



ESSEX COUNTY

OFFICE OF THE MANAGER

7551 Court Street · P.O. Box 217 · Elizabethtown, New York 12932
Telephone (518) 873-3333 · Fax (518) 873-3339

Daniel L. Palmer
County Manager

Linda M. Wolf
Purchasing Agent

TO: All Bidders

FROM: Linda Wolf, CPA, Purchasing Agent

DATE: May 23, 2012

SUBJECT: Addendum #1 HNH ASBESTOS ABATEMENT

This Addendum, issued to bid document holders of record, indicates changes to the bid documents for the *HNH ASBESTOS ABATEMENT* Bid Opening June 7, 2012.

**Please note the following change to the INSTRUCTIONS TO BIDDERS
Section 4 Pre-Bid Conference and Walk-through Inspection, Page 2:**

- 1. The Pre-Bid Conference is not mandatory. Bids will be accepted from Bidders who did not attend the Pre-Bid Conference and Walk-through Inspection.**

END OF ADDENDUM #1

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Undersigned, on behalf of the Essex County Board of Supervisors, will accept sealed bids until June 7, 2012 for Asbestos Abatement at the Horace Nye Nursing Home, Elizabethtown, NY.

A pre-bid conference and walk-through conducted by ATC Associates, Inc. shall be held at 10:00 AM on May 23, 2012 at **Essex County Horace Nye Nursing Home** located at **81 Park Street, Elizabethtown, New York**. All contractors who plan to submit a bid on asbestos abatement at the facility are urged to attend.

The bids shall be opened and read aloud on June 7, 2012 at the Office of the Purchasing Agent, 7551 Court Street, Elizabethtown, New York, at 2:00 P.M. If additional information concerning the bidding is required, call (518) 873-3332.

All bids submitted in response to this notice shall be marked "SEALED BID – Asbestos Abatement" clearly on the outside of the envelope. All bids shall be submitted on the bid sheets included in the package, and no other forms shall be accepted.

Specifications and standard proposals for the proposed work may be obtained at the above address or on the County's website at www.co.essex.ny.us.

Essex County reserves the right to reject any and all bids not considered to be in the best interest of Essex County, and to waive any technical or formal defect in the bids which is considered by Essex County to be merely irregular, immaterial, or unsubstantial.

In addition to bid sheets, the bidder shall submit executed non-collusion bid certificates signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103d.

Attention of the bidders is particularly called to the requirements as to the conditions of employment to be observed and minimum wage rates under the Contract

Each proposal must be accompanied by either a Certified Check or a Bid Bond, in a form acceptable to the Essex County Attorney, payable to Essex County Treasurer in the amount of five percent (5%) of amount of the bid.

All Certified Checks and Bid Bonds, except those of the three (3) low bidders will be returned within ten (10) days after the bids are opened. The checks or bonds of the three (3) low bidders will be returned after the execution of the Contract.

A labor and material Payment Bond and a Performance Bond in the form contained in the Contract documents will be required of the successful Bidder.

A Contract awarded pursuant to this notice shall be subject to the provisions of Sections 103-1, 103-b and 103-d of the General Municipal Law.

PLEASE TAKE FURTHER NOTICE that Essex County affirmatively states that in regard to any contract entered into pursuant to this notice, without regard to race, color, sex, religion, age, national origin, disability, sexual preference or Vietnam Era veteran status, disadvantaged and minority or women-owned business enterprises will be afforded equal opportunity to submit bids in response hereto.

Dated: May 16, 2012

Linda M. Wolf, CPA
Purchasing Agent
Essex County Government Center
7551 Court Street – PO Box 217
Elizabethtown, New York 12932
(518) 873-3332

SPECIFICATIONS FOR ASBESTOS REMOVAL

**ESSEX COUNTY HORACE NYE NURSING HOME
81 PARK STREET
ELIZABETHTOWN, NY 12932**

This project entails removal of approximately 200 square feet of asbestos containing 9" x 9" vinyl floor tile with associated adhesive, 18 – 6" Mudded Joint Packings (MJP), and 9 – 2" MJP within the facility. Asbestos abatement activities are anticipated to begin on July 2, 2012 and to be completed by July 16, 2012.

Bidder must supply the following with the bid package: the names and certification numbers of New York certified workers and supervisors currently employed by the bidding contractor, the number of years the contractor has been in business and a list of comparable projects conducted in the last two years. The project list should include the project name, location, property owner's name and phone number.

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Figure 1 – Work Area 1

DISCLOSURE STATEMENT

ALL INFORMATION CONTAINED IN OR DISCLOSED BY THIS
DOCUMENT IS CONSIDERED CONFIDENTIAL AND PROPRIETARY INFORMATION
BY
ATC ASSOCIATES INC.

IT SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF
ATC ASSOCIATES INC.

INSTRUCTIONS TO BIDDERS

1.0 Defined Terms

Terms used in these Instructions to Bidders which are defined in the General Conditions of the Contract for Construction (AIA Document No. A201) have the meanings assigned to them in the General Conditions. The term "Bidder" means one that submits a Bid directly to an Owner, as distinct from a "Sub-Bidder", who submits a Bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Invitation to Bid, Instructions to Bidders, Bid Form, and proposed Contract Documents (including all Addenda issued prior to execution of the Contract).

2.0 Copies of Bidding Documents

- 2.1 Complete sets of Bidding Documents may be obtained at the Pre-Bid Conference.
- 2.2 Complete sets of Bidding Documents must be used to prepare Bids. Neither Owner nor Owner's Representative assume any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.
- 2.3 Owner and Owner's Representative, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3.0 Qualifications of Bidders

- 3.1 Each Bid must include evidence of Bidder's ability to complete the work in accordance with the contract documents. Bidder shall submit the company's balance sheet for the latest fiscal year and other sufficient financial data in order to demonstrate to the Owner the Bidder's or Bidding Company's financial capabilities.
- 3.2 Each Bid must include General Bid Form, Bid Security in the amount of 5% of the total bid (certified check or bid bond), Patent Infringement Form, and Form of Non-collusive Affidavit.
- 3.3 Each Bid must contain a list of Supervisors and their State Certifications to be used in this Project and resumes of key personal assigned to this project with their experience in asbestos abatement work.
- 3.4 Each Bid must contain a list of Sub-Bidders proposed to be used in this Project.
- 3.5 Each Bid must contain a copy of an Insurance Certificate from a similar size project.
- 3.6 Each Bid must include a list of three recent Asbestos Abatement projects of the size and kind of this Work, successfully completed by the Bidder, with the names and phone numbers of contact persons.

- 3.7 Each Bid must include a list of:
1. All citations and/or violations issued by regulatory agencies and/or judgments against Bidder from a court of law.
 2. All assessed penalties or liquidated damages, and the project in which they occurred.
 3. Any and all contract termination's.
- 3.8 Each Bid must include a list of the total number of supervisors and workers intended to be assigned to this Project.
- 3.9 Each Bid must include the name, address, and license number of the waste hauler and disposal site.
- 3.10 Each Bid must include documentation of the categories and amount of the contractors insurance coverage.
- 3.11 Each Bid must include a time and materials rate sheet.

4.0 Pre-Bid Conference and Walk-through Inspection

- 4.1 A mandatory Pre-Bid Conference and Walk-through Inspection will be held at the time and place indicated in the Invitation to Bid. Bids will not be accepted from Bidders who do not attend the Pre-Bid Conference and Walk-through Inspection.

5.0 Examination of Contract Documents and Project Site

- 5.1 It is the responsibility of each Bidder, before submitting its Bid, to do each of the following:
1. Examine the Contract Documents thoroughly.
 2. Visit the Project Site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work.
 3. Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work.
 4. Study the Contract Documents and carefully correlate Bidder's own observations with the Contract Documents.
 5. Notify Owner's Representative of all conflicts, errors, or discrepancies noted in the Contract Documents.
- 5.2 Before submitting a Bid, each Bidder will be responsible to make or obtain such explorations, tests, and data concerning physical conditions (surface and subsurface) at or contiguous to the Project Site which may affect the cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other Terms and Conditions of the Contract Documents.
- 5.3 Upon approved request, Owner will provide each Bidder access to the Project Site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the Site to its former condition upon completion of such

explorations. Any areas contaminated by such explorations shall be properly cleaned immediately by the Bidder at no expense to Owner.

- 5.4 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
- 5.5 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Specification, that without exception the Bid is premised upon performing and furnishing the Work required by the techniques, sequence, and procedures of construction indicated, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all Terms and Conditions for performance and furnishing of the Work.
- 5.6 No claim for any extra moneys will be allowed because of unintentional error or conflicts in the Contract Documents.

6.0 Interpretations and Addenda

- 6.1 All questions regarding the meaning or intent of the Contract Documents are to be directed to Owner's Representative and their decision shall be binding and final. Interpretations or clarifications considered necessary by Owner's Representative in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received Bidding Documents. Verbal and other interpretations or clarifications will be without legal effect.
- 6.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Owner's Representative, or as required by law.

7.0 Bid Security

- 7.1 Each bid must be accompanied by bid security made payable to Owner in an amount of five percent of the Bidder's maximum bid price and in the form of a certified check or a bid bond (of a form similar to AIA Document A310 – "Bid Bond" 1970 Edition) issued by a surety meeting the requirements of Paragraph 5 of the AIA Document A201 General Conditions.
- 7.2 The bid security of the successful Bidder will be retained until such Bidder has executed the agreement and furnished the required contract security, whereupon the bid security will be returned. If the successful Bidder fails to execute and deliver the agreement and furnish the required contract security within ten days after the Notice of Award, Owner may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of other bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the effective day of the agreement or the forty-fifth day after the bid opening, whereupon bid security furnished by such bidders will be returned. Bid security with bids, which are not competitive, will be returned within twenty days after the bid opening.

8.0 Contract Time

The number of days within which the work is to be completed and ready for re-occupancy by the Owner shall be as set forth in the Specification and/or the Agreement.

9.0 Liquidated Damages

Provisions for liquidated damages, are set forth in Section 3.2 of the Agreement and in the Supplementary General Conditions.

10.0 Substitute or "Or-Equal" Items

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specification, without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specification that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor (if acceptable to Owner's Representative), application for such acceptance will not be considered by Owner's Representative until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Owner's Representative is set forth in the General Conditions and may be supplemented in the Supplementary Conditions.

11.0 Bid Form

11.1 The Bid Form is included with the Bidding Documents.

11.2 All blanks on the Bid Form must be completed in ink or by typewriter.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. Corporate address and state of incorporation must be shown below the signature.

11.4 All names must be typed or printed below the signature.

11.5 Bids shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.6 The address and telephone number for communications regarding the Bid must be shown.

12.0 Submission of Bids

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

13.0 Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14.0 Opening of Bids

Bids will be opened and evaluated by Owner and Owner's Representative.

15.0 Bids to Remain Subject to Acceptance

All Bids will remain subject to acceptance for sixty days after the day of Bid Opening, but Owner may, in its sole discretion, release any Bid prior to that date.

16.0 Award of Contract

- 16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate Contract Terms and Conditions with the Successful Bidder, and the right to disregard all non conforming, unresponsive, unbalanced, or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard of criterion established by Owner. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not Bids comply with prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.
- 16.3 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction and within the prescribed time.
- 16.4 If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.
- 16.5 If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within thirty days after the date of the Bid Opening.

17.0 Contract Security

Contract Security will be provided for with 100% Performance and 100% Labor and Materials Payment Bonds. Such bonds as are required must be submitted with the executed agreement to Owner within the time frame provided.

18.0 Signing of Agreement

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement and with all other written Contract Documents attached. Within five days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with any required Bonds. Within five days thereafter, Owner shall deliver one fully signed counterpart to Contractor.

BID FORM

BID OF _____
Name of Bidder

CONTRACT IDENTIFICATION:

**Asbestos Removal at
Essex County Horace Nye Nursing Home
81 Park Street
Elizabethtown, New York 12932**

THIS BID IS SUBMITTED TO:

**Linda Wolf, CPA
Purchasing Agent
Essex County
7551 Court Street – PO Box 217
Elizabethtown NY 12932**

- 1.0 The undersigned Bidder proposes and agrees, if its Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price indicated in this Bid and in accordance with the other Terms and Conditions of the Contract Documents.
- 2.0 Bidder accepts all of the Terms and Conditions of the Invitation to Bid and Instructions to Bidders. Bidder promises and agrees that this Bid will remain subject to acceptance for thirty days after the day of Bid Opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Instructions to Bidders within five days after the date of Owner's Notice of Award.

3.0 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

3.1 BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date Received:

Addenda Number:

- 3.2 Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, Project Site, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the Work.
- 3.3 Bidder has studied carefully all reports and drawings of physical conditions included with this Specification, and accepts that all measurements and technical data included herein are only estimates and Bidder has made investigations of its own as necessary and has based its Bid on those investigations.
- 3.4 Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies (in addition to or which pertain to the physical conditions at the Project Site or otherwise may affect the cost, progress, performance, or furnishing of the Work) as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, or similar information or data are/or will be required by Bidder for such purposes.
- 3.5 Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the Terms and Conditions of the Contract Documents.
- 3.6 Bidder has given Owner's Representative written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by Owner's Representative is acceptable to Bidder.

3.7 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4.0 Bidder will complete the Work as identified in the Scope of Work section of the Specification for the following prices:

BASE BID:

Work Area 1 – Approximately 200 square feet of asbestos containing 9”x 9” Vinyl Floor Tile with Associated Adhesive, 18 – 6” Mudded Joint Packings (MJP), and 9 – 2” MJP

\$ _____

(written)

5.0 Time and materials Rate

Bidder shall submit the following rate sheet to be utilized for additional work during this project, but not included in the scope of work to be performed for the total base bid. If the Owner requires the Contractor to perform additional work in 2011-2012 (i.e., other than that required to perform the work of this Project), the Contractor will perform the work in accordance with the prices indicated for time and materials listed on a rate sheet to be submitted with this bid. The rate sheet should be comprehensive and include any and all items that may be applicable, as Contractor will not be permitted to bill for any time and material rates or costs not included on the rate sheet.

Bidder shall submit the following unit prices to be utilized for additional work during this project, but not contiguous to or included in the scope of work to be performed for the total base bid or alternates.

The cost for removal and disposal of asbestos containing mudded joint fittings.

\$ _____ PER MUDDED JOINT FITTING

WORDS _____
PER MUDDED JOINT FITTING

The cost for removal and disposal of one (1) square foot of asbestos containing vinyl floor tile and associated adhesive.

\$ _____ PER SQUARE FOOT OF VINYL FLOOR TILE AND
ASSOCIATED ADHESIVE

WORDS _____
PER SQUARE FOOT OF VINYL FLOOR TILE AND ASSOCIATED ADHESIVE

6.0 Bidder agrees that:

The Work shall be complete in the specified number of working days, and Bidder accepts the provisions of this Agreement as to liquidated damages in the event of failure to complete the Work on time.

7.0 Bidder's Qualifications and other requirements as presented in the Instructions to Bidders are attached to and made a condition of the Bid.

8.0 The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Submitted On _____, 20____.

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Authorized Signature)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone Number: _____

END OF BID FORM

FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____)
being first sworn, deposes and says:

That he is

(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or Bid, that such proposal or Bid is genuine and not collusive or sham: that said Bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any Bidder or person, to put in a sham Bid or to refrain from bidding, and has not in any communication or conference, with any person, to fix the Bid price of affiant or of any Bidder, or to fix any overhead, profit or cost element of said Bid price, or of that of any other Bidder, or to secure any advantage against Owner or any person interested in the proposed contract: and that all statements in said proposal of Bid are true.

Signature of:

Bidder, if the bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and sworn to before

me this _____ day of _____, 20 _____.

Notary Public SEAL

My Commission Expires: _____

END OF NON-COLLUSIVE AFFIDAVIT

PATENT INFRINGEMENT

As and for part of the consideration for a certain contract for the Removal of Asbestos at the
Essex County Horace Nye Nursing Home
81 Park Street
Elizabethtown, NY 12932

CONTRACTOR covenants and agrees to indemnify and hold harmless Essex County Horace Nye Nursing Home and ATC Associates Inc., its Officials and parties in privity with them from and against all losses, expenses, awards, judgments and damages by reason of any suit, action or proceeding based on actual or alleged Infringement of U.S. Patent 4,604,111 or any other patent or patents by operation thereof, or the systems used by CONTRACTOR including the alleged System identified in said U.S. patent 4,604,111 on and in connection with the removal of asbestos at Essex County Horace Nye Nursing Home in accordance with the terms and conditions of said Contract thereon, and CONTRACTOR agrees to defend, at its own expense, any such suit, action or proceeding so brought provided that the said Essex County Horace Nye Nursing Home its Officials and parties in privity with them shall give CONTRACTOR prompt notice of the institution of any such suit, action or proceeding furnish the documents served on them permit and authorize CONTRACTOR to come in and defend, settle or otherwise dispose of the same, and to give CONTRACTOR all assistance, execute all necessary documents and supply available and pertinent papers and other evidence from their files to enable CONTRACTOR to so do.

