. All thinning shall be performed in the presence of the Engineer.

ITEM W574 - STRUCTURAL STEEL PAINTING: OVERCOATING AND LOCALIZED

D. Paint Application. Painting shall not begin until cleaned surfaces have been inspected and approved by the Engineer. Paint may be applied using spray, brush, or roller, unless otherwise indicated by the contract documents or prohibited by the paint manufacturer. All paint shall be applied so as to produce a uniform, even coating, free of runs, sags, drips, ridges or other defects. Roller nap shall be limited in accordance with the paint manufacturer's recommendation. Areas exhibiting trapped fiber or bristles shall be rejected. Prepared areas that exhibited damaged paint not extending to the steel substrate shall receive two coats of paint: intermediate and finish coat.

Complete protection against paint spatter, spillage, wind-blown paint, or similar releases of paint shall be provided. Covers, tarps, mesh, and similar materials shall be placed around the work area to protect public and private property, pedestrian, vehicular, marine, or other traffic, all portions of the bridge, highway appurtenances, waterways, and similar surrounding areas and property, upon, beneath, or adjacent to the structure. The use of spray equipment for paint application shall be allowed within containments provided that the aforementioned protection against paint release is provided, all equipment used (including tarps, mesh and similar materials) meets all safety requirements for such enclosed use with paint spraying, and all OSHA requirements for safety and ventilation are met.

E. Paint Film Thickness. Paint shall be applied to produce the specified dry-film thickness (DFT) as directed by the range listed on the paint manufacturer's data sheets. The dry-film thickness shall be determined in accordance with SSPC-PA 2, Paint Application Specification No. 2 - *Measurement of Dry Film Thickness with Magnetic Gages*, using a Type 2, fixed-probe magnetic gages. Dry-film thickness gauges shall be calibrated over a cleaned, approved surface.

DFTs of the all coats applied subsequent to the primer shall be determined by subtracting the average DFT readings of the previous coat(s) from the actual DFT readings. An average DFT value shall minimally be recorded and calculated for every 100 m² prepared. The average shall be calculated using a minimum of 5 spot measurements as defined by SSPC-PA2.

Areas failing to meet the specified minimum dry-film thickness shall be top coated with the same paint to produce the total dry film thickness required. The top coating must be performed within the paint manufacturer's specified recoat window.

The Engineer may require any area exceeding the manufacturers recommended dry film thickness to be cleaned to the SSPC-SP 11 or SSPC-SP 10 condition.

F. Painting Schedule. Primer shall be applied as per §574-3.02, B.5 of the Standard Specifications.

The second coat shall be applied within 72 hours of the final cleaning operation.

ITEM W574 - STRUCTURAL STEEL PAINTING: OVERCOATING AND LOCALIZED

To prevent intercoat adhesion failure, recoating must be performed within the manufacturer's recommended recoat window, or 14 days, whichever is shorter. If the contractor fails to recoat within the specified time period, the surface to be painted shall be cleaned and abraded in accordance with manufacturer's recommendations. This work shall be done at no additional cost.

If the steel has become dirty between coats, the Contractor shall wash the bridge again at no additional cost.

Painting for Localized Cleaning and Painting. The paint shall appear on the NYSDOT's Approved List, 'Structural Steel Paints - Class 2' and be approved for localized application.

The Contractor shall apply each coat of paint in the order listed on the NYSDOT's Approved List "Structural Steel Paints - Class 2".

All of the requirements of §574-3.04 of the Standard Specifications shall apply with the exception of area painted. Only areas that have been cleaned shall be painted. Paint shall not extend more than 150 mm beyond all power-cleaned areas.

Disposal of Waste. Unless shown otherwise by the Contractor, all collected waste shall be assumed to contain lead-based paint and therefore shall be handled and treated as hazardous waste. All collected waste shall be disposed of in accordance with §571 of the Standard Specifications.

METHOD OF MEASUREMENT

Overcoating - Lump Sum. The work under this item will be measured on a lump sum basis, per structure to the dimensions shown on the plans.

Overcoating - Square Foot. The measurement of this item will include the area requiring overcoating, measured to the nearest whole square foot.