Signed by _____
on the _____ day of _____
in the year of _____

(Name)

(Title)

*****BID FORM CHECKLIST*****

This "Bid Form Checklist" is provided for the convenience of Bidders. Before submitting a bid, use this checklist to ensure that all required elements for the bidding have been included in the bid, as required in Instructions to Bidders.

1. Certificate of Insurance, and list of insurance categories and amounts
2. List of supervisors and project experience
3. Detailed progress schedule with timetable from project initiation to project completion
4. List of three previous similar jobs
5. List of citations, penalties, and terminations
6. List of total available personnel
7. Attendance at pre-bid conference

Article 3 Contract Time

3.1 If the Owner specifies project duration, the work shall begin on July 2, 2012, and to be completed by July 16, 2012.

3.2 Liquidated Damages

Owner and Contractor recognize that Owner may suffer hazard and financial loss if the Work is not complete within the time specified in Paragraph 3.1 above. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner Liquidated Damages at the rate of \$500.00/day and **any additional IH costs**, beginning on the first day of delay.

Article 4 Contract Price

Owner shall pay Contractor in current funds for the performance of the work, subject to additions and deductions by change order(s) the contract sum of

_____ (\$ _____)

Article 5 Final Payment

Owner will pay Contractor for performance of the work in accordance with Contract Documents in current funds as specified above.

Article 6 Contractor’s Representations

Contractor has familiarized itself with the nature and extent of the Contract Documents, the Work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect cost, progress, or performance of the Work.

Contractor has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in the paragraph above as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Terms and Conditions of the Contract Documents.

Contractor has given IH written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the Written Resolution thereof by IH is acceptable to Contractor.

Article 7 Contract Documents

The Contract Documents which comprise the Agreement between Owner and Contractor are made a part hereof, and consist of the following:

1. Instructions to Bidders
2. This Agreement
3. General Conditions of the Contract for Construction (AIA-A201) and Amendments.
4. Supplementary General Conditions of the Contract.
5. Specification bearing the title:

**Asbestos Removal
Essex County Horace Nye Nursing Home
81 Park Street
Elizabethtown, NY 12932**

6. Addenda
7. AIA Construction Documents A305, A310
8. Contract Drawings

There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be altered, amended, or repealed by a Modification as defined in the Instructions to Bidders.

Article 8 Miscellaneous

Terms used in this Contract which are defined in Article 1 of the General Conditions of the Contract for Construction shall have the meanings indicated in the General Conditions; other Terms will be defined in the Specification, or shall have the meanings given them in applicable publications and regulations.

No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be

limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The undersigned parties have signed or identified all parts of these Contract Documents, this Contract being itself signed in three counterparts, one being delivered and held by each of Owner, Contractor, and IH.

The effective date of this Contract shall be the _____ day of _____, 20____.

OWNER:

CONTRACTOR:

**Essex County Horace Nye Nursing Home
c/o Linda Wolf
81 Park Street
Elizabethtown, NY 12932**

By: _____

By: _____

(Corporate Seal or authority to sign)

Attest: _____

Attest: _____

Address: _____

Address: _____

Attach evidence of authority
to sign and documents authorizing
execution of Contract.

Agent for service of process:

**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
(AIA Document A201)**

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

These Supplementary General Conditions of the Contract, amend or augment the General Conditions of this contract and other provisions of the contract documents. All provisions not referred to in these supplementary conditions remain in force.

A. Terms

The terms used in these Supplementary General Conditions have meanings as given them, in order of preference:

1. In the General Conditions
2. In generally cited references
3. In industry usage of the terms

B. Owner's Representative

The Owner intends to retain professional consultants for the purposes of project management and decision-making. The consultants shall be, if extant, INDUSTRIAL HYGIENIST's, who May represent the Owner in any or all phases of the asbestos removal project at the discretion of the Owner. Here and below in these contract documents, the Owner's Representative shall be referred to as IH. Contractor will regard IH's consultation as authoritative and will be bound to it as provided herein, in matters particularly, but not limited to, relating to air monitoring results, completion of the various segments of work, final completion of the asbestos removal project, submission of data, and daily field punch list items. While this section ascribes certain authorities to IH under the Owner, it is not to be interpreted as likewise ascribing any responsibilities normally incumbent upon the Owner to IH, nor shall Contractor look to IH for satisfaction of any responsibility, claim, or lien under this contract.

C. Facility in Use

The facility will be in use by the Owner for the duration of the Contract. The Contractor shall coordinate all deliveries, work, and shipments so that the routine operation of the facility shall suffer the least disruption for the shortest time, as well as extend full cooperation to the Owner in all matters involving the use of facilities. At no time shall the Contractor cause or allow to be caused conditions which may cause risk or hazard to occupants of the building outside the work area or conditions that might impair safe use of the facility. Owner will not occupy the space which is a part of this contract during abatement work.

The use of the facility's electricity, elevators, loading dock, property (including parking) water, or utilities by the Contractor shall be coordinated through the Owner.

D. Continuous Work

The Contractor, without regard to Contract Time allowed, shall carry out work on a continuous basis according to the approved schedule. Owner reserves the right to assess penalties for failure to perform in said fashion that stem from direct costs to the Owner associated with this Project, such as consultant fees, and to charge these against moneys due the Contractor for performing the Work under this Contract.

E. Notification, Permits

It is the specific responsibility of the Contractor to make, in proper and timely fashion, all necessary notifications to relevant federal, state, and local governing bodies and to obtain and comply with the provisions of all permits or applications required by the Work specified, as well as to make all required submittals required under those auspices. The Contractor shall indemnify the Owner and Owner's Representative from, and pay for all claims resulting from failure to adhere to these premises.

F. Insurance

The Contractor shall possess and maintain throughout the project Insurance in the kinds and amounts as follows:

| | <u>Type</u> | <u>Limits</u> |
|----|--|---|
| 1. | Worker's Compensation | Statutory, plus \$1,000,000 per occurrence |
| 2. | Automobile Liability policy covering any vehicles: | |
| | Bodily Injury | \$1,000,000 per occurrence |
| | Property Damage | \$1,000,000 per occurrence |
| 3. | Comprehensive General Liability Insurance specifically referencing this Project: | |
| | Bodily Injury | \$1,000,000 per occurrence |
| | Property Damage | \$1,000,000 per occurrence |
| 4. | Excess Asbestos Liability Insurance (In addition to CGL) | \$2,000,000 per occurrence |

Insurance certificates provided by the Contractor shall list the Owner (**Essex County Horace Nye Nursing Home**) and the Owner's Representative (**ATC Associates Inc.**) as additional insured." Insurance certificates shall list this Project and state that coverage is "for asbestos abatement operations".

G. Bonding

All Bonding which is required by these bid documents shall be issued by a security company licensed to do business in the State of New York. Any other security shall receive prior approval by the Owner.

H. Copyrights and Patents

The Contractor is responsible to pay all licensing fees, royalties, and other costs necessary for the use of any copyrighted or patented product, design, invention, or process in the performance of the job specified in these Contract Specifications. The Contractor shall be solely responsible for costs, damages, or losses resulting from any infringement of these patent rights or copyrights. The Contractor shall hold the Owner and the Owner's Representative harmless from any costs, damages, and losses resulting from any infringement of these patent rights or copyrights. If the Contract Specifications request the use of any product, design, invention, or process that requires a licensing fee or royalty fee for use in the performance of the Work, the Contractor shall be responsible for the fee or royalty fee and shall disclose the existence of such rights.

I. Pre-Construction Meeting

If requested by the owner, the Contractor shall meet with the Owner and Owner's Representative for a Pre-Construction meeting prior to commencing work on the Project. The meeting shall be at the facility

or at the offices of the Owner, at a mutually convenient time and date. At the meeting, the Contractor shall be represented by authorized representatives and the field supervisor who shall supervise the Project on a daily basis, and who shall present evidence that all requirements for initiation of the Work have been met. The minimum agenda for the meeting shall include:

1. Review of "Pre-Job Submittals".
2. Channels of communication.
3. Construction schedule, including sequence of critical work.
4. Designation of responsible personnel.
5. Procedures for safety, security, quality control, housekeeping, and related matters.
6. Use of premises, facilities, and utilities.

I. Pre-Job Submittals

The Contractor is required to provide three copies of the following Pre-Job Submittals at the Pre-Construction Meeting:

1. Copies of all notifications, permits, applications, licenses, and like documents required by federal, state, or local regulations obtained or submitted in proper fashion.
2. Copies of medical records as required by OSHA or a notarized statement by examining medical doctor that such examinations took place, and when, for each employee to be used on Project.
3. Record of successful respiratory fit test performed by a Competent Person as defined by OSHA, within the previous six months, as required elsewhere in the documents, for each employee to be used on the Project.
4. Copies of Contractor's current New York Asbestos Handling License and copies of each supervisor's and worker's current Asbestos Handlers Certificate.
5. Certificates of Insurance and 100% Performance and Labor and Materials Bonds.
6. Proposed respiratory program for employees throughout all phases of the Work, including make, model, and NIOSH/MSHA approval numbers of respirators to be used.
7. Written description of all procedures, methods, or equipment to be utilized by the Contractor that differ from the Contract Specifications, including manufacturers' specifications for any equipment not specified for use in the Contract Specifications.
8. Proposed safety program addressing standard safety procedures, electrical safeguards (i.e., location of transformers, GFCI outlets, lighting, etc.), and other requirements necessary to safely perform the Work, as delineated in the Safety Considerations section.
9. A list of all equipment to be used on-site, by make and model, including negative air pressure equipment, HEPA vacuums, water atomizing devices, etc.
10. Chain of command of responsibility at Work Site, including supervisors, foremen, and competent person, and their names, resumes, and certificates of training.

11. Proposed emergency plan and routes of egress from work areas in the event of fire or injury, including the name and telephone number of nearest medical assistance center.
12. Contractor's testing laboratory, with copies of the laboratory's NIOSH 'PAT' proficiency testing results, and New York State Department of Health Environmental Laboratory Approval Program certification.
13. Material Safety Data Sheets on encapsulants, sealers, or any other potentially hazardous materials to be used on the Project.
14. Name, address, and identification number of waste hauler, copy of New York State Department of Environmental Conservation vehicle permit, and identification number of proposed disposal site.
15. Performance bar chart indicating shift times and dates at each location for each phase of the job.
16. Details of construction for enclosures.

J. Final Documentation

Prior to submitting a request for final payment, the Contractor shall submit the following:

1. Manifests and receipts acknowledging disposal of all waste material from the project, indicating delivery date, quantity, and appropriate signature of landfill's authorized representative.
2. A copy of the entry-exit logbook required elsewhere in these Contract Specifications, including the following, as a minimum:
 - A list of all workers, supervisors, and other authorized persons entering the work area, with certification and social security numbers.
 - A list of non-workers entering the work area, with their qualifications and certifications.
 - A description of all incidents relating to containment failure.
3. All personal monitoring results as required by OSHA and elsewhere in these Contract Specifications.

K. Current Laws in Force

All work shall conform to the standards set by applicable federal, state, and local laws, regulations, and ordinances *in such form in which they may exist at the time of work under the Contract*, specifically, but not limited to, OSHA, EPA, NYSDEC, NYSDOL, and NIOSH regulations, as well as these Contract Specifications. In the event of a conflict, the most stringent regulations govern.

L. Phasing and Inspections

As described in these Specifications, work must be performed in sequential phases. Inspection and approval of each phase by Owner's Representative must be sought and gained before proceeding to further work. As a Contract requirement, any reasonable delay caused by this requirement will not constitute a basis for claim against the Owner or Owner's Representative. In addition, the Contractor shall submit copies of the following submittals to the Owner's Representative at the specified intervals during the project:

1. Personal sample results, with Chain of Custody (daily).

2. Daily entry-exit log, with name and social security number of each person entering containment, record of any accident or emergency, and other pertinent information required by these Contract Specifications (make available for inspection daily).
3. Project schedule and progress, by percent work complete, tasks still to be completed, and any gains/losses in the date fixed for project completion (twice weekly).

M. Damage

It is the responsibility of the Contractor to restore all areas, fixtures, and other properties of the Owner to their original condition before leaving the Site, except as specified by the Contract. A thorough survey of the Work Area and other areas otherwise affected by the Work under this Contract will be made by the Contractor and Owner prior to the initiation of any work under this Contract. Items identified during this inspection will not be the responsibility of the Contractor unless further damaged during execution of the Project. Any damage not identified as such but found after the completion of the Project is considered to be the Contractor's responsibility. Damage found inside the Work Area that is the Contractor's responsibility includes possible damage such as might have been caused by Owner's Representatives or visitors who are admitted to the Work Area by the Contractor to perform their normal functions. Contractor is responsible for all damages and marks to windows, including scratches, scrapes, blemishes, tape marks and any other item not specifically identified on each window prior to the start of work.

It will be the responsibility of the Contractor to contract with the building engineer to inspect and verify the operation of the HVAC control system in each unit upon completion of work in each area. The Contractor is to include the cost of the system inspections in the bid. The Contractor will be responsible for any expenses required to repair the control system. The Owner reserves the right to request support documentation concerning all services required in the inspection and/or repair of the HVAC control system.

N. Working Hours

The working hours for this Project will be 7:00 AM to 5:00 PM for all work. Any modification to these hours shall be approved by and coordinated with the Owner and Owner's Representative for the Project.

O. Utilities

Water, electric power, lighting, and other utilities, and toilets and other facilities will be provided by the Owner from existing sources where Contractor's use is not excessive and does not interfere with building's normal use. Where existing utilities or facilities are not adequate or cannot be used, the Contractor is responsible for providing alternative sources, the cost of which is to be included in the Bid price. The use of the facility's utilities shall be coordinated through the Owner. The Owner will not be responsible to the Contractor for loss of time due to the failure of any utility.

P. Payment

Applications for payment shall be submitted to the Owner's Representative using the appropriate A.I.A. Forms (Application for Payment, Form G702, and Continuation Sheet, Form G703). Retainage amounting to ten percent of the amount applied for shall be retained by Owner until final approval of the Project by Owner.

1.0 GENERAL WORK REQUIREMENTS

1.1 Scope of Work

The following is the Scope of Work, at a minimum, required to be performed by the Contractor for asbestos abatement work at the Essex County Horace Nye Nursing Home located at 81 Park Street in Elizabethtown, NY.

In the areas of asbestos abatement, the Contractor is responsible for removing all asbestos containing materials located within the boundaries of the work areas. The Contractor shall take every precaution, exercise complete care, and perform all activities deemed necessary by Contractor, Owner, and Consultant to complete this Project in a safe, efficient and professional manner. As all areas outside of the immediate work areas will be occupied during this Project, the Contractor shall carefully coordinate all work with the Owner and cooperate to the fullest extent as needed to ensure that employees and the general public are not affected or inconvenienced in any way by this Project. If any damages occur as a result of the project including water damage to any area of the building, the Contractor shall be responsible for any and all cost associated with remediation and damages.

The Contractor shall have at a minimum an appropriate number of asbestos abatement workers and asbestos abatement supervisors to complete the project within the specified abatement schedule.

Approximate Quantities of Asbestos Material to be Abated

| Location | MJP (Approximate Quantity) | Vinyl Floor Tile & Associate Adhesive (Approximate Square Feet) |
|-----------------|---|--|
| Work Area 1 | 18 – 6” 9 – 2” | 200 |

Abatement Schedule – Asbestos Abatement Project

| Date | Location |
|------------------|-----------------|
| 7/2/12 – 7/16/12 | Work Area 1 |

1.1.1 General Requirements

1. Work area preparation, including pre-cleaning, erection of critical barriers and polyethylene sheeting, construction of decontamination facility, waste transfer chambers, platforms, staging areas, sealing, isolation, and other activities as directed by Owner or Owner's Representative.
2. Proper precautions shall be followed to isolate the utilities, particularly electricity outside the work area.
3. Removal and disposal of all insulating materials located in the work area. This will include removal of all asbestos-containing materials (ACM) and non-ACM (such as fiberglass), as directed by the owner, found in the work areas. This includes insulation found on piping, etc. Removal shall be in accordance with the requirements of these Specifications.
4. Demolition and legal disposal of other below-ceiling demolition as needed to prepare the job site for abatement.
5. Cutting, capping, and/or sealing of supply and return ducts, and general isolation of the work area to the satisfaction of Owner's Representative. It will be the Contractor's responsibility to keep the HVAC ducts outside the work area if required.
6. Installation and operation of HEPA filtration units sufficient to achieve a minimum of six air changes per hour for the work area.
7. Removal and disposal of pipe insulation, wiring (except wiring to remain in place) and all contaminated items located in the work areas.
8. Decontamination of all uninsulated pipe suspected by Owner's Representative of having been previously insulated with ACM and all pipe insulated with ACM.
9. Construction and installation of air exhaust.
10. Construction and installation of solid, airtight, impermeable barriers required to suitably enclose inaccessible asbestos (as determined by IH). Label all enclosures with asbestos warning signs acceptable to Owner.
11. Provide smoke detectors in work area throughout the abatement period and fire protection in accordance with OSHA 1910 and 1926.
12. Furnishing of all labor, materials, equipment, and services required for all work included in this Specification.
13. Compliance with all applicable Federal, State, and Local Regulations as well as all requirements set forth in this specification.
14. Decontamination and clean-up following removal activities in the work area.
15. Performance of any other work or activities required by this specification, applicable regulations, or as necessary to perform a complete job to the satisfaction of Owner and Owner's Representative.

1.2 Order of Work

The following is a typical sequence in which the work is expected to be performed. Owner's Representative may authorize deviations from this typical sequence based upon the specific conditions encountered during the project and recommendations of Contractor and/or Owner.

1. Contractor shall post all required signs.
2. Owner will remove all remaining moveable objects from the work areas, including, but not limited to, displays, racks, inventory, tables, partitions, shelving, and any other objects and items.
3. Contractor shall remove doors, door hardware, and thermostats and deliver them to the required location per Owner's designation as necessary.
4. Owner will remove windows required by Contractor for air exhaust manifolds. Windows will be stored and protected by the Contractor in a suitable work area enclosure constructed by the Contractor, during the Project.
5. Owner will attempt to identify live wiring to adjacent areas to be protected in place.
6. Contractor shall arrange for construction of temporary walls as necessary.
7. Contractor shall be responsible for the shutdown and tagout of electric power to the work area, with the assistance of the Owner's engineers.
8. Contractor shall arrange for connection of electrical panels with proper GFCI protection.
9. Contractor shall construct the personal decontamination enclosure system, isolation barriers for the work areas, waste transfer chamber, and any other construction as needed to complete the work area preparation in accordance with 12 NYCRR Part 56, and to the satisfaction of Owner's Representative. The decontamination enclosures shall be located within the building. The decontamination enclosures shall have two layers of reinforced polyethylene.
10. If requested by the owner, contractor shall cover the floor with **rubber membrane** and than add two layers of reinforced fire-retardant 6-mil polyethylene sheeting in areas where there is a floor below the work area.
11. Contractor shall cut, cap and seal the HVAC supply and return ducts as necessary.
12. Contractor shall protect walls and partitions where necessary, and construct critical barriers to protect adjacent areas from airborne asbestos fibers.
13. Contractor shall install a sufficient number of HEPA filtration units to achieve a minimum of six (6) air changes per hour.
14. Contractor shall perform all work in accordance with the requirements of 12 NYCRR Part 56 or any variance utilized for this portion of the project.
15. Upon completion of removal of all asbestos containing materials and asbestos contaminated materials, the Contractor shall begin cleaning.

16. Contractor shall perform fine cleaning, final cleanup, and decontamination of the work areas.
17. Owner and Owner's Representative shall accompany the contractor supervisor on a final visual inspection to assure that no visible debris exists in the work area. Contractor shall re-clean the work area as needed until it passes final visual inspection by Owner's Representative.
18. IH will perform aggressive final air clearance testing per 12 NYCRR Part 56.
19. Contractor shall remove all work area barriers, equipment, polyethylene sheeting, window manifolds, platforms, etc., and clean any areas to the satisfaction of IH.
20. Contractor shall repair all damage, arrange for reconstruction of any walls that were damaged, and demobilize from the site.
21. A final inspection of the work area shall be performed to ensure that the area is clean and any damage is repaired.

1.21 Estimates

Bids shall not be based solely on the information provided. Contractor is required to make its own estimate of the amount of material to be removed and all work required to satisfactorily complete this Project. Contractor is required to remove all asbestos-containing materials present in and above the Work areas and to perform all other work required to support such activities.

1.22 Scheduling

Before preparations are allowed to begin, Contractor shall submit the following to Owner and Owner's Representative for approval:

1. Sketches on provided drawings, of the proposed containments that include all entrances, critical barriers, and decontamination units.
2. A proposed timetable for the project that shows the preparation, removal, clean-up, testing, and demobilization portions of the job. A final schedule shall then be prepared and coordinated with Owner, Owner's Representative, and Contractor. The final schedule shall be in writing as decided upon in the pre-construction meeting.
3. Contractor shall perform work during the hours indicated on their approved schedule. Any changes in scheduled shifts will require 24-hour notice to Owner and Owner's Representative. Hours for weekend work will be as permitted by Owner.
4. Scheduling of special activities such as capping the supply and return ducts, platform installation, and final sealing of the work area shall be coordinated with all parties concerned.
5. Contractor shall be backcharged for all costs associated with the Project after the original completion date, including as a minimum building management charges, elevator use, lost rent from tenants, industrial hygienist costs and all cost associated with Supplementary Conditions of the Contract in section F Liquidated Damages.

1.23 Special Considerations

1. All final air tests will be conducted in accordance with the guidelines set forth in 12 NYCRR Part 56. The first set of visual inspections and final clearance air tests will be paid for by Owner. In

the event that these inspections or air tests do not pass the clearance criteria, all subsequent inspections and air tests shall be paid for by Contractor.

2. Contractor is required to provide temporary lighting throughout all work areas to the extent required by Owner's Representative to perform its duties.
3. Contractor may decontaminate certain contaminated debris and dispose of as construction debris in lieu of disposing of the debris (i.e., metals, etc.) as asbestos-contaminated waste, provided that this activity is coordinated with the Owner's Representative.
4. Contractor shall perform all work on columns along the perimeter of the work area and building with unique care as differing conditions could exist. In addition, Owner may deem it necessary for enclosures to be constructed where asbestos is inaccessible. Contractor shall anticipate that all work required to address these issues is included in their total base bid price.
5. Contractor shall provide Owner's Representative with a drawing detailing the locations of all areas in the work area where asbestos removal was not possible and airtight enclosures were erected. A letter from Contractor shall accompany the drawing to document each location.
6. Owner may choose not to modify the HVAC systems and may operate the HVAC systems in any configuration Owner desires, and Contractor nonetheless shall be solely responsible for ensuring that the work area is properly sealed and that the required air pressure differentials are obtained.
7. Contractor shall carefully remove, decontaminate, and return to Owner, all building components removed to allow project completion, unless notified by Owner to legally dispose of such components.
8. All methods proposed by Contractor to seal any openings to work areas, or to utilize methods not specifically detailed in this Specification shall be submitted to IH on shop drawings and approved by Owner's Representative before they are implemented on this Project.
9. Owner will not be responsible to Contractor for loss of time due to failure of any utility.
10. Owner will remove and reinstall windows as needed to accommodate negative air exhaust manifolds. Contractor shall field fabricate manifolds fitted with automatic aluminum dampers that close automatically upon cessation of negative air pressure differential.
11. Any scaffolding work shall be performed in accordance with all applicable federal (OSHA), state and local laws, rules and ordinances and utilize state of the art techniques for scaffolding safety. All scaffolding will be free standing.

2.0 PERFORMANCE STANDARDS

2.1 Training and Qualifications

2.1.1 Worker Training

Each asbestos abatement worker who works on this Project shall be provided training required by NYSDOL, and shall possess a valid and current NYSDOL certificate as an Asbestos Handler.

2.1.2 Site Supervisor Qualifications

Contractor shall provide at a minimum one site supervisor, who shall be the OSHA competent person, and whose responsibilities shall include coordination, safety, security, and execution of all phases of the asbestos removal project. The Site Supervisor shall not be used as an asbestos removal worker, and shall be assigned full-time to the project. The Site Supervisor shall be fully qualified in all aspects of asbestos abatement practices and procedures, have training required by NYSDOL to be certified, and possess a valid and current NYSDOL certificate as an Asbestos Supervisor.

2.1.3 CPR/First Aid Training

At least one person who is certified in CPR and Emergency First Aid by an appropriate authority should be on-site at all times. Contractor shall maintain a first aid kit on-site and treat injured personnel as needed, utilize misting procedures to decontaminate injured personnel during their retrieval from the work area and assist emergency personnel with decontamination.

2.2 Regulatory Submittals

2.2.1 Notifications

Contractor shall notify the following agencies in the appropriate manner and place of impending work, and shall provide evidence that notifications have been made at the pre-construction conference:

1. U.S. Environmental Protection Agency, Region 2
26 Federal Plaza
New York, NY 10007
(10 working days in advance)
2. New York State Department of Labor
Division of Safety and Health
Asbestos Control Bureau
State Office Campus
Building 12, Room 454
Albany, NY 12240
(10 days in advance)
3. Other federal, state or city agencies as required by law or ordinance.

2.2.2 Permits

Contractor shall be responsible for securing all necessary permits for asbestos-related work, including removal, hauling, disposal, materials usage, demolition, or any other permits required to perform the specified work.

2.2.3 Variances

The Contractor shall be responsible for submitting Requests for Variances for the asbestos-related work.

2.3 Safety Considerations

This project is subject to compliance with Public Law 91-596, "Occupational Safety and Health Act of 1970" (OSHA), with respect to all Rules and Regulations pertaining to construction, including Volume 36, Numbers 75 and 105, of the Federal Register, as amended, and as published by the U.S. Department of Labor.

In addition to any detailed requirements of this Specification, Contractor shall at his own cost and expense comply with all laws, ordinances, rules, and regulations of federal, state, regional, and local authorities regarding handling and storing asbestos-contaminated waste materials.

All staging shall be furnished and erected by Contractor and maintained in safe condition by him at no additional cost to Owner. Use of guardrails and toe boards on all scaffolds is recommend, regardless of size.

Contractor is responsible for using safe procedures to avoid electrical hazards. Power will be shut off and checked before work begins when a hazard exists (e.g., water use near electrical boxes.) All electrical panels and exposed wires within the work site shall be de-energized prior to the commencement of any wetting or removal operations. All extension cords and power tools used within the work area shall be attached to Ground Fault Circuit Interrupters (GFCI). All electrical cords are to be hung or placed to prevent accidents. All electrical connections shall be adequately protected from water.

Contractor shall submit for approval by Owner's Representative a safety program which addresses the above requirements and the following, at a minimum:

1. Fire Protection Program
2. Electrical safety considerations.
3. Emergency evacuation plans and Life Safety Plan, with emergency telephone numbers.
4. Precautions against slips and falls.
5. Communication procedures.
6. Inspection of containment and adjacent floors for signs of breaches, water leaks, etc., performed a minimum of four times per shift.

2.4 Security

Owner will provide specific access as required during the project to Contractor and personnel assigned to the project. Contractor shall be responsible for the security of all Floors involved in the abatement project. It will also be Contractor's responsibility to allow only authorized personnel into the work area, and to lock and secure all assigned entrances and exits at the end of the work day. A key to the work area must be provided to security.

Any person entering or leaving the contained areas must sign Contractor's bound log book and enter the date and time. The log book must be located immediately outside the entrance to the Decontamination Unit at all times, and be open for inspection by Owner and Owner's Representative.

2.5 References

The following references are cited as applicable publications:

Environmental Protection Agency
NESHAPS Asbestos Regulations at Title 40 CFR Part 61,
as currently amended

Occupational Safety and Health Administration
Title 29 CFR 1910.1001, as currently amended
Title 29 CFR Part 1926.58, as currently amended
Title 29 CFR Part 1926.1101, as currently amended

New York State, Department of Labor
Industrial Code Rule 56 (Cited as 12 NYCRR Part 56), as currently amended

U.S. Department of Transportation Regulations Title 49 CFR Parts 172 and 173

All regulations of these and other governing agencies in their most recent version are applicable. This Specification refers to many requirements found in these references, but in no way intends to cite or reiterate all provisions therein or elsewhere. It is Contractor's responsibility to know, understand, and abide by all such regulations and common practices. Other provisions contained in these references may from time to time during the execution of this Contract be enforced by Owner at his own discretion.

3.0 PROJECT PREPARATION AND EXECUTION

3.1 General Considerations

3.1.1 Approvals and Inspections

All temporary facilities, work procedures, equipment, materials, services, and agreements must strictly adhere to and meet this Contract Specification, together with EPA, OSHA, and NIOSH regulations and recommendations, as well as any other applicable federal, state, and local regulations. Where overlap exists in the requirements of these regulations, the most stringent applies. All work performed by Contractor is further subject to approval by Owner or Owner's Representative.

Modifications to isolation and sealing methods, procedures, and designs described in this Specification may be considered if it can be demonstrated that they embody all elements of proper and safe procedures to prevent contamination and exposure. Requests for modifications to this Specification must be submitted to Owner and Owner's Representative for review and approval before they may be used for work on this Project.

3.1.2 Damage and Repairs to Work Site

In areas where demolition of walls, ceilings, or structures is deemed necessary by Owner or Owner's Representative to access and remove ACM, Contractor shall perform such demolition under containment as required by this Specification.

Where demolition work in the building will not create the potential for disturbance of asbestos-containing materials, Contractor will be required to take precautions to perform work without damage to the building, including, but not limited to, structural members, the sprinkler system, perimeter walls, pipes, duct work, electrical systems, insulation not scheduled for removal, public address speakers, heat and smoke sensors, and pneumatic lines for the HVAC system. Contractor shall provide for protection of these items and materials as part of work area preparation. Where asbestos abatement activity or demolition causes damage, Contractor shall patch, repair, replace, or otherwise restore to original condition at no additional cost to Owner.

3.1.3 Ceilings

If necessary, contractor shall remove existing ceiling tiles in the work areas in accordance with the Order of Work. Contractor will refer to the Scope of Work for information concerning the disposal of existing ceiling tiles.

If necessary, contractor shall remove existing sheetrock and plaster ceilings in the work areas in accordance with the Order of Work. Contractor will refer to the Scope of Work for information concerning the disposal of existing sheetrock and plaster ceilings.

3.1.4 Pipework

Where an existing pipe must be lowered or moved in order to remove asbestos-containing materials, will require all openings to adjacent locations be sealed. Prior approval of Owner is required before any pipe is lowered or moved. Pipe to be reinstalled will be cleaned and decontaminated inside and out prior to reinstallation by the Contractor.

1. Cutting and capping of water lines which terminate in the building. The water line shall be cut and capped approximately four to six inches after the primary shutoff valve in the building. If there is no main shutoff valve in or immediately outside the containment, then the line shall be cut and capped after each valve as necessary to seal the system in the containment.
2. All plumbing lines which enter the work area from the floor shall not be cut. Plumbing shall be cleaned and sufficiently sealed/capped to prevent a backup and overflow either during this project, or after the completion of the project. Floor level sanitary drain lines which are opened as a result of toilet removal shall be sealed/capped to prevent a backup and overflow.
3. Any locations where removal of any plumbing or plumbing fixtures in the building results in an opening in a sanitary drain pipe, roof drain pipe, sanitary vent pipe, etc., the Contractor shall provide labor and materials to provide a permanent repair at that location.
4. Sanitary vent lines which run through the containment are not to be removed as part of this contract. All sections of the vent line which specifically serve the containment are to be removed as part of this project, and all openings in the vent line are to be capped or sealed. Temporary caps or plugs will not be acceptable.