Localized – Lump Sum. The work under this item will be measured on a lump sum basis, per structure to the dimensions shown on the plans.

Localized - Square Foot. The quantity to be measured will be in square feet of area of steel cleaned and painted, measured to the nearest whole square foot.

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**ITEM W574 - STRUCTURAL STEEL PAINTING: OVERCOATING AND
LOCALIZED**

BASIS OF PAYMENT

The lump sum price bid shall include the cost of all labor, materials, and equipment necessary to complete the work, including the cost of containment operations, painting and disposal of collected waste.

Progress payments will be based on the percentage of steel cleaned and painted. 60% of the quantity will be paid for surface preparation and priming. The remaining amount will be paid following the satisfactory completion of work.

Payment will be made under:

Item No.	Item	Pay Unit
W574.01nn	Structural Steel Painting: Overcoating	Lump Sum
W574.02nn	Structural Steel Painting: Overcoating	Square Foot
W574.03nn	Structural Steel Painting: Localized	Lump Sum
W574.04nn	Structural Steel Painting: Localized	Square Foot

NOTE: nn denotes a serialized pay item, if necessary.

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**SPECIAL NOTICE - ITEM W574 - STRUCTURAL STEEL PAINTING:
OVERCOATING AND LOCALIZED**

The provisions of the following items shall be included in the price bid for Item W574 as part of the paint removal operations:

<u>Item No.</u>	<u>Item Description</u>	<u>Yes</u>	<u>No</u>
570.01	Lead Exposure Control Plan	X	
570.02	Medical Testing	X	
570.03	Personal-Exposure-Monitoring Sample Analysis	X	
570.04	Decontamination Facilities	X	
570.09	Environmental Ground Protection		X
570.10	Environmental Waterway Protection	X	
570.15nnnn	Class A Containment		X
570.16nnnn	Class B Containment	X	

NOTE: nnnn denotes a serialized pay item, if necessary

ITEM 595.9820 18 – SPRAY-APPLIED WATERPROOFING MEMBRANE

DESCRIPTION

Furnish and install a spray-applied, waterproofing membrane system in accordance with the contract documents, approved Material Detail Sheets, and as directed by the Engineer. Include all surface preparation and quality-control testing of substrates and the applied membrane.

MATERIALS

Use a spray-applied, waterproofing membrane system appearing on the Department's Approved List; Materials and Equipment for Use on New York State Department of Transportation Projects. The membrane system shall meet the requirements found under the **Membrane System Application and Quality-Control Testing** section of this specification.

BASIS OF ACCEPTANCE.

Spray-applied, waterproofing membranes will be accepted on the basis of the Manufacturer's name, the brand name of the system, and approved Material Detail Sheets appearing on the Department's Approved List of Materials and Equipment for use on NYSDOT Projects.

CONSTRUCTION DETAILS

General. Arrange for the membrane system manufacturer to have a competent technical representative with necessary equipment to perform the quality-control testing at the job site during all phases of preparation and installation. The technical representative is responsible to perform quality-control testing during membrane application. The technical representative will present all quality-control testing equipment to the Engineer to verify calibration dates and demonstrate their competency to perform quality control testing.

Supply Material Safety Data Sheets (MSDS) and approved Material Detail Sheets prepared by the membrane manufacturer to the Engineer a minimum of two weeks prior to the scheduled commencement of work. Protect personnel exposed to primers and membranes in accordance with MSDS. Store all components of the membrane system, including broadcast aggregates, at the job site in accordance with approved Material Detail Sheets.

Use tarpaulin or other suitable masking to protect traffic, the surrounding environment, and adjacent features from over spraying.

Membrane System Application and Quality-Control Testing.

Substrate Preparation. Prepare all surfaces that are to receive the membrane system in accordance with the approved Material Detail Sheets. Blast clean all surfaces as a minimum. Remove residual matter using brooms and oil/moisture-free compressed air.

ITEM 595.9820 18 – SPRAY-APPLIED WATERPROOFING MEMBRANE

Substrate Moisture Content and Temperature. Measure the surface moisture content and temperature before applying the primer and membrane. The surface moisture content and temperature will be within allowable tolerances as stated in the approved Material Detail Sheets. Perform one test for every two hundred square meters of area as specified in the contract documents or a minimum of three tests.