3.1.5 HVAC Systems

Prior to commencing any asbestos abatement work, Contractor shall make alterations to the existing HVAC system at the direction of Owner or Owner's Representative, as described below:

1. Owner has determined that the HVAC system supporting the work area shall not be shut down, but will be capped and sealed off. The contractor will be responsible for the capping and sealing of the HVAC system. The Owner and their engineer will make any flow adjustments needed to be done to the HVAC system.
2. Where operating ductwork exists within the removal area, the Contractor shall wrap and seal the ducts with two layers of fire-retardant six-mil polyethylene sheeting. This ductwork that exists, at or near ACM to be removed, shall be precleaned by Contractor with wet methods and a vacuum equipped with a HEPA filter prior to being sealed with polyethylene sheeting.
3. All remaining HVAC duct work, registers, diffusers, or fixtures existing within the work area shall be removed as asbestos containing material.
4. At project completion, Contractor shall dispose of all HVAC system filters which were at risk of contamination as asbestos-contaminated waste. Contractor shall replace all disposed filters with new filters to be supplied by Owner.

Owner shall be responsible for HVAC shut downs and/or start ups in the mechanical room. Contractor shall be responsible for cutting, capping, and/or sealing of supply and return ducts

3.1.6 Barriers and Isolation Areas

Contractor shall construct and maintain suitable critical barriers within the building to separate work areas from spaces occupied by Owner or others. Critical barriers shall be located wherever deemed necessary by Owner and Owner's Representative. Critical barriers shall be of sufficient size and strength to prevent staff, the public, and others from entering work areas. Critical barriers shall be constructed at all hallways, doorways, and other open entrances to the work area. Critical barriers shall be constructed of fire rated gypsum board or plywood sheathing and 2" x 4" metal or wood studs a maximum of 24" on center, and placed in locations that ensure no access into removal areas by building occupants or the public as required by NYS Code Rule 56. Any seams in critical barriers and any small openings into the work area shall be sealed airtight with caulking or other approved method as required by Owner's Representative to create an airtight work area. All critical barriers shall be dismantled and removed at the completion of the project, with the exception of the critical barrier at the deck level, as defined in this Specification.

Contractor shall maintain all temporary and critical barriers, facilities, and controls as long as needed for safe and proper completion of the Work. Any breeches in the containment will be corrected immediately at the beginning of each shift and immediately as identified during the work day. Work will not be allowed to commence until all control systems are in place and operable.

Barriers shall not be removed until work areas are thoroughly cleaned and all debris has been properly bagged and removed from work areas and the air has passed final clearance tests, in accordance with provisions detailed herein.

Contractor shall provide for an escape plan and emergency exits from the work area. The escape plan shall be posted at each work entrance, all exits shall be clearly marked and directional arrows leading to the nearest exit shall be provided.

3.1.7 Signs

Warning signs shall be posted on all critical barriers at the commencement of work area preparation, as required by Section 1926.1101 of the Occupational Safety and Health Standards, Federal Register, Volume 59, Number 153, August 10, 1994. Warning signs shall display the proper legend in the lower panel, with letter sizes and styles and a visibility at least equal to that specified in OSHA Standard 1926.1101(k)(6)(i)(ii). The sign will read as follows:

**DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY
RESPIRATOR AND PROTECTIVE CLOTHING
REQUIRED IN THIS AREA**

Warning signs shall be posted at the perimeters of asbestos removal at intervals of no more than twenty-five (25) feet.

In addition, Contractor shall post construction warning signs (acceptable to Owner) at entrances to the staging area and on isolation barriers (i.e., public will see these signs first).

3.2 Total Isolation Method of Removal

3.2.1 Personal Decontamination Enclosure System and Procedures

Contractor is responsible to provide a personal decontamination system consisting of an Equipment Room, Shower Room, Clean Room and airlocks for personnel involved in asbestos removal. Each of the three rooms shall be of sufficient size to accommodate authorized personnel and related equipment. Each room shall be separated from the other rooms, and from the work area by airlocks. These shall be designed to minimize fiber migration and air flow between the decontamination unit rooms. The rooms shall be framed with 2"x 4" wood or metal studs, masked, sealed, and attached to the entry/exit ways of asbestos work areas. A lockable door shall be provided to permit access to the clean room from outside the work area or enclosure during off-shift hours. The three rooms together shall be referred to as the Decontamination Unit. A Decontamination Unit shall be required for each separate containment area. All walls shall be covered with at least two layers of 6-mil fire-retardant polyethylene sheeting and all floors shall be covered with at least two layers of reinforced fire-retardant 6-mil polyethylene as specified by NYS Code Rule 56.

The Equipment Room will serve as a storage area for contaminated personal protective equipment between the work area and the Shower Room. This room shall be vacuumed and washed at least twice daily in order to prevent asbestos dust and debris accumulations. The Equipment Room will also serve as an access area to the Shower Room for personnel leaving the work area. Workers leaving the containment shall remove and dispose of disposable protective suits and wear only respirators into the Shower Room. At the end of each day, bags of asbestos waste and contaminated materials shall be removed after a thorough decontamination procedure as described in this Specification. Workers performing this operation shall wear respirators and disposable full-body protective suits.

The Shower Room shall have a continuous supply of cold and hot water, and be suitably equipped for complete showering during decontamination. The Shower Room with curtained doorways will be separated by airlocks between contaminated and clean areas. The shower floor shall not be allowed to sit at ground level, but must be elevated a minimum of six inches off of the floor with a suitable catch basin for drainage into a filtration system. The shower will be equipped with a sump pump and an in-line, two-stage filter. The first stage will efficiently filter bulk material and fibers greater than twenty microns in length and the second stage will filter fibers greater than five microns in length. Alternatively, shower water may be re-routed back into the work area to be bagged and disposed of as asbestos-contaminated waste. Contractor shall provide disposable towels, soap and shampoo in the shower area.

The Clean Room shall store asbestos workers' clean protective clothing and clean respirator equipment. Contaminated clothing, respirators, tools, equipment, or other materials shall not be allowed into the Clean Room or beyond. The Clean Room shall serve as an access for personnel entering the work area, and for the donning of respiratory protection and protective clothing. Contractor shall provide space in the Clean Room for storage of workers' personal clothing, in the form of lockers and hooks.

A waste transfer chamber, equivalent to the Decontamination Unit in all respects, shall be installed and utilized for all waste removal activities. At the end of each day, bags of asbestos waste and contaminated materials shall be removed after a thorough decontamination procedure as described in NYS Code Rule 56. Workers performing this operation shall wear respirators and disposable full-body protective suits. The waste transfer chamber will be adjacent to the Decontamination Unit.

3.2.2 Area Cleaning and Preparation

1. Pre-Cleaning

In areas where asbestos debris exists on surfaces, remedial cleaning will be required prior to masking and sealing operations. Owner's Representative will determine whether or not pre-cleaning is required on a case by case basis. Cleaning will be performed using HEPA vacuums and wet methods. Pre-removal cleaning will be required in areas where visible asbestos debris is present on floors and other surfaces which are to be covered with polyethylene sheeting. Respiratory protection and protective clothing will be required as denoted in OSHA Regulation 1926.1101. All pre-cleaning will be inspected by Owner's Representative prior to commencement of work area preparation. During pre-cleaning activities, the work area will have primary and critical barriers in place and remain under adequate negative pressure as described herein. Any changes to these requirements shall be at the approval of Owner's Representative.

2. Primary Barriers

Prior to construction of the asbestos removal area, all primary barriers shall be sealed with a minimum of two layers of fire retardant six-mil polyethylene sheeting and duct tape. Primary barriers include all windows, vents, closed and locked doors, and openings to adjacent spaces from the work area. HVAC ducts shall be sealed as described previously with two layers of fire retardant six-mil polyethylene sheeting.

3. Critical Barriers

Critical barriers consist of the boundaries of the work area, including floors, walls, and any barrier constructed to restrict public access to the work area. Floors shall be sealed with a minimum of two layers of fire retardant six-mil polyethylene sheeting. There shall be a minimum overlap of six (6) feet at the floor seams and the sheeting will extend a minimum of two feet (24 inches) up the walls. All openings in floors, walls, and ceilings, including penetrations, shall be sealed airtight.

Walls shall be covered with a minimum of two sheets of fire retardant six-mil polyethylene sheeting in accordance with NYS Code Rule 56.

The first floor layer shall be taped up the wall a minimum of two feet (24 inches). The first wall layer shall be sealed to the floor layer at the corner of the floor and wall. The second floor layer shall be sealed to the first wall layer at a minimum of a two-foot (24-inch) overlap. The second wall layer shall cover all overlaps and be sealed to the floor. All seams between layers shall be staggered a minimum of six inches.

The enclosure shall be constructed so as to allow the removal of interior layers of polyethylene sheeting without damaging the exterior layer.

All objects that cannot be moved from the work area shall be wrapped in two layers of six-mil fire retardant polyethylene sheeting and sealed airtight with duct tape.

4. Enclosures/Platforms

All enclosures such as the Decontamination Unit, Waste Transfer Chamber, and staging area shall be constructed of 2"x4" studs (minimum) and 1/2-inch plywood sheathing. All enclosures shall be sealed airtight and be acceptable to Owner's Representative. Contractor shall provide shop drawings for all enclosures/platforms

5. Wall Protection

Perimeter walls are to remain in place and be protected during asbestos abatement with two layers of 6-mil fire retardant polyethylene sheeting. Partial demolition of selected interior partitions is included in this contract. When the demolition of the interior partitions will not disturb asbestos containing or asbestos-contaminated materials, the Contractor may be allowed by the Owner's Representative to remove them prior to abatement preparations.

6. Preparation for Sealing

Contractor shall be responsible for sealing all holes and openings in the work area and maintaining the seals throughout the Project. The use of expanding foam sealers will not be allowed on this project, except for sealing small openings on temporary construction. Fire stop sealers will be required when sealer is needed for any permanent construction locations. All foam sealers used will be removed after abatement is completed.

7. Sealing the Perimeter

Contractor shall install an impermeable, airtight enclosure at and along the perimeter of each Floor to enclose inaccessible asbestos-containing fireproofing, as follows:

1. Perimeter ceiling tiles shall not be disturbed until the work area is prepared, the decontamination unit is operable, and sufficient negative air pressure has been established.
2. Upon permission of Owner's Representative, Contractor shall access the perimeter by opening as few ceiling tiles as necessary.
3. Contractor shall extend the containment above the ceiling tiles to the level of the spray-on insulation.
4. Upon permission of Owner's Representative, Contractor shall carefully remove spray-on insulation within a three foot space along the perimeter walls to gain access to the space between the insulation and the deck.
5. Contractor shall pre-clean the deck along the perimeter and shall build critical barriers to enclose the space between the insulation and the deck. These critical barriers will remain in place upon completion of the abatement, and will be the responsibility of the reinsulation contractor to remove.

3.2.3 HEPA Filters

Adequate negative pressure shall be provided within the contained area at all times. Additional negative air units will be used in dead spots in the work area to assist in air flow.

After the work area is totally isolated, and prior to commencement of work, IH will perform a visual inspection of the work area. This may consist of smoke-testing the containment and checking the integrity of barriers. This does not in any way relieve Contractor's responsibility to ensure isolation of the work area. The volume of air within the contained work area shall be changed a minimum of six times per hour. A pressure differential reading of 0.05 inches of water shall be maintained in the negative pressure work area relative to adjacent areas. Equipment used for producing a negative pressure work area shall be equipped with High Efficiency Particulate Air (HEPA) filters, capable of filtering 0.3-micron particles with 99.97% efficiency.

The HEPA filtration units shall be equipped with the following:

1. Magnehelic gauge to monitor the unit's air pressure differential across the filters. The magnehelic gauge must be able to express magnehelic readings in cubic feet per minute (CFM).
2. An affixed label, clearly marked and conspicuous, showing the most recent installation date and hour reading of the primary internal HEPA filter.
3. A clock to record the unit's operation time.
4. Automatic shut-off capability in the event of filter failure or absence.
5. Audible alarm to indicate unit shutdown.
6. Amber flashing warning light for filter loading.
7. A safety system which prevents the unit from being operated with the HEPA filter in an improper orientation.
8. All flexible ducting, vent tubing, adapter plates, and other equipment used for the passage of filtered air shall be undamaged, uncontaminated, and free of air leaks at all points.

Pre-filters shall be changed frequently during removal activities. HEPA filtration units shall exhaust outside the building.

Air will flow uninterrupted from outside the work area through the Decontamination Unit into the work area. There should be no other openings for air to enter the containment unless approved by Owner's Representative in writing.

HEPA filtration units shall be placed as far as possible from the air intake to the containment to prevent short-cycling of fresh air.

This containment, along with the decontamination unit, shall constitute the critical containment of the work area from surrounding areas. All openings to this critical containment are to be sealed except where air must enter the work site due to the use of exhaust equipment. Work area preparations shall be inspected by Owner or Owner's Representative prior to start of removal activities.

Waste Transfer Chambers shall be constructed and used as bag out chambers in lieu of removing asbestos waste through the Decontamination Unit. Waste Transfer Chambers shall be similar in all respects to the Decontamination Unit except that the third stage (i.e. dirty room) is not required.

3.2.4 Removal Procedures

1. General

Asbestos removal will not begin until Owner's Representative has given authorization to proceed. This authorization will be given after all work area preparations have passed a visual inspection by Owner's Representative.

All ACM shall be thoroughly wetted with amended water before removal. The material shall be sufficiently saturated to reduce fiber release so that the airborne fiber concentration does not exceed the established OSHA Permissible Exposure Limit (PEL). The amended water shall not be applied in amounts that will cause leakage or runoff of contaminated water from the removal area. Dry removal will not be permitted during this project.

ACM shall be carefully removed and placed immediately into bags. Bags must be filled with water to the point where all asbestos is adequately wetted as defined by federal regulations at 40 CFR 61, Subpart M. Asbestos will not be permitted to let fall or sit on the ground before being bagged. When working in high-ceiling areas, asbestos materials shall not be dropped from a height greater than that of removal or ten feet, whichever is less. If the height is greater than ten feet, the material must be transported through enclosed airtight chutes which drop directly into bags at ground level. At the completion of the project, said chutes will be disposed of as asbestos-contaminated waste. If the chutes are to be reused, they shall be thoroughly decontaminated.

Fine-cleaning of residual asbestos-containing material shall consist of carefully scraping or brushing the material from surfaces using brushes, sponges, rags, cloths, towels, etc. The recommended means for brushing a substrate after gross removal has taken place is to use a nylon brush. The substrate shall also be wetted while this brushing is performed, since the possibility of airborne fiber generation during fine cleaning still exists.

Water atomizing devices, commonly termed "mistifiers," shall be utilized by Contractor during asbestos removal and fine-cleaning Phases to provide further dust control protection in the work area. The mistifiers shall be supplied with amended water and be operated continuously during these Phases. There shall be no less than one mister per every five thousand square feet of work area space.

Where insulated substrates penetrate walls or other demising structures, remove asbestos at least halfway into the demising structure. After the removal of the asbestos materials at the demising structures, any resulting spaces or breeches shall be sealed airtight with a firestopping filler material or an approved enclosure. Contractor shall note on shop drawings all areas where ACM will remain within the demising structure.

The work area shall be cleaned of residual asbestos debris on a daily basis. The Decontamination Unit floor (top layer of polyethylene sheeting) shall be picked up and replaced on a daily basis.

Air testing will be performed on a daily basis outside of the work area. If fiber concentrations outside the work area exceed 0.010 fibers/cc or background levels, work shall stop and Contractor shall perform clean-up activities in affected areas and check the integrity of the

critical barriers. Cleanup activities shall include but not be limited to wet-wiping and vacuuming surfaces with a HEPA-equipped vacuum. Work may continue only after the source of contamination is identified, corrected, and proper cleaning activities have been implemented. Air testing may be performed by the Air Monitor on-site in affected areas. If results of these air tests are not below 0.010 f/cc, Contractor shall thoroughly decontaminate affected areas, and continue to clean areas until air tests below 0.010 fibers/cc, or background levels are obtained. All costs associated with cleaning activities due to visible contamination or airborne levels greater than 0.010 f/cc outside the work area shall be the responsibility of Contractor.

Upon completion of gross removal, a gross cleaning and a series of three fine cleanings shall commence in accordance with NYS Code Rule 56.

Substrate surfaces shall be scraped and brushed until they are free of visible debris. A final wipe-down of the substrate with wet, lint-free rags should take place in order to ensure proper cleaning. All surfaces, including floors, walls, and ceilings shall also be cleaned utilizing wet methods and HEPA-vacuuming. All visible asbestos-containing material is to be bagged and bags removed from the work area by Contractor before Contractor requests a visual inspection of the work area by IH. IH may choose not to perform final visual inspection due to lack of natural light and/or insufficient temporary lighting. Removal substrate must be clean and bare, and the entire work area must be free of suspect material to enable IH to approve the work area for encapsulation procedures or final air clearance sampling.

3. Waste Removal from the Work Area

Asbestos waste must be double-bagged before it is removed from the contained area. The inner bag will be HEPA-vacuumed and showered before being placed in the outer bag. Vacuuming must take place in the Equipment Room of the Waste Transfer Chamber. Washing must take place in Shower Room of the Waste Transfer Chamber.

Any materials considered contaminated by Owner or Owner's Representative that cannot be double-bagged shall be containerized in disposal drums. Oversized contaminated materials shall be wrapped airtight in two layers of six-mil polyethylene sheeting.

All bags, containers, or wrapped materials transported out of the work area shall be labeled with pre-printed labels required by federal EPA, OSHA, and Department of Transportation regulations. Carts used to transport asbestos waste to waste transport trucks shall be HEPA-vacuumed and wet-wiped each day, and inspected by Owner or Owner's Representative every day.

Carts that are not made of an impermeable material shall be lined with a minimum of one layer of six-mil polyethylene sheeting to be removed after each shift and disposed of as contaminated waste. The carts shall be covered with a minimum of one layer of six-mil polyethylene sheeting and waste bags shall not be heaped up over the edges of the cart. The transport route and the transport of waste out of the work area shall be coordinated with Owner's Representative.

3.2.5 Final Cleaning Procedures

After the substrate has been cleaned of all visible debris and all surfaces in the work area have been wet cleaned, Contractor shall request a visual inspection of the work area by the IH and Owner. This inspection shall be performed prior to the removal of any polyethylene sheeting in the work area. After the inspection of the work area is completed, the Contractor shall apply a thin coat of an encapsulating agent to any surfaces in the work area which were not the subject of removal or other remediation activities. Contractor shall then remove the inside layer of the work area polyethylene sheeting and dispose of it as contaminated waste. The work area shall

still have all primary barriers intact and one layer of polyethylene sheeting over floors, walls, and permanent structures within the work area during the inspection.

All objects and surfaces in the work area are to be cleaned by HEPA vacuuming and/or wet cleaning prior to removal of the second layer of plastic on the walls, ceiling and floor. All critical barriers on windows, doors, HVAC system vents and all other openings shall remain sealed.

Upon completion of cleaning, the Contractor will notify the IH for scheduling of the final visual inspection prior to final air clearance sampling.

At no time during the cleanup procedure, shall the Contractor apply encapsulant to any surface which was the subject of removal or other remediation activities. Encapsulant will only be applied to the layers of polyethylene sheeting during cleaning procedures.

After final air clearance and inspection criteria have been met (see Section 4.1 regarding Final Air Clearance), Contractor may begin final dismantling procedures.

3.2.6 Removal of Critical Barriers

Final dismantling of protective barriers shall not commence until the following criteria are met:

1. Work area is free of all visible debris, refuse, and bags.
2. All surfaces within the work area are dry.
3. Work area is found acceptable by Owner's Representative after final visual inspection.
4. All final air clearance tests show levels below 0.010 f/cc or the background level.
5. All final re-spray reinsulation has been applied.

After successful final visual inspection, and a successful final air test, and the reinsulation is completed. The reinsulation Contractor shall perform the dismantling of the critical barriers.

All polyethylene sheeting used in the construction of Decontamination Units and Containment Areas shall be bagged and disposed of as asbestos-contaminated waste. Areas exposed during this process shall be examined for traces of suspect material. If any is found, it shall be picked up by HEPA-vacuuming and wet-cleaning, and a coat of encapsulant shall be applied to affected areas. Based on the amount of suspect material found, IH may request the use of misters in the surrounding area. Contractor will then implement the use of misters as a precautionary measure.

3.3 Disposal of Asbestos Waste

Waste disposal shall be performed in accordance with this Specification and all applicable state and federal regulations.

Contractor shall provide proof that disposal sites for waste materials have current and valid permits to dump asbestos waste at the time of the pre-construction meeting. Receipts shall be obtained by Contractor from the dumping site(s), and submitted to Owner at the time of request for final payment.

Warning labels having permanent, waterproof print and adhesive shall be affixed to all bags, trucks, drums (lids and sides), and other containers used to store and/or transport asbestos-containing material. Labels must be conspicuous and legible and contain the following warning:

**DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD**

Contractor shall be responsible for all necessary precautions to prevent fiber emission due to spilling during performance of services and shall assume full responsibility for all Contractor-caused spills. Any spills shall be cleaned up by Contractor at Contractor's expense.

3.4 Housekeeping

Throughout the work period, the Contractor shall maintain the building and work site in a standard of cleanliness as specified throughout this Specification.

1. Contaminated disposable clothing, respirator filters, and other debris shall be bagged and sealed at the end of each work day.
2. All asbestos generated by removal shall be bagged immediately and not allowed to be left exposed at the end of each work day.
3. Respirators shall be thoroughly cleaned at the end of each work shift and stored for the next days use.
4. Contractor shall retain all stored items in an orderly arrangement allowing maximum access, not impeding traffic, and providing the required protection materials.
5. Contractor shall not allow the accumulation of scrap, debris, waste material, and other items not required for completion of the work.
6. Contractor shall at least weekly, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
7. Contractor shall provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.
8. Daily, and more often if necessary, Contractor shall inspect the work areas and adjoining spaces, and pick up all scrap, debris, and waste material; remove all such items to the place designated for their storage.
9. Weekly, more often if necessary, Contractor shall inspect all such arrangements of materials stored on the site; restock, tidy, or otherwise service all arrangements to meet all requirements.
10. Contractor shall maintain the site in a neat and orderly condition at all times.
11. Polyethylene bags and containers which are labeled for holding asbestos containing or asbestos contaminated materials shall be used only for material which is being disposed of as asbestos containing material.

12. All waste and material shall be transported in enclosed containers to and from the work area. The Contractor shall provide these containers. The wheels on these containers shall be kept clean at all times so that no debris is spread through the building.

4.0 QUALITY CONTROL

Owner will retain the services of an Industrial Hygiene Consultant to act as its representative, provide project administration, monitoring of Contractor work practices and performance, inspection of the work site, and bulk fiber identification. Air sampling for all phases of the asbestos removal project shall be conducted by the Owner's Representative. Analysis of the air samples shall be provided by an independent third party Air Monitoring Firm. Many references to Owner will in fact be managed by Owner's Representative or Industrial Hygienist (IH) in lieu of Owner, at Owner's request, and Contractor is required to regard the requests and interpretations of IH as having full force unless expressly informed otherwise by Owner.

4.1 Air Monitoring

4.1.1 Air Sampling – Owner's Representative

1. Background (pre-testing or baseline) air and appropriate dust samples (if necessary) shall be taken to represent conditions before Contractor starts work area preparation. A minimum of five air samples should be obtained in each work area, and five air samples outside the work area, for background testing.
2. Containment (inside work area) air samples may be taken to monitor work procedures. Concentration levels less than 1.0 fibers/cc within the work area are required to ensure that proper work procedures are being observed. These air samples may be taken within the work area during removal and decontamination operations as follows:
 1. Samples should be taken in worst case locations so as to represent the maximum probable fiber concentration. Examples are in the bag storage area, near the intake of negative air units, and near areas of gross removal and/or fine cleaning. All inside work area samples are to be collected in accordance with full shift sampling procedures. Inside the work area sample locations required by any variances utilized on the project are to be collected in accordance with full shift sampling procedures.
 2. Two samples per 5,000 square feet of work space shall be collected. A minimum of two locations inside the work area shall be sampled.
3. Building (outside work area) air samples shall be collected by Owner's Representative during removal outside major openings in the containment, i.e., in the Clean Room of the Decontamination Unit, at critical barriers, and at negative air unit exhausts. Full shift sampling is required on all air samples collected outside the work area. The number of air samples to be collected during each shift shall be based on current work activities of the Contractor, and in accordance with Owner's requirements. (For example, approximately ten air samples would be collected during full-scale removal activities to provide for full-scale air sampling in each work area, with additional samples collected at Owner's direction, and/or in accordance with NYSDOL regulations.)
4. Final clearance air samples shall be collected inside and outside the removal area in accordance with NYSDOL regulations, only after the areas have passed final visual inspection, and the area is dry and free of all visible dust and debris. Air shall be agitated by means of a small leaf blower prior to the air clearance test, and kept agitated by means of small electric fans. All samples shall be analyzed by Phase Contrast Microscopy (PCM), using the NIOSH 7400 Method. The results of all air samples must not exceed 0.010 fibers/cc or above background. Failure to meet this will require

Contractor to re-clean the designated work site, followed by a repeat of final air clearance testing. **All repeat inspections and air testing shall be paid for by Contractor.** Following successful final air clearance testing, Owner's Representative shall provide Owner with certification that acceptable air clearance test results have been obtained.

5. Any adjustment, tampering, and/or deliberate interference with air monitoring equipment by Contractor's personnel will not be tolerated. Furthermore, Contractor may be held liable for prosecution under applicable laws and regulations for attempting to falsify test results.

4.1.2 Air Sampling – Contractor

1. Contractor is required by OSHA to perform daily personal sampling during all abatement work and post the results daily. This shall include 8-hour TWA and 30-minute excursion limit sampling as required by OSHA.
2. Contractor shall provide daily personal sampling to check personal exposure levels for the purpose of establishing respiratory protection needs. Samples shall be taken for the duration of the work shift or for eight hours, whichever is less. Sampling will be to determine eight-hour Time-Weighted-Averages (TWA). Contractor is responsible for personal sampling as outlined in OSHA Standard 1926.1101.
3. Sampling personnel shall be proficient in the collection of air samples and have attended a comprehensive course as described in OSHA 1926.1101(e).
4. Air sampling results shall be available at the job site daily in written form no more than twenty-four (24) hours after the completion of a sampling cycle, with chain of custody record. The reporting document shall list each sample's result, sampling time and date, personnel monitored and their social security numbers, flow rate, sample duration, microscope field area, number of fibers per fields counted, cassette size and analysts' name and company. Air sample analysis results will be as per NIOSH 7400 or 7402 and be reported in fibers per cubic centimeter.
5. Contractor's testing laboratory shall be NYSDOH ELAP certified, participate in the AIHA "PAT" proficiency testing program, and be acceptable to Owner's Representative.
6. Contractor is required by OSHA to have a competent person on-site at all times during the work. The responsibilities of this competent person are outlined in OSHA Standard 1926.1101. A minimum of six months experience in monitoring of asbestos abatement projects is required. Competent person shall conduct daily inspections and provide written reports daily to Contractor. All costs for competent person shall be borne by Contractor.

4.2 AIR PRESSURE DIFFERENTIAL MONITORING

Owner's Representative shall obtain and record pressure differential readings at various locations during removal activities using calibrated manometers.

Each work area sample location will be compared against other non-work area sample locations (i.e., adjacent to work area in occupied areas, corridors, etc.). Readings will be obtained twice per shift from manometers mounted in the mobilization areas.

In addition to the above described air pressure differential monitoring, a strip chart recorder may be used to continuously record negative air pressure within the work area until final clearance. Anytime the average pressure differential measurements for the work area are below 0.02 inches of water, a written explanation of the possible causes will be generated by Contractor.

4.3 Work Review

IH will review Contractor's work practices prior to the start of and during all asbestos related work and will report any violations of the specifications or applicable regulations to Contractor and Owner. If Contractor fails to correct deficiencies in a timely manner, Owner will be notified in writing, and work may be stopped. IH will review the containment structure and negative air conditions before work begins and after Contractor's Site Supervisor has given approval. Airborne fiber concentrations outside containment must not exceed 0.010 fibers/cc or pre-abatement levels, whichever is greater. If concentrations exceed this level, work must be stopped, conditions reviewed as to the probable cause, and corrected and retested.

In any case, Contractor shall immediately decontaminate the affected area with wet-wiping and HEPA-vacuuming methods, at its own expense.

If concentrations exceed 0.010 fibers/cc during work area preparation, Contractor shall mist the area and decontaminate with wet-wiping and HEPA-vacuuming methods.

4.4 Inspections

IH will perform daily inspections of the containment, negative air systems, respiratory protection, decontamination unit, waste disposal methods, Contractors work procedures, and other project activities.

In addition to various daily inspections of containment and work practices, IH will perform five (5) mandatory inspections during each phase of removal. The five inspections are generally categorized as follows:

1. Pre-cleaning inspection.
2. Work area preparation inspection.
3. Final visual inspection.
4. Post-removal clean-up inspection.
5. Post-insulation clean-up inspection.

Each inspection must be requested by Contractor and performed by IH to his/her satisfaction before work may continue on the next task in the phase. Failure on the part of Contractor to obtain inspection before proceeding is regarded as a serious violation of the Contract and is unacceptable.

5.0 PERSONAL PROTECTION

5.1 Respirators and Protective Clothing

Personal protection, in the form of disposable protective clothing and respirators, jointly approved as being acceptable for protection by the Mine Safety and Health Administration (MSHA) and NIOSH under the provisions of 30 CFR Part 11, shall be provided to all workers, supervisors, and other personnel involved in the asbestos work and potentially exposed to asbestos fibers.

Each worker shall be supplied with a minimum of four complete sets of disposable protective clothing for each shift. Under no circumstances shall anyone entering the removal area be allowed to reuse contaminated protective clothing. In addition to protective clothing for workers, Contractor shall also supply protective clothing for Owner's Representative and other personnel authorized to enter and inspect the work areas(s).

Work clothes shall consist of disposable full-body suits, head covers, gloves, footwear, and eye protection. Hard hats and eye protection shall be provided by the Contractor for all personnel and all authorized visitors.

Contractor shall supply workers and supervisory personnel with appropriate respirators equipped with HEPA filters. Respirators shall be sanitized and maintained according to manufacturer's specifications. Appropriate respirator selection shall be determined based on results of the daily personal samples and in accordance to the requirements in OSHA's respiratory program at 29 CFR 1910.134, as well as NYSDOL Code Rule 56. Disposable respirators shall not be considered acceptable in any circumstance. Contractor shall maintain on-site a sufficient supply of disposable HEPA filters to allow workers and supervisory personnel to change contaminated filters at least three times daily. Contractor is solely responsible for means and methods used and for full compliance with applicable regulations.

Respirators shall be individually assigned to removal workers for their exclusive use. All respiratory protection shall be provided to workers in accordance with the written submitted respiratory protection program, which includes all items in OSHA 29 CFR 1910.134 (b) (1-11). A copy of Contractor's Respiratory Program shall be kept at the work site in the Clean Room of the Decontamination Unit. Minimum respiratory protection shall be as follows:

1. Full-facepiece Type C supplied-air respirators operated in pressure demand mode equipped with constant flow pressure demand regulators; including compressor, air filtering systems for carbon monoxide, water vapor, etc., an audible and visual CO alarm, all required bases, manifolds, connectors regulators, etc. Type C systems shall include an escape bottle with a full five (5) minutes of compressed breathing air. The Contractor shall be responsible to provide Grade "D" air for the Type C respirators. Self-contained breathing apparatus shall be worn during gross removal, demolition, renovation and/or other disturbance of ACM whenever airborne fiber concentrations inside the work area are equal to or greater than 10.0 f/cc.
2. Full-facepiece Type C supplied-air respirators operated in pressure demand mode with HEPA filter disconnect protection shall be worn during gross removal, demolition, renovation and/or other disturbance of ACM whenever airborne fiber concentrations inside the work area are equal to or greater than 1.0 f/cc and less than 10.0 f/cc.
3. Full-facepiece powered air purifying respirators (PAPRs) equipped with HEPA filters shall be worn during the removal, sealing, enclosure, repair and/or other disturbance of friable ACM whenever airborne fiber concentrations inside the work area are equal to or

less than 1.0 f/cc. A supply of charged replacement batteries, HEPA filters and flow test meter shall be available in the clean room for use with powered air purifying respirators. HEPA filters shall be changed daily or as flow testing indicates change is necessary. (Any Type C supplied air respirator operated in continuous flow may be substituted for a powered air purifying respirator.)

4. Half-mask and full-face air purifying respirators with HEPA filters shall be worn only during the preparation of the work area and performance of repairs (e.g., using glove bag techniques) provided airborne fiber concentrations inside the work area are less than 0.1 f/cc.