Substrate Cohesion/Primer Adhesion. After the substrate has been prepared to the satisfaction of the Engineer, test the cohesion of the substrate and the adhesion of the primer to the substrate in accordance with *ASTM D4541 – Pull-Off Strength of Coatings Using Portable Adhesion Testers*. Conduct tests after the primer has sufficiently cured as determined by the technical representative. Perform one test for every two hundred square meters of prepared substrate area, and at locations where deficient adhesion is suspected by the Engineer or a minimum of three tests. Minimum adhesion strengths of 2 MPa for each test on steel or 1 MPa on Portland Cement Concrete substrates are required before applying primer to the remaining surface area.

Primer Application. Apply primer to the remaining substrate surface area at a rate specified in the approved Material Detail Sheets.

Membrane Application. Apply each course of the membrane at a rate specified in the approved Material Detail Sheets.

Membrane Thickness. Measure the wet-film thickness of each course of membrane using a standard combtype thickness gauge or measure the dry-film thickness of each course of membrane using a dry-film thickness gauge for nonferrous substrates. Submit alternative methods for measuring thickness to the Engineer for approval.

Take one measurement for every nine square meters of membrane applied. The measured thickness of each course of the membrane and the entire thickness of the finished membrane will be greater than or equal to the depth specified in approved Material Detail Sheets.

Membrane Pin Holes. Test for pin holes in the cured membrane system over the entire application area in accordance with *ASTM D4787 – Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates*. Conduct the test at voltages recommended by the manufacturer to prevent damage to the membrane.

Membrane Adhesion. Test the adhesion of the membrane system to the substrate in accordance with *ASTM D4541 – Pull-Off Strength of Coatings Using Portable Adhesion Testers*. Conduct tests after the membrane system has sufficiently cured as determined by the technical representative. Perform one test for every two hundred square meters of membrane applied, and at locations where deficient adhesion is suspected by the Engineer or a minimum of three tests. Minimum adhesion strengths of 2 MPa for each test on steel or 1 MPa on Portland Cement Concrete substrates are required.

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Repair and correct any deficiencies in the membrane system and substrate noted during quality-control testing as recommended by the manufacturer's representative to the satisfaction of Engineer at no additional cost to the State.

Binder Aggregate Application. When cold-applied, wearing-surface overlays are specified, or additional shear resistance between the membrane and the wearing surface is desirable, broadcast an aggregate binder onto the membrane in accordance with the approved Material Detail Sheets.

Apply the aggregate binder to the membrane before the membrane cures and as specified in the approved Material Detail Sheets. The aggregate and membrane will be fully integrated after the aggregate has been applied and the membrane has cured. Remove loose aggregate with brooms or oil/moisture-free compressed air before applying the tack coat.

Tack Coat Application. Apply a tack coat to the finished membrane system if needed and as specified in the Material Detail Sheets prior to overlaying the membrane with a wearing surface.

METHOD OF MEASUREMENT

This work will be measured as the number of square meters of spray-applied, waterproofing membrane system satisfactorily furnished and installed as shown on the contract plans or ordered by the Engineer.

BASIS OF PAYMENT

The unit price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

ITEM 18685.07 – EPOXY REFLECTORIZED PAVEMENT MARKINGS – 20 MILS (WET
NIGHT VISIBILITY SPHERES)
ITEM 18685.08 – EPOXY REFLECTORIZED PAVEMENT MARKINGS – 15 MILS (WET
NIGHT VISIBILITY SPHERES)

DESCRIPTION

Under this work the contractor shall furnish and apply epoxy reflectorized pavement markings in accordance with these specifications, the Contract Documents, the NYSMUTCD, or as ordered by the Engineer.

The epoxy marking material shall be hot-applied by spray methods onto bituminous and portland cement concrete pavement surfaces at the thickness and width shown on the Contract Documents. Following a simultaneous application of Type I and Type II glass beads, the cured epoxy marking shall be an adherent reflectorized stripe that will provide wet night reflectivity.