Workers must perform negative and positive pressure fit tests each time a respirator is put on, whenever the respirator design so permits. Each worker shall be fit-tested initially and each 6 months following by competent person. Powered Air Purifying Respirators (PAPRs) shall be tested for adequate flow as specified by the manufacturer.

Workers shall be given a qualitative fit test in accordance with procedures detailed in OSHA 29 CFR 1910.134, Appendix C, 'Qualitative Fit Test Protocols', for all respirators to be used on this abatement project. An appropriately administered quantitative fit test may be substituted for the qualitative fit test.

Upon leaving the active work area, prefilters shall be discarded, cartridges removed, and respirators cleaned in disinfectant solution and clean water rinse. Clean respirators should be stored in plastic bags when not in use. Contractor shall inspect respirators daily for broken, missing, or damaged parts.

5.2 Work Procedures

In order to avoid possible exposure to dangerous levels of asbestos, and to prevent possible contamination of areas outside the demarcated work zone, work should follow the guidelines listed below:

1. At no time shall a worker entering the containment area go further than the Clean Room of the Decontamination Unit without proper respiratory protection and protective clothing.
2. Before leaving the work area, the worker shall remove all gross contamination and debris from the coveralls. In practice this is carried out by one worker assisting another.
3. All equipment used by the workers inside the demarcated work zone shall either be left in the Dirty Room of the Decontamination Unit or be thoroughly decontaminated before being removed from the area. Extra work clothing (in addition to the disposable suits supplied by Contractor) should be left in the Dirty Room of the Decontamination Unit until the completion of work in that area. The Dirty Room shall be cleaned of all visible debris and disposable materials daily.
4. All persons leaving the containment shall thoroughly shower (while still wearing respirator) prior to entering the Clean Room of the Decontamination Unit.
5. Under no circumstance shall workers or supervisory personnel eat, drink, smoke, chew gum, or chew tobacco in the work area; to do so shall be grounds for Owner's Representative to stop all removal operations. Only in the case of life-threatening emergency shall workers or supervisory personnel be allowed to remove their protective

respirators while in the work area. In this situation, respirators are to be removed for as short a duration as possible.

6. As with additional clothing, all footwear shall be left inside the work area until the completion of the job. It shall then be cleaned or discarded as contaminated waste.

6.0 TEMPORARY UTILITIES

Contractor shall provide temporary connections to existing building utilities, if available, and provide temporary facilities as required and necessary to carry out the work. Owner will provide transformers and power. Contractor shall provide temporary power panels for the purpose of connecting with power source.

6.1 Water Service

All connections to the building's water system by the Contractor shall be equipped with Back Flow protection. Existing water service connections may be used where available. Where connections are not available, Contractor shall provide tie-ins to existing lines, with the work performed by a licensed plumber, who is certified by NYSDOL as a Restricted Handler I, Associated Trades. At the completion of work, Contractor shall restore all water utilities to original condition.

6.2 Electrical Service

6.2.1 General

Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electrical service. All power connection and panel work is to be performed by a licensed electrician, who is certified by NYSDOL as a Restricted Handler I, Associated Trades, at a location approved by Owner. All electrical panels, cables, and tie-in wiring shall be isolated from workers, building occupants and the public.

6.2.2 Temporary Power

All existing power service will be isolated and shut down for the duration of the project. Contractor shall provide service (subpanel) with a minimum of 100 amp, two-pole circuit breaker or fuse disconnect. Subpanel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion.

6.2.3 Voltage Differences

Contractor shall provide ID warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets.

6.2.4 Ground Fault Circuit Protection

Contractor shall provide receptacle outlets equipped with ground fault circuit interrupters (GFCIs) and reset button for plug-in connection of equipment.

6.2.5 Electrical Power Cords

Contractor shall use only graded and grounded extension cords.

6.3 Lighting Service

Contractor must supply temporary lighting for all lighting requirements within contained areas. All existing lighting shall be isolated and shut down. All temporary lighting within the work area shall be equipped with GFCI's at the source and every 40 foot length of temporary lighting cord or wiring. Contractor shall provide lighting to the extent needed by Owner's Representative to perform final visual inspection. Quartz lights are not permitted in containment.

6.4 Sanitary Facilities

Contractor may use existing facilities at the discretion of Owner. Personnel must clean up after themselves at all times. Misuse of facilities shall constitute grounds for revocation of use of the facilities.

APPENDIX A

ABBREVIATIONS AND ACRONYMS

The following is a list of abbreviations and acronyms and their meanings as used throughout this Specification.

| | |
|---------------|--|
| ACM | Asbestos-Containing Material |
| AIHA | American Industrial Hygiene Association |
| CFM | Cubic Feet Per Minute |
| CFR | Code of Federal Regulations |
| CMR | Code of Massachusetts Regulations |
| CO | Carbon Monoxide |
| CPR | Cardiopulmonary Resuscitation |
| DEC | Department of Environmental Conservation |
| DEP | Department of Environmental Protection |
| DLI | Department of Labor and Industries |
| DOL | Department of Labor |
| DOP | Dioctylphthalate |
| EPA | Environmental Protection Agency |
| °F | Degrees Fahrenheit |
| f/cc | Fibers Per Cubic Centimeter |
| GFCI | Ground Fault Circuit Interrupter |
| HEPA | High Efficiency Particulate Air |
| HUD | Housing and Urban Development |
| HVAC | Heating, Ventilation, and Air Conditioning |
| IH | Industrial Hygienist |
| NECA | National Electric Contractors Association |
| NEMA | National Electric Manufacturers Association |
| NESHAP | National Emission Standards for Hazardous Air Pollutants |
| NIOSH | National Institute for Occupational Safety and Health |
| NYS | New York State |
| OSHA | Occupational Safety and Health Administration |
| PAPR | Powered Air Purifying Respirator |
| PAT | Proficiency Analytical Testing Program |
| PEL | Permissible Exposure Limit |
| PSI | Pounds Per Square Inch |
| TWA | Time Weighted Average |
| UL | Underwriters Laboratories |
| US | United States |
| VAT | Vinyl Asbestos Floor Tile |

APPENDIX B

DEFINITIONS

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|-----------------------------------|--|
| Aggressive Sampling | Air sampling which takes place after final clean-up while the air is being physically agitated. |
| Airborne Asbestos Analysis | Determination of the amount of asbestos fibers suspended in a given amount of air. |
| Air Lock | A system of enclosures consisting of two polyethylene-curtained doorways at least three feet apart that does not permit air movement between clean and contaminated areas. |
| Air Monitoring | The process of measuring the airborne fiber concentration of a specific quantity of air over a given amount of time. |
| Air Plenum | Any space used to convey air in a building or structure. The space above a suspended ceiling is often used as an air plenum. |
| Ambient Air | The surrounding air or atmosphere in a given area under normal conditions. |
| Amended Water | Water to which a chemical wetting agent (surfactant) has been added to improve penetration into asbestos-containing materials that are being removed. |
| Approved Landfill | A site for the disposal of asbestos-containing and other hazardous wastes that have been given EPA approval. |
| Asbestos | A generic name given to a number of naturally occurring hydrated mineral silicates that possess a unique crystalline structure, are incombustible in air, and are separable into fibers. Asbestos includes the asbestiform varieties of chrysotile (serpentine); crocidolite (riebeckite); amosite (cummingtonite-grunerite); anthophyllite; and actinolite. |
| Asbestos Abatement | Procedures to control fiber release from asbestos-containing materials in buildings. |
| Asbestos Fibers | Fibers greater than five microns in length and with a length to width ratio of 3:1, generated from an asbestos-containing material. |
| CFM | Cubic feet per minute. |
| Clean Area | The first stage of the decontamination enclosure system in which workers prepare to enter the work area. |
| Decontamination Unit | A series of connected rooms with polyethylene doorways for the purpose of preventing contamination of areas adjacent to the work area. |
| Dirty Room or Area | Any area in which the concentration of airborne asbestos fibers exceeds 0.01 f/cc, or where there is visible asbestos residue. |
| Encapsulant (sealant) | A substance applied to asbestos-containing material which controls the release of airborne asbestos-fibers. |
| EPA | Environmental Protection Agency. |

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| Equipment Room | The last stage or room of the worker decontamination system before entering the work area. |
| Facepiece | The portion of a respirator which covers the wearer's nose, mouth, and eyes in a full facepiece. |
| f/cc | Fibers per cubic centimeters of air. |
| Fiber Control | Minimizing the amount of airborne fiber generation through the application of amended water onto asbestos-containing material, or enclosure (isolation) of the material. |
| Fireproofing | Spray- or trowel-applied fire resistant materials. |
| Friable Asbestos | Any materials that contain more than 1% asbestos by weight and can be crumbled, pulverized, or reduced to powder by hand pressure. |
| Full-Facepiece Respirator | A respirator which covers the wearer's entire face from the hairline to below the chin. |
| Glovebag | Plastic bag-type enclosure placed around asbestos-containing pipe lagging so that it may be removed without generating airborne fibers into the atmosphere. |
| Ground Fault Circuit Interrupter | A circuit breaker that is sensitive to very low levels of current leakage from a fault in an electrical system. |
| HEPA | High Efficiency Particulate Air (Air Filter). |
| HVAC System | Heating, Ventilation, and Air Conditioning System, usually found in large business and industry facilities. |
| Logbook | An official record of all activities which occurred during a removal project. |
| Make-up Air | Supplied or recirculated air to offset that which has already been exhausted from an area. |
| Medical Examinations | An evaluation of a person's health status performed by a medical doctor. |
| Method 7400 | NIOSH sampling and analytical method for fibers which uses phase-contrast microscopy. Replaces Method P&CAM 239. |
| Micron | One millionth of a meter. |
| Millimeter | One thousandth of a meter. |
| MSDS | Material Safety Data Sheet. |
| Negative Pressure | An atmosphere created in a work area enclosure such that airborne fibers will tend to be drawn through the filtration system rather than leak out into the surrounding areas. The air pressure inside the work area is less than that outside the work area. |
| NESHAP | National Emission Standards for Hazardous Air Pollutants – EPA Regulation 40 CFR Subpart M, Part 61. |

| | |
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| NIOSH | National Institute for Occupational Safety and Health, established by the Occupational Safety and Health Act of 1970. |
| NIOSH/MSHA | The official approving agencies for respiratory protective equipment who test and certify respirators. |
| OSHA | The Occupational Safety and Health Administration, created by the Occupational Safety and Health Act of 1970; serves as the enforcement agency for safety and health in workplace environments. |
| Personal Sample | An air sample taken with the sampling pump directly attached to the worker with the collecting filter placed in the worker's breathing zone. |
| Phase Contrast Microscopy (PCM) | An optical microscopic technique used for the counting of fibers in air samples, but which does not distinguish fiber types. |
| Polyethylene | Plastic sheeting which is often used to seal off an area in which asbestos removal is taking place to prevent contamination of other areas. In New York State, all polyethylene sheeting used on an asbestos abatement project must be fire-retardant. |
| Powered Air Purifying Respirator (PAPR) | Either a full facepiece, helmet, or hooded respirator that has the breathing air powered to the wearer after it has been purified through a filter. |
| Qualitative Fit Test | A method of testing a respirator's face-to-facepiece seal by covering the inhalation or exhalation valves and breathing either in or out to determine the presence of any leaks. |
| Recordkeeping | Detailed documentation of all program activities, decisions, analyses, and any other information pertinent to a project. |
| Shower Room | A room between the clean room and the equipment room in a worker decontamination system in which workers take showers when leaving the work area. |
| Substrate | The material or existing surface located under or behind the asbestos-containing material. |
| Supplied Air Respirator | A respirator that has a central source of breathing which is supplied to the wearer by way of an airline. |
| Surfactant | A chemical wetting agent added to water to improve its penetration abilities into asbestos-containing materials. |
| TWA | Time-Weighted Average, as in air sampling. |
| Visual Inspection | A walk-through type inspection of the work area to detect incomplete work, damage, or inadequate clean-up of a work site. |
| Water Damage | Deterioration or delimitation of ceiling or wall materials due to leaks from plumbing or cracks in the roof. |
| Wetting Agents | Materials that are added to water which is used for wetting asbestos-containing material in order for the water to penetrate more effectively. |

Workers' Compensation

A system of insurance required in some states by law, financed by employers, which provides payments to employees or their families for occupational injuries, illnesses, or fatalities resulting in loss of wage or income incurred while at work.

ASBESTOS ABATEMENT FIGURES

≈ 200 Square Feet of Vinyl Floor Tile and Associated Adhesive

18 – 6” MJP

9 – 2” MJP

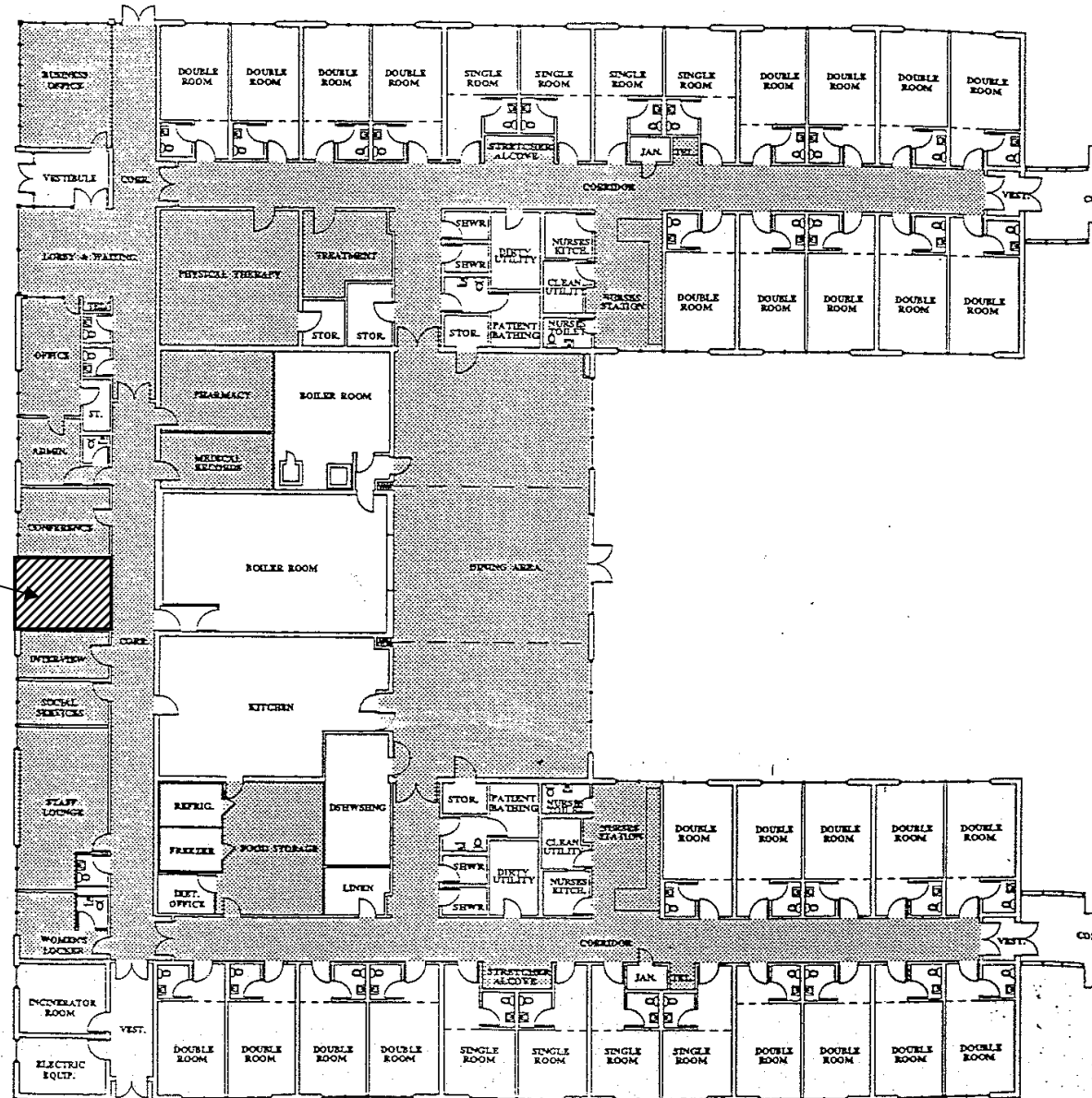


Figure 1

**Address: Essex County Horace Nye Nursing Home
81 Park Street Elizabethtown, New York**

Project Number: 063.38546.0005



Associates, Inc.