MATERIALS REQUIREMENTS

A. Epoxy Material

1.0. Composition

The epoxy resin composition shall be specifically formulated for use as a pavement marking material and for hot-spray application at elevated temperatures. The type and amounts of epoxy resins and curing agents shall be at the option of the manufacturer, providing the other composition and physical requirements of this specification are met.

The epoxy marking material shall be a two-component (Part A and Part B), 100% solids type system formulated and designed to provide a simple volumetric mixing ratio (e.g. two volumes of Part A to one volume of Part B).

The epoxy marking material shall be supplied as either a regular-dry or a slow-dry material. Regular-dry may be used for all marking patterns. Slow-dry material is intended for marking hatchlines, edgelines, and other marking patterns located out of the general path of traffic.

Part A of both white and yellow shall conform to the following requirements:

PERCENT BY WEIGHT OF PART A

WHITE

*Pigment – 18 Minimum, Titanium Dioxide (ASTM D476, Type II)
Epoxy Resin - 75 to 82

YELLOW

*Pigment – 23 Minimum, Medium Chrome Yellow (ASTM D211, Type III)
Epoxy Resin – 70 to 77

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* The entire pigment composition shall consist of either titanium dioxide or medium chrome yellow. No extender pigments are permitted. The white pigment, upon analysis, shall contain a minimum of 16.5% TiO₂ (100% purity). The yellow pigment, upon analysis, shall contain a minimum of 20% PbCrO₄ (100% purity).

The epoxy content of the epoxy resin in Part A will be tested in accordance with ASTM D1652 and calculated as the weight per epoxy equivalent (WPE) for both white and yellow. The epoxy content will be determined on a pigment free basis. The epoxy content (WPE) shall meet a target value provided by the manufacturer and approved by the Director, Materials Bureau. A ± 50 tolerance will be applied to the target value to establish the acceptance range.

The amine value of Part B shall be tested in accordance with ASTM D2074* to determine its total amine value. The total amine value shall meet a target value provided by the manufacturer and approved by the Director, Materials Bureau. A ± 50 tolerance will be applied to the target value to establish the acceptance range.

*The manufacturer may specify an alternate test method for determining the amine value subject to the approval of the Director, Materials Bureau.

2.0. Physical Properties of Mixed Components (Part A & Part B)

Unless otherwise noted, all samples are to be prepared and tested at an ambient temperature of 73 $\pm$ 5°F.

- 1) Color. The white epoxy composition, when applied at a wet film thickness of 15 $\pm$ 1 mils and allowed to cure, shall be a reasonable visual match to Munsell Book Notation 5PB 9/1 (ASTM D1535).

The yellow epoxy composition, when applied at a wet film thickness of 15 $\pm$ 1 mils and allowed to cure, shall be a reasonable visual match to Munsell Book Notation 10YR 8/14 (ASTM D1535).

- 2) Directional Reflectance. The white epoxy composition (without glass spheres) shall have a daylight directional reflectance of not less than 84% relative to a magnesium oxide standard when tested in accordance with ASTM E97.

The yellow epoxy composition (without glass spheres) shall have daylight directional reflectance of not less than 55% relative to a magnesium oxide standard when tested in accordance with ASTM E97.

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- 3) Drying Time (Laboratory). When tested in accordance with ASTM D711 as modified below, regular-dry epoxy marking material shall reach a no-pick-up time in 30 minutes or less. Under these same test conditions, slow-dry epoxy marking material shall reach a no-pick-up time in 60 minutes or less. A Bird Applicator or other suitable instrument shall be used to spread a uniform 15 ± 1 mil thick wet film.

Type I reflective glass spheres shall be immediately dropped onto the epoxy composition, followed by application of Type II glass spheres. Each type shall be applied at the rate of 10 lbs. per gallon of epoxy (total 20 lbs. per gallon).

- 4) Drying Time Field. When installed at 77°F at the specified wet film thickness and reflectorized with Type I and Type II glass spheres, regular-dry and slow-dry epoxy markings shall reach a no-track condition in approximately 30 minutes, and 60 minutes, respectively.

Dry to "no-tracking" shall be considered as the condition where no visual deposition of the epoxy marking to the pavement surface is observed when viewed from a distance of 50 feet, after a passenger car is passed over the line.

- 5) Abrasion Resistance. The wear index of the composition shall not exceed 82 when tested in accordance with ASTM C501 using a CS-17 wheel and under a load of 1000 grams for 1000 cycles. Samples shall be allowed to cure for not less than 72 hours nor more than 96 hours prior to testing.
- 6) Hardness. The epoxy composition when tested in accordance with ASTM D2240 shall have a Shore D hardness of between 75 and 100. Samples shall be allowed to cure for not less than 72 hours nor more than 96 hours prior to testing.
- 7) Infrared Spectrophotometer Analysis (ASTM D2621). Samples of both Part A and Part B shall be analyzed by infrared spectrography to verify that the materials submitted for use are of an identical formulation as originally accepted by the Materials Bureau for the Department's "Approved List" of materials. Significant deviations, as determined by comparison with acceptable formulations, shall not be allowed.

B. Reflective Glass Spheres

Type I and Type II reflective glass spheres for drop-on application shall conform to the following requirements.

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The glass spheres shall be colorless, clean, transparent, free from milkiness or excessive air bubbles, and essentially clean from surface scarring or scratching. They shall be spherical in shape and at least 70% of the glass beads shall be true spheres. Type I spheres shall be tested for roundness according to the procedural directives of the Materials Bureau. Type II spheres shall be tested in accordance with ASTM D1155, Procedure A.

The refractive index of the spheres shall be a minimum of 1.50 as determined by the liquid immersion method at 25°C.

The silica content of the glass spheres shall not be less than 60%.

The glass spheres, Type I and II, shall be coated with a silane-type adherence coating to enhance their embedment in, and adherence to the applied epoxy binder film. The coated beads shall emit a yellow-green fluorescence when tested by the Dansyl Chloride test procedure. Detailed requirements and procedures are available from the Materials Bureau.

The glass spheres shall have the following gradation when tested in accordance with ASTM D1214.

<u>TYPE I</u>		<u>TYPE II</u>	
U.S. Standard <u>Sieve No.</u>	Total Percent <u>Passing</u>	U.S. Standard <u>Sieve No.</u>	Total Percent <u>Passing</u>
Passing #10	100	Passing #20	100
Passing #12	95-100	Passing #30	80-95
Passing #14	75-95	Passing #50	9-42
Passing #16	10-47	Passing #80	0-10
Passing #18	0-7		
Passing #20	0-2		

C. Packaging and Shipment

Epoxy pavement marking materials shall be shipped to the job site in strong, substantial containers. Individual containers shall be plainly marked with the following information:

- a) Name of Product
- b) Item Number
- c) Lot Number
- d) Batch Number
- e) Test Number
- f) Date of Manufacture
- g) Date of Expiration of Acceptance (6 months from date of manufacture)
- h) The Statement (as appropriate)

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Part A – Contains Pigment & Epoxy Resin

Part B - Contains Catalyst

- i) Quantity
- j) Mixing proportions, Application Temperature and Instructions
- k) Safety Information
- l) Manufacturer's Name and Address

Reflective glass spheres shall be shipped in moisture resistant bags. Each bag shall be marked with the name and address of the manufacturer, the type (I or II) of glass sphere, and net weight of the material.

D. Basis of Acceptance

Only epoxy pavement marking materials from manufacturers appearing on the Department's Approved List shall be considered for acceptance. Details for obtaining Approved List status are available from the Materials Bureau.

Epoxy pavement marking materials will be sampled and tested in accordance with the procedural directives of the Materials Bureau. Samples will be taken at the manufacturing location and considered for acceptance in stock lot quantities.

Department red and green metal security seals will be placed on containers of pavement marking materials that meet specifications. The colored metal security seals serve as the evidence of acceptance for epoxy material delivered to the job site.

All acceptances of uninstalled epoxy marking material shall expire six (6) months after the date of manufacture.

Reflective glass spheres may be accepted at the job site on the basis of the Manufacturer's certification, or they may be submitted to the Materials Bureau for testing.

EPOXY APPLICATING EQUIPMENT

Mobile applying equipment for the placement of epoxy reflectORIZED pavement markings shall be approved by the Director (Materials Bureau) prior to the start of work.