ENVIRONMENTAL GEOTECHNICAL AND MATERIALS PROFESSIONALS

171 Commerce St. Williston, Vermont 05477

Phone: (802) 862-1980 Fax: (802) 862-1405

SOURCE : Horace Nye Nursing Home

SCALE: None

CERTIFICATION OF EXPERIENCE

I, _____ HEREBY CERTIFY THAT (COMPANY _____
_____ HAS PERFORMED THE FOLLOWING WORK

WITHIN THE LAST THREE YEARS:

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

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TYPE OF WORK: _____ FAX NO.: _____

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

EXHIBIT C

INSURANCE REQUIREMENTS – PUBLIC WORKS CONTRACTORS

I. The Contractor and each of its subcontractors shall procure and maintain during the entire term of the contract the following required insurance:

- **Commercial General Liability Insurance**
\$1,000,000 per occurrence / \$2,000,000 aggregate, including coverage for liability assumed by contract, completed operations, explosion, collapse, underground hazard and products liability.
- **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
- **Owners & Contractors Protective Liability Insurance**
\$2,000,000 per occurrence / \$2,000,000 aggregate.
- **Excess/Umbrella Liability Insurance**
\$1,000,000 per occurrence / \$2,000,000 aggregate.

II. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to name the County as:

- (a) an additional insured on the Contractor's Commercial General Liability, Automobile Liability and Excess/Umbrella Liability insurance policies, and
- (b) a named insured on the Owners & Contractors Protective Liability Insurance Policy.

III. The policy/policies of insurance furnished by the Contractor shall:

- be from an A.M. Best rated "A" New York State licensed insurer; and
- contain a 30-day notice of cancellation

IV. The Contractor agrees to indemnify the County for any applicable deductibles.

V. Contractor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. Prior to commencement of work or use of facilities, the Contractor shall provide to the County proof that such requirements have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance. The failure of the County to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the County.

VI. All certificates of insurance will provide 30 days notice to the county of cancellation or non-renewal.

VII. Contractor and subcontractor waives all rights of subrogation against the owner and will have the General Liability, Umbrella Liability Workers' Compensation policies endorsed setting forth this Waiver of Subrogation.

VII. All policies will also contain no exclusions with respect to Section 240 and 241 of the NYS Labor Law.

IX. The County shall be listed as an additional insured on a primary and non-contributory basis.

APPENDIX D - STANDARD CLAUSES FOR ESSEX COUNTY CONTRACTS

1. Independent Contractor Status

The parties each acknowledge, covenant and agree that the relationship of the Contractor to the County shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, further covenants and agrees that it:

- (a) will conduct itself in accordance with its status as an independent contractor;
- (b) will neither hold itself out as nor claim to be an officer or employee of the County; and
- (c) will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the County, including but not limited to workers' compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.

2. Contractor To Comply With Laws/Regulations

The Contractor shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement.

3. Licenses, Permits, Etc.

The Contractor shall, during the term of this agreement, obtain and keep in full force and effect any and all licenses, permits and certificates required by any governmental authority having jurisdiction over the rendition and performance of the services to be furnished by the Contractor under this agreement.

4. Termination

This agreement may be terminated without cause by either party upon 30 days prior written notice, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and mileage expenses actually incurred prior to such termination. Notwithstanding the foregoing, this agreement may be immediately terminated by the County:

- (a) for the Contractor's breach of this agreement, by serving written notice of such termination stating the nature of the breach upon the Contractor by personal delivery or by certified mail, return receipt requested, and upon such termination either party shall have such rights and remedies against the other as provided by law; or
- (b) upon the reduction or discontinuance of funding by the State or Federal governments to be used in furnishing some or all of the work, labor and/or services provided for under this agreement, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and expenses (if the same are to be paid under this agreement) actually incurred prior to such termination.

5. Defense & Indemnification

The Contractor shall defend, indemnify and hold harmless the County to the fullest extent allowed by law, and notwithstanding any insurance requirements, from and against any and all liability, losses, claims, actions, demands, damages, expenses, suits, judgments, orders, causes of action and claims, including but not limited to attorney's fees and all other costs of defense, by reason of any liability whatsoever imposed by law or otherwise upon the County for damages to person, property or of any other kind in nature, including but not limited to those for bodily injury, property damage, death arising out of or in connection with its officers, employees, agents, contractors, sub-contractors, guests or invitees negligence or

its/their performance or failure to perform this agreement.

6. **Discrimination Prohibited**

The services to be furnished and rendered under this agreement by the Contractor shall be available to any and all residents of Essex County without regard to race, color, creed, sex, religion, national or ethnic origin, handicap, or source of payment; and under no circumstances shall a resident's financial ability to pay for the services provided be considered unless such consideration is allowed by State and/or Federal law, rule or regulation.

7. **Non-Discrimination In Employment**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. In the event that this is a contract to be performed in whole or in part within the State of New York for (a) the construction, alteration or repair of any public building or public work, (b) for the manufacture, sale or distribution of materials, equipment or supplies, (c) for building service, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin:

- (1) discriminate in hiring against any citizen who is qualified and available to perform the work; or
- (2) discriminate against or intimidate any employee hired for the performance of work under this contract.

The Contractor agrees to be subject to fines of \$50.00 per person per day for any violation of this paragraph, as well as to possible termination of this contract or forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Damage/Injury To Persons & Property**

The Contractor shall promptly advise the County of all damages to property of the County or of others, or of injuries incurred by persons other than employees of the Contractor, in any manner relating, either directly or indirectly, to the performance of this agreement.

9. **Records**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter collectively "the Records") in accordance with the following requirements:

- (a) the Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter;
- (b) the County Auditor, State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

The County shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified and designation of said records as exempt under the statute is reasonable. Nothing

contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

10. **Claims For Payment**

All invoices or claims for which payment is sought from the County must be submitted in accordance with the following:

- (a) each claim for payment must include
 - (1) an invoice detailing the claim,
 - (2) copies of all documentation supporting the claim,
 - (3) a properly completed County standard voucher, which includes
 - (i) the County contract number under which payment is being claimed, **AND**
 - (ii) the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. *[Failure to include this number or numbers will prevent and preclude payment by the County; except that where the payee does not have such number or numbers, the payee, on the invoice or County voucher, must give the reason or reasons why the payee does not have such number or numbers and such reasons constitute a valid excuse under law.]*
- (b) Unless otherwise provided in this agreement, each claim for payment must be submitted to the County no later than 30 days after the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (c) Notwithstanding any other provision of this agreement, no claim for payment shall be valid, and the County shall not be liable for payment thereof, unless it is submitted to the County within 30 days of the close of the calendar year in which the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (d) Unless otherwise provided in this agreement, the requirements of this paragraph 10, and/or of any other provisions of this agreement which supersede the same, shall constitute conditions precedent to the County's payment obligation, and failure to comply with any or all of said requirements shall entitle the County to deny payment.
- (e) As a further condition of payment, each claim of payment shall be accompanied by a Contractor and Sub-Contractor Progress Payment Waiver, Release and Discharge, and each Final Payment shall be accompanied by a Contractor and Sub-Contractor Final Payment, Waiver and Release form. As well as a Contractor Affidavit relative to Final Payment. Copies of these forms are attached and made a part hereof.

11. **Consent**

In the event that State or Federal law requires the recipient of services to be furnished and rendered under this agreement to give his/her prior consent thereto, the contractor shall obtain such person's consent and furnish proof thereof to the County.

12. **Executory Clause**

The County shall have no liability under this contract to the Contractor or to anyone else beyond the funds appropriated and available for this contract.

13. **Public Work & Building Service Contract Requirements**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof:

- (a) neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said

statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department; and

- (b) the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

14. **Public Work Contracts – Hazardous Substances**

If this is a contract for public work, the Contractor agrees as follows:

- (a) the Contractor acknowledges that the County uses and/or produces various substances which may be classified as hazardous under OSHA's Hazard Communication Standard;
- (b) the Contractor recognizes the use of said substances by the County and acknowledges that the County has provided, or upon request will provide, the Contractor with a description of such substances which may be present in the area of the County's facility/facilities to which the Contractor may have accessed during the performance of this contract;
- (c) the Contractor acknowledges that the County has provided, or upon request will provide, suggestions for appropriate protective measures which should be observed when the Contractor is in the area of any such hazardous substances;
- (d) the Contractor agrees to be solely responsible for providing training and information to its employees regarding any such hazardous substances, as well as of any protective measures suggested by the County;
- (e) the Contractor agrees to be solely responsible to ensure that the Contractor's employees observe protective measures during the performance of their duties in the performance of the contract, and that all such protective measures will be at least as stringent as those suggested or which would have been suggested by the County;
- (f) in the event that the Contractor's performance of the work under this contract requires the use of any hazardous substances, the Contractor shall notify the County in advance of bringing in and/or using such substances in or upon County property and suggest to the County appropriate measures to be observed by the County, its officers and employees, and/or the public; and
- (g) in the event the Contractor fails in whole or in part to comply with the terms of this paragraph, the County shall have the right to interrupt the Contractor's work and/or terminate this contract, and the Contractor shall be prohibited from renewing such work until all applicable safety and health procedures and practices are implemented by the Contractor.

15. **Disputes**

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in a court of competent jurisdiction within the State of New York.

16. **Non-Assignment**

This agreement may not be assigned, subcontracted, transferred, conveyed, sublet or otherwise disposed of in whole or in part, by the Contractor, without the prior written consent of the County, and any attempts to assign the contract without the County's written consent are null and void.

17. **No Collusion**

If this contract was awarded based upon the submission of bids, the Contractor

warrants, under penalty of perjury, that:

- (a) its bid was arrived at independently and without collusion aimed at restricting competition; and
- (b) at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

18. **International Boycott**

In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000.00, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation, has participated, is participating, or shall participate in an International boycott in violation of the federal Export Administration Act of 1979, or regulations thereunder. If such contractor, or any of the aforesaid affiliates of Contractor, is convicted, or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the County Manager within five (5) business days of such conviction, determination or disposition of appeal.

19. **County's Rights of Set-Off**

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to the Contractor under this agreement up to any amounts due and owing to the County with regard to this contract, any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason, including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices, including, in cases of set-off pursuant to an audit, the acceptance of such audit by the County Board of Supervisors or its designated representative.

20. **Contractor Defined**

Whenever the term "Contractor" is used in this agreement, such term shall include and apply to all employees, all officers, directors and agents, if any, of the Contractor.

21. **Amendment**

This agreement may not be amended, modified or renewed except by written agreement signed by the Contractor and the County.

22. **Ownership Of Work Products**

All final and written or tangible work products completed by the Contractor shall belong to the County. In the event of premature discontinuance of performance, the Contractor agrees to deliver all existing products and data files to the County.

23. **Executive Order Debarment/Suspension**

In the event that this contract involves the Contractor furnishing goods and services in excess of \$100,000.00, or constitutes a subaward to subrecipients, under any Federal program, grant or other funding source, then by executing this agreement the Contractor certifies that neither it nor any of its principals are suspended or debarred within the scope or

meaning of Executive Orders 12549 and 12689, any Federal or State regulation implementing or codifying the same, or any other Federal or State law, rule or regulation.

24. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

In the event that this contract involves the use or disclosure of protected health information within the meaning or application of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations thereunder, the following provisions of this paragraph shall apply.

- (a) **Definitions.** The terms used, but not otherwise defined, in this Agreement shall have the same meaning as given such terms in 45 CFR §160.103 and §164.501, as the same may be amended from time to time, including but not limited to the following.
- (1) "Business Associate" shall mean the Contractor, its officers, employees, agents and subcontractors.
 - (2) "Covered Entity" shall mean Essex County (the "County"), its departments, agencies, officers and employees.
 - (3) "Individual" shall have the same meaning as given such term in 45 CFR §164.501 and shall also include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
 - (4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
 - (5) "Protected Health Information" shall have the same meaning as given such term in 45 CFR §164.501, limited to the information created or received by Contractor from or on behalf of the County.
 - (6) "Required by law" shall have the same meaning as given such term in 45 CFR §164.501.
 - (7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- (b) **Obligations and Activities of Contractor.**
Contractor agrees to:
- (1) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;
 - (2) use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
 - (3) mitigate, to the extent practicable, any harmful effect that is known, should have been known, and/or discovered to/by Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement;
 - (4) report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware;
 - (5) ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information;
 - (6) provide access, at the request of the County, and in the time and manner designated by the County or the Secretary, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR §164.524;
 - (7) make any amendment(s) to Protected Health Information in a Designated Record

Set that the County directs or agrees to pursuant to 45 CFR §164.526 at the request of the County or an Individual, and in the time and manner designated by the County or the Secretary;

(8) make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, and/or to the Secretary, in a time and manner designated by the County or by the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule;

(9) document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528;

(10) provide to the County or an Individual, in time and manner designated by the County or the Secretary, information collected in accordance with the above subparagraph (b)(9) of this Agreement, to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(c) Permitted Uses and Disclosures by Contractor.

Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the persons entitled to services under this Agreement:

(1) solely for the purposes of performing Contractor's obligations under this Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County; or

(2) provided that such use or disclosures are required by law; or

(3) Contractor

(A) obtains written authorization(s) from the individual to which the information pertains permitting the specific uses or disclosures of such information to third persons,

(B) represents and agrees in writing with such individual that the information to be used and/or disclosed will remain confidential and used or further disclosed only as required by law or for the purposes specified in the written authorization(s), and

(C) such third persons agree in writing to notify the County as soon as practicable and in writing of any instances of which such third person(s) is/are aware in which the confidentiality of the information has been breached; or

(4) provide Data Aggregation services to the County as permitted by 42 CFR §164.504(e)(2)(i)(B); or

(5) report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

(d) County To Inform Contractor of Privacy Practices and Restrictions.

The County agrees to notify the Contractor of any

(1) limitation(s) in its notice of privacy practices of the County in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Contractor's use or disclosure of Protected Health Information;

- (2) changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Contractor's use or disclosure of Protected Health Information; and/or
- (3) restriction to the use or disclosure of Protected Health Information that the County has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

(e) Permissible Requests by County.

The County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the County; except that in the event that the services to be furnished by the Contractor under this Agreement requires data aggregation by the Contractor, the Contractor may use or disclose protected health information for such data aggregation or management and administrative activities of Contractor.

(f) Survival of Provisions.

The obligations of the Contractor under this paragraph 24 shall survive the expiration of the term of this Agreement and/or the termination of this Agreement, and said obligations shall remain effective and shall not terminate until all of the Protected Health Information provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in subparagraph (g) below.

(g) Return or Destruction of Protected Health Information.

Except as otherwise provided below, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon determination by the County that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

(h) Termination for Cause.

Upon the County's knowledge of a material breach of this paragraph by Contractor, the County shall:

- (1) either:
 - (A) provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement within the time specified by the County, or
 - (B) immediately terminate this Agreement if cure is not possible; and
- (2) report the violation to the Secretary.

(i) Miscellaneous.

- (1) Regulatory References. A reference in this Agreement to a section in the Privacy

Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Contractor under this paragraph 24 of this Agreement shall survive the termination of this Agreement.

(4) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the County to comply with the Privacy Rule.

25. **Severability**

If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

26. **Entire Agreement**

This agreement is the entire agreement between the parties, and the same shall be construed in accordance with the laws of the State of New York.

27. **For Medicaid/Federal Health Care Related Work**

Excluded/Debarred Party Clause

The Vendor/Contractor represents and warrants that it, nor its employees or contractors, are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event Vendor/Contractor, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Vendor/Contractor will notify Essex County in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, Essex County reserves the right to immediately cease contracting with the Vendor/Contractor.

If Vendor/Contractor is an Employment Agency, the Vendor/Contractor represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

The Vendor/Contractor further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

The General Services Administration's Federal Excluded Party List System (or any successor system),

The United States Department of Health and Human Services's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,

The New York State Department of Health's Office of the Medicaid Inspector General's

list of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered the Vendor/Contractor will notify Essex County in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, Essex County reserves the right to immediately cease contracting with the Vendor/Contractor.

CONTRACTOR PROGRESS PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT: _____

OWNER: ESSEX COUNTY

CONTRACTOR: _____

W I T N E S S E T H :

The above-named Contractor, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its' successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrant, covenant and agree as follows:

1. Releasor is/was a Contractor relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.

2 Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Contractor, its, successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor, including but not limited to subcontractors and suppliers; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Owner, its' successors and assigns; (b) the Project Architect/Engineer; and (c) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a) and (b).