In general, a mobile applicator shall be a truck mounted, self-contained pavement marking machine, specifically designed to apply epoxy resin materials and reflective glass spheres in continuous and skip-line patterns. The applying equipment shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. In addition, the truck mounted unit shall be provided with accessories to allow for the marking of legends, symbols, crosswalks, and other special patterns.

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At any time throughout the duration of the project, the Contractor shall provide free access to his epoxy applying equipment for inspection by the Engineer or his authorized representative.

The Engineer may approve the use of a portable applicator in lieu of mobile truck mounted accessories for use in applying special markings only, provided such equipment can demonstrate satisfactory application of reflectORIZED epoxy markings in accordance with these specifications.

Mobile applying equipment shall be capable of installing up to 100,000 lineal feet of epoxy reflectORIZED pavement markings in an eight hour day and shall include the following features:

- 1) Individual tanks for the storage of Part A and Part B of the epoxy resin.
- 2) Individual tanks for the storage of Type I and Type I1 glass spheres. Each tank shall have a minimum capacity of 3000 lbs.
- 3) Heating equipment of sufficient capacity to maintain the individual epoxy resin components at the manufacturer's recommended temperature for spray application.
- 4) Individual dispensers for the simultaneous application of Type I and Type II glass spheres. Each dispenser shall be capable of applying spheres at a minimum rate of 10 pounds per gallon of epoxy resin composition.
- 5) Metering devices or pressure gauges on the proportioning pumps, positioned to be readily visible to the Engineer.
- 6) All necessary spray equipment, mixers, compressors, and other appurtenances for the placement of epoxy reflectORIZED pavement markings in a simultaneous sequence of operations as described in Construction Details, D. Application of Epoxy ReflectORIZED Pavement Markings.

CONSTRUCTION DETAILS

A. General

All pavement markings and patterns shall be placed as shown on the Contract Documents and in accordance with the New York State, Manual of Uniform Traffic Control Devices (MUTCD).

Before any pavement marking work is begun, a schedule of operations shall be submitted for the approval of the Engineer.

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At least five (5) days prior to starting striping, the Contractor shall provide the Engineer with the epoxy manufacturer's written instructions for use. These instructions shall include, but not be limited to, material mixing ratios and application temperatures. When pavement markings are applied under traffic, the Contractor shall provide all necessary flags, markers, signs, etc. in accordance with the MUTCD to maintain and protect traffic, and to protect marking operations and the markings until thoroughly set.

The application of pavement markings shall be done in the general direction of traffic. Striping against the direction of traffic flow shall not be allowed.

The Contractor shall be responsible for removing, to the satisfaction of the Engineer, all tracking marks, spilled epoxy, and epoxy markings applied in unauthorized areas.

When necessary the Contractor shall establish marking line points at thirty foot (30') intervals throughout the length of the pavement or as directed by the engineer.

B. Atmospheric Conditions

Epoxy pavement markings shall only be applied during conditions of dry weather and on substantially dry pavement surfaces. At the time of installation the pavement surface temperature shall be a minimum of 50°F and the ambient temperature shall be a minimum of 50°F and rising. The Engineer shall be the sole determiner as to when atmospheric conditions and pavement surface conditions are such to produce satisfactory results.

C. Surface Preparation

The Contractor shall clean the pavement and existing durable markings to the satisfaction of the Engineer.

Surface cleaning and preparation work shall be performed only in the area of epoxy markings application.

At the time of application all pavement surfaces and existing durable markings shall be free of oil, dirt, dust, grease and similar foreign materials. The cost of cleaning these contaminants shall be included in the bid price of this item.

In addition, concrete curing compounds on new portland cement concrete surfaces and existing painted pavement markings on both concrete and bituminous pavement surfaces shall be cleaned and paid for in accordance with Section 635, Cleaning and Preparation of Pavement Surfaces for Pavement Markings.

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D. Application of Epoxy ReflectORIZED Pavement Markings

Epoxy reflectORIZED pavement markings shall be placed at the width, thickness, and pattern designated in the Contract Documents.

Marking operations shall not begin until applicable surface preparation work is completed and approved by the Engineer, and the atmospheric conditions are acceptable to the Engineer.

Pavement markings shall be applied by the following simultaneous operation:

- 1) The pavement surface is air-blasted to remove dirt and residues.
- 2) The epoxy resin, mixed and heated in accordance with the manufacturer's recommendations, is uniformly hot-sprayed onto the pavement surface at the minimum specified thickness.
- 3) Type I and Type II reflective glass spheres are injected into or dropped onto the liquid epoxy marking. Type I beads shall be applied first immediately followed by the application of Type II beads. Each type shall be applied at a minimum rate of 10 pounds per gallon of epoxy resin (minimum total application = 20 lbs./gal).

E. Defective Epoxy Pavement Markings

Epoxy reflectORIZED pavement markings, which after application and curing are determined by the Engineer to be defective and not in conformance with this specification, shall be repaired. Repair of defective markings shall be the responsibility of the Contractor and shall be performed to the satisfaction of the Engineer as follows:

1. Insufficient film thickness and line width; insufficient glass bead coverage or inadequate glass bead retention.

Repair Method. Prepare the surface of the defective epoxy marking by grinding or blast cleaning. No other cleaning methods will be allowed. Surface preparation shall be performed to the extent that a substantial amount of the reflective glass spheres are removed and a roughened epoxy marking surface remains.

Immediately after surface preparation, remove loose particles and foreign debris by brooming or blasting with compressed air. Repair shall be made by restriping over the cleaned surface in accordance with the requirements of this specification and at the full thickness indicated in the Contract Documents.

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2. Uncured or discolored epoxy*; insufficient bond (to pavement surface or existing durable marking).

Repair Method. The defective epoxy marking shall be completely removed and cleaned to the underlying pavement surface in accordance with the requirements of Section 635 – Cleaning and Preparation of Pavement Surfaces, at the Contractor's expense.

The extent of removal shall be the defective area plus any adjacent epoxy pavement marking material extending one foot in any direction.

After surface preparation work is complete, repair shall be made by reapplying epoxy over the cleaned pavement surface in accordance with the requirements of this specification.

*Uncured epoxy shall be defined as applied material that fails to cure (dry) in accordance with the requirements of this specification: MATERIALS. A., 2.0 paragraph d. Drying Time (Field); or applied material that fails to cure (dry) within a reasonable time period under actual field conditions, as defined by the Engineer.

Discoloration shall be defined as localized areas or patches of brown, grayish or black colored epoxy marking material. These areas often occur in a cyclic pattern and often are not visible until several days or weeks after markings are applied.

Other defects not noted above, but determined by the Engineer to need repair, shall be repaired or replaced as directed by and to the satisfaction of the Engineer.

All work in conjunction with the repair or replacement of defective epoxy reflectORIZED pavement markings shall be performed by the Contractor at no additional cost to the State.

METHOD OF MEASUREMENT

Pavement striping will be measured in linear feet along the centerline of the pavement stripe and will be based on a 4" wide stripe. Measurement for striping with a width greater than the basic 4", as shown on the plans or directed by the Engineer, will be made by the following method:

$$\frac{\text{Plan Width of Striping (inches)} \times \text{Linear Feet}}{4''}$$

Letters and symbols will be measured by each unit applied. A unit will consist of one letter or one symbol. Example: "SCHOOL" would be paid as six units.

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BASIS OF PAYMENT

The accepted quantities of markings will be paid for at the contract unit price, which shall include the cost of furnishing all labor, materials and equipment to satisfactorily complete the work. The cost for maintaining and protecting traffic during the marking operations shall be included in the price bid. The cost of removal of concrete curing compounds and existing pavement markings will be paid under separate items and are not included in this item.

No payment will be made for the repair or replacement of defective epoxy reflectorized pavement markings.

No payment will be made for the number of linear feet of skips in the dashed line.

<u>PAY ITEM NO.</u>	<u>ITEM</u>	<u>PAY UNIT</u>
18685.072001	White Epoxy Reflectorized Pavement Stripes - 20 Mils (Wet Night Visibility Spheres)	Linear Feet
18685.072002	Yellow Epoxy Reflectorized Pavement Stripes - 20 Mils (Wet Night Visibility Spheres)	Linear Feet
18685.072003	White Epoxy Reflectorized Pavement Letters - 20 Mils (Wet Night Visibility Spheres)	Each
18685.072004	White Epoxy Reflectorized Pavement Symbols – 20 Mils (Wet Night Visibility Spheres)	Each
18685.081501	White Epoxy Reflectorized Pavement Stripes - 15 Mils (Wet Night Visibility Spheres)	Linear Feet
18685.081502	Yellow Epoxy Reflectorized Pavement Stripes – 15 Mils (Wet Night Visibility Spheres)	Linear Feet
18685.081503	White Epoxy Reflectorized Pavement Letters - 15 Mils, (Wet Night Visibility Spheres)	Each
18685.081504	White Epoxy Reflectorized Pavement Symbols - 15 Mils (Wet Night Visibility Spheres)	Each

ITEM W800 - MISCELLANEOUS ADDITIONAL WORK

DESCRIPTION:

Under this item the Contractor shall furnish all labor, materials, 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

METHOD OF MEASUREMENT:

Only that miscellaneous work shall be performed by the Contractor and will be paid for by the County, which has been authorized by the Inspector in writing, prior to its commencement.

Article 20 of the Information for Bidders, entitled " Increase or Decrease of Quantities: Elimination of Items", will still apply relative to the percentage of the total awarded contract price that the work under the contract may be increased or decreased.

PAYMENT:

The total amount paid the Contractor under this item will be determined in accordance with the provisions of Article 28 of the General Clauses, entitled " Extra Work: Increased Compensation/Decreased Work: Credit to the Owner", and such payment will include only that overhead and profit that is applicable to the work performed under this item.

Each contractor shall include in his total bid the fixed lump sum printed in the Proposal, and any bid other than the specified amount will be considered informal.

ITEM W841 - SAW CUT EXISTING BITUMINOUS CONCRETE OVERLAY

DESCRIPTION:

This work shall consist of saw cutting the existing bituminous concrete overlay where shown on the plans or as directed by the Engineer.

MATERIALS:

Not applicable.

CONSTRUCTION DETAILS:

The Contractor shall saw the existing pavement along a neat line as shown on the plans and typical sections with an approved power saw.

Care shall be taken not to disturb or damage existing utilities located in the pavement area.

The pavement shall be cut to a minimum of two inches. The cut must provide a neat, straight line to the satisfaction of the Engineer.

METHOD OF MEASUREMENT:

The quantity to be paid for under this item shall be the number of linear feet of pavement, saw cut in accordance with the plans, specifications or as directed by the Engineer.

BASIS OF PAYMENT:

The unit price bid per linear foot shall include the cost of all labor, materials and equipment necessary to complete the work.

ITEM W851 - TESTING OF MATERIALS AND FIELD TESTING EQUIPMENT

DESCRIPTION:

Under this item the Contractor shall include in their bid the fixed lump sum printed in the Proposal opposite this item for testing and inspection fees and costs and for the purchase of field testing equipment.

Cement, concrete aggregates, concrete, bituminous paving materials, structural and reinforcing steel, waterproofing, and any other material shall be tested and inspected in such amounts and as directed by the Engineer. The laboratories shall be selected and all arrangements will be made by the Engineer.

Field testing equipment such as sieves, beakers, scales, drying pans and measures and any other material testing equipment shall be purchased for the Engineer's use according to his direction. The equipment shall remain the property of the County.

The Contractor shall submit all bills and vouchers for testing and inspection services and costs and testing equipment to the Engineer for audit and approval before payment. After payment, a receipted copy of each bill or voucher shall be returned to the Engineer. All bids shall be paid within 30 days after their approval by the Engineer.

Bills not paid within 30 days will be paid by the County and the amounts of such payments shall be deducted from the Contractor's estimates together with a collection charge of 3% of the amounts so paid by the County.

PAYMENT:

The amount paid the Contractor under this item shall be the actual total amount of the bills and vouchers approved by the Engineer for Testing and Inspection of Materials and Purchase of Field Testing Equipment. The actual amount may be more or less than the amount stipulated above.

The amount printed on the Proposal appears for purpose of canvas. Any other than the specified amount will be considered informal.