4. For and in consideration of the sum of \$ _____, and other good and valuable consideration, which sum is acknowledged as being the full and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.

5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the Releasor or by any other party claiming any interest or right through the

Releasor.

6. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services, materials and/or equipment provided to it in connection with the Project and/or any contract relating thereto.

7. The Releasor hereby grants to the Releasees the right to review and audit any and books and records of the Releasor at any time for verification.

IN WITNESS WHEREOF this instrument has been executed this ___ day of _____, 20__.

Releasor

By: _____

(Print Name)

(Title)

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

I, _____, being duly sworn, depose and say that: I reside at _____, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.

Vendor/Releasor Agent Sign Here

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

Notary Public

CONTRACTOR FINAL PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT: _____

OWNER: ESSEX COUNTY

CONTRACTOR: _____

W I T N E S S E T H :

The above-named Contractor, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its' successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

1. Releasor is/was a Contractor relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.

2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Contractor, its, successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor, including but not limited to subcontractors and suppliers; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Owner, its' successors and assigns; (b) Essex County, its agencies and departments (including but not limited to its Office for the Aging); and (c) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a) and (b).

4. For and in consideration of the sum of \$_____, and other good and valuable consideration, which sum is acknowledged as being the full, final and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.

5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the

Releasor or by any other party claiming any interest or right through the Releasor.

6. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services, materials and/or equipment provided to it in connection with the Project and/or any contract relating thereto.

7. The Releasor hereby grants to the Releasees the right to review and audit any and books and records of the Releasor at any time for verification.

IN WITNESS WHEREOF this instrument has been executed this ____ day of _____, 20__.

Contractor

By:_____

(Print Name)

(Title)

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

I, _____, being duly sworn, depose and say that: I reside at _____, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.

Vendor/Releasor Agent Sign Here

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

Notary Public

CONTRACTORS AFFIDAVIT RELATIVE TO FINAL PAYMENT

PROJECT: _____

OWNER: _____ ESSEX COUNTY _____

CONTRACTOR: _____

W I T N E S S E T H :

The herein below designated representative of the Contractor being duly sworn deposes and states:

1. He is duly authorized to sign this Affidavit on behalf of the Contractor.
2. That all payrolls, bills for materials and equipment, and other indebtedness connection with the work for which the County or the County's property might be responsible or encumbered have been paid or otherwise satisfied and there remain no further indebtedness or bills outstanding.
3. Attached hereto and made a part hereof is a valid certificate of insurance evidencing that insurance required by the contract documents will remain in full force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the owner.
4. Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents.
5. Attached hereto and made a part hereof at Schedule B is a detailed list of all sub-contractors and material suppliers.
6. Contractor warrants and represents that all sub-contractors, material suppliers and fringe benefit trust funds for employees of contractor and sub-contractors on the portion of the project encompassed by the work, as well as all workers and persons employed in connection therewith have been paid in full for all labor and work and materials furnished.
7. Contractor releases and waives any and all public improvement lien rights which contractor has against the County.

IN WITNESS WHEREOF, deponent has executed this document on ____ day of _____

_____, 20____.

Contractor

By: _____

(Print Name)

(Title)

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

I, _____, being duly sworn, depose and say that: I reside at _____, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.

Vendor/Releasor Agent Sign Here

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

Notary Public

SUBCONTRACTOR/SUPPLIER PROGRESS PAYMENT
WAIVER, RELEASE AND DISCHARGE

PROJECT: _____

OWNER: _____ ESSEX COUNTY _____

CONTRACTOR: _____

SUBCONTRACTOR/SUPPLIER: _____

W I T N E S S E T H :

The above-named Subcontractor/Supplier, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its, successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

1. Releasor is/was a subcontractor/supplier to the Contractor above-named relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.
2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Subcontractor/Supplier, its' successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Contractor and all of its, sureties and other guarantors on any payment, performance, labor and/or material bond or other undertaking; (b) the abovenamed Owner, its, successors and assigns; (c) the Project Architect/Engineer; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
4. For and in consideration of the sum of \$ _____, and other good and valuable consideration, which sum is acknowledged as being the full and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.
5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or

equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the Releasor or by any other party claiming any interest or right through the Releasor.

6. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services, materials and/or equipment provided to it in connection with the Project and/or any contract relating thereto.

7. The Releasor hereby grants to the Releasees the right to review and audit any and books and records of the Releasor at any time for verification.

IN WITNESS WHEREOF this instrument has been executed this ____ day of _____, 20____.

Releasor

By: _____

(Print Name)

(Title)

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

I, _____, being duly sworn, depose and say that: I reside at _____, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.

Vendor/Releasor Agent Sign Here

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

Notary Public

SUBCONTRACTOR/SUPPLIER FINAL WAIVER, RELEASE AND DISCHARGE

PROJECT: _____

OWNER: _____ ESSEX COUNTY _____

CONTRACTOR: _____

SUBCONTRACTOR/SUPPLIER: _____

W I T N E S S E T H :

The above-named Subcontractor/Supplier, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its, successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

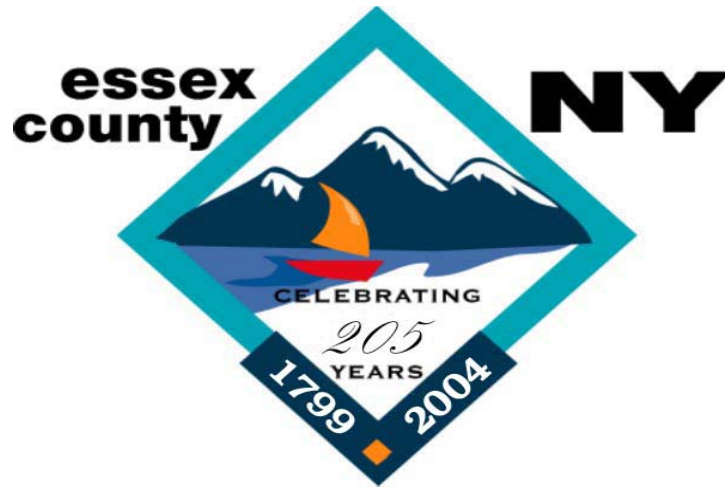
1. Releasor is/was a subcontractor/supplier to the Contractor above-named relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.

2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Subcontractor/Supplier, its' successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Contractor and all of its, sureties and other guarantors on any payment, performance, labor and/or material bond or other undertaking; (b) the abovenamed Owner, its, successors and assigns; (c) the Project Architect/Engineer; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

4. For and in consideration of the sum of \$_____, and other good and valuable consideration, which sum is acknowledged as being the full, final and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.

APPENDIX E



ESSEX COUNTY

Office of the Purchasing Agent

7551 Court Street, P.O. Box 217

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GENERAL SPECIFICATIONS FOR PROCUREMENT CONTRACTS

Adopted May 20, 1999.

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PART I
General Provisions

1. APPLICABILITY The terms and conditions set forth herein are expressly incorporated in and applicable to all procurements and resulting procurement contracts let by the Office of the Essex County Purchasing Agent where incorporated by reference in its Bid Documents. The provisions herein shall govern such procurement or contract unless expressly modified or amended by the terms of a Bid Specifications, or a negotiated Contract/Clarification document, if any. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. GOVERNING LAW The laws of the State of New York shall govern and apply to the procurement, any resulting contract and for determinations in a court of competent jurisdiction in New York of any and all disputes, litigation or interpretations arising from or connected with the procurement or contract, except where expressly superseded in a specific contract letting or where the Federal supremacy clause requires otherwise. These specifications are modeled after and upon the specifications developed and used by the New York State Office of General Services for procurements by New York State.

3. APPENDIX A / INSURANCE The mandatory terms for all Essex County contracts are expressly incorporated herein and in all bid documents and/or resulting contracts, such terms being set forth in Appendix A (*Standard Clauses for Essex County Contracts*). Insurance requirements are also attached and incorporated herein.

4. ETHICS COMPLIANCE All Bidders/Contractors and their employees must comply with the requirements of the *General Municipal Law*, the *Public Officers Law*, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State and/or municipalities. In signing the bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving Essex County and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5. CONFLICT OF CLAUSES Conflicts between procurement or contract documents shall be resolved in the following order of precedence:

(a) **Appendix A** (*Standard Clauses for Essex County Contracts*)

(b) **Contract/Clarification Documents** Writing(s) setting forth the final agreements, clarifications, terms, statement of work and/or modifications between the Bid Documents and Contractors Bid or Mini-bid.

(c) **Bid Documents** - Bid Specifications prepared by Essex County

(d) **Contractors Bid or Proposal**

6. DEFINITIONS

Terms used in this document shall have the following meanings:

AGENCY OR AGENCIES Essex County, New York, acting by or through one or more departments, boards, commissions, offices or institutions of Essex County.

ANCILLARY PRODUCT: Product which is purchased or licensed on a restricted use basis in conjunction with the principal manufacturers Product being acquired (e.g. may be used only in combination, or by educational institutions for research use).

AUTHORIZED USER(S) Agencies, or any other entity authorized by Essex County to participate in Essex County procurement contracts (including but not limited to political subdivisions, public authorities, school districts and public benefit corporations), provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation. The term “Authorized User” shall include “Licensees.”

BID OR BID PROPOSAL An offer or proposal submitted by a Bidder to furnish a described product or a solution or means of achieving a practical end, at a stated price for the stated contract term.

BIDDER Any individual or other legal entity, (including but not limited to partnership, firm or corporation) which submits a bid in response to a Bid Solicitation. The term Bidder shall also include “offeror” and/or “contractor”.

BID DOCUMENTS Writings setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions which are incorporated by reference, e.g. Appendix A (*Standard Clauses for NYS Contracts*), Appendix B, (*General Specifications*). Where these General Specifications are incorporated in negotiated contracts which have not been competitively bid, the term “Bid Documents” shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

BID SOLICITATION The notice or advertisement of an intent to purchase a specified Product by or on behalf of Authorized User(s).

BID SPECIFICATION A written description drafted by Essex County or an authorized user setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where these *General Specifications* are incorporated in negotiated contracts which have not been competitively bid, the term “Bid Specifications” shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

CONTRACT The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.

CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a contract has been established.

CONTRACTOR Any successful Bidder(s) to whom a contract has been awarded by the Purchasing Agent. The term “Contractor” includes Licensors.

COUNTY Essex County, New York.

EMERGENCY An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

ERROR CORRECTIONS Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

GROUP A classification of Product (commodities, services or technology).

INVITATION FOR BIDS (IFB) A type of Bid Document which is most typically used where requirements can be stated and award will be made to the lowest responsive bid submitted by the most responsible Bidder(s).

LATE BID For purposes of bid openings held and conducted by the Essex County Purchasing Agent, a bid not received in such place as may be designated on the Bid Specifications or in the Office of the Essex County Purchasing Agent, at or before the date and time established in the Bid Specifications for the bid opening.

LETTER OF ACCEPTANCE A letter to the successful Bidder(s) indicating acceptance of its bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a contract but is not an order for Product, and Contractor should not take any action with respect to actual contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).

LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes ancillary products, error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g. patches, fixes, PTFs, programs, code or data conversion, or custom programming).

LICENSEE The County, or one or more Agencies or Authorized Users who acquire Product from Contractor by execution of a license in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User(s) on whose behalf the license was executed who took receipt of the Product, and who shall be solely responsible for performance and liabilities incurred.

LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

MULTIPLE AWARD A determination and award of a contract in the discretion of the Purchasing Agent to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of Authorized Users (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

NEW PRODUCT RELEASES (Product Revisions) Any commercially released revisions to the version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.

PROCUREMENT RECORD Documentation by the Essex County Purchasing Agent of the decisions made and approach taken during the procurement process.

PRODUCT A deliverable under any Bid or Contract which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

PURCHASE ORDER The County's fiscal form or format which is used when making a purchase.

REQUEST FOR PROPOSALS (RFP) A type of Bid Document which is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value", as defined by the County's Procurement Policy and New York Law.

REQUEST FOR QUOTATION (RFQ) A type of Bid Document which can be used when a formal bid opening is not required (e.g. discretionary, sole source, single source or emergency purchases).

RESPONSIBLE BIDDER A Bidder that is determined to have skill, judgment and integrity, and that is found to be competent, reliable, experienced and qualified financially, as determined by the Purchasing Agent.

RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the Purchasing Agent.

SINGLE SOURCE A procurement where two or more offerors can supply the required Product, and the Purchasing Agent may award the contract to one Bidder over the other.

SOLE SOURCE A procurement where only one offeror is capable of supplying the required Product.

Bid Submission

7. BID LANGUAGE & CURRENCY All offers (tenders), and all information and Product documentation required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$ US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.

8. BID OPENING Bids may, as applicable, be opened publicly. The Purchasing Agent reserves the right at anytime to postpone or cancel a scheduled bid opening.

9. BID SUBMISSION The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, material, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

All bids shall comply with the following:

(a) Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their bids to the location set forth in the Bid Specifications prior to the stated bid opening date/time.

(b) A bid return envelope, if provided with the Bid Specifications, should be used with the bid sealed inside. If the bid response does not fit into the envelope, the bid envelope should be taped onto the outside of the sealed box or package with the bid inside. If using a commercial delivery company which requires use of their shipping package or envelope, Bidders sealed bid, labeled as detailed below, should be placed within the shippers sealed envelope to ensure that the bid is not prematurely opened. All bids must have a label on the outside of the package or shipping container outlining the following information:

“BID ENCLOSED” (bold print, all capitals)
IFB or RFP Number
Bid Submission date and time

In the event that a Bidder fails to provide such information on the return bid envelope or shipping material, the County reserves the right to open the shipping package or envelope to determine the proper bid number or Product group, and the date and time of bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the bid or the procurement. Notwithstanding the County’s right to open a bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with the foregoing requirements.

10. FACSIMILE SUBMISSIONS Unless specifically authorized by the terms of the Bid Specifications,

facsimile bids ARE PROHIBITED AND SHALL NOT BE ACCEPTED. Where the bid specifications are silent as to the submission of bids by facsimile, no fax bids shall be permitted or accepted. Where specifically authorized, the following rules and conditions apply:

- (a) FAX number(s) indicated in the Bid Specifications must be used.
- (b) Access to the facsimile machine(s) is on a “first come, first serve” basis, and the Purchasing Agent bears no liability or responsibility and makes no guarantee whatsoever with respect to the Bidders access to such equipment at any specific time.
- (c) Bidders are solely responsible for submission and receipt of the entire facsimile bid by the Essex County Purchasing Agent prior to bid opening and must include on the first page of the transmission the total number of pages transmitted in the bid, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Purchasing Agent.
- (d) Facsimile bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.

11. AUTHENTICATION OF FACSIMILE BIDS The act of submitting a bid by facsimile transmission, when, as and if specifically authorized, including an executed signature page, shall be deemed a confirming act by Bidder which authenticates the signing of the bid.

12. LATE BIDS Any bid received at the specified location after the time specified will be considered a late bid. A late bid shall not be considered for award unless acceptance of the late bid is in the best interests of Essex County and either (a) no timely bids meeting the requirements of the Bid Documents are received, or (b) in the case of a multiple award, an insufficient number of timely bids were received to satisfy the multiple award. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of Essex County, shall not excuse late bid submissions. Otherwise, all late bids will not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

13. BID CONTENTS Bids must be complete and legible. All bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified in the Bid Specifications. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Purchasing Agent or may be grounds for rejection of the bid. Changes, corrections and/or use of white-out in the bid or Bidders response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their bids before submission, as amendments to bids or requests for withdrawal of bids received by the Purchasing Agent after the time specified for the bid opening, may not be considered. All lines must have an indication of bidders response whether it be “o”, “N/A” or a dollar figure. All lines must be filled in to indicate bidder acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. The Purchasing Agent shall not assume there is “no charge” when lines are left empty.

Bidders must submit with bid detailed specifications, circulars, warranties and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Purchasing Agent reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of Essex County as interpreted by the Purchasing Agent of Essex County.

It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed.

All stock electrical items must be listed and approved by Underwriters' Laboratories, Inc.

14. EXTRANEOUS TERMS Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the bid non-responsive and may result in rejection of the bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) which are attached or referenced with the submission shall not be considered part of the bid, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms which meet all the following requirements will be considered as having been submitted as part of the Bid:

- (a) Each proposed extraneous term (addition, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- (b) The writing must identify the particular specification requirement (if any) which Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- (c) The Bidder shall enumerate the proposed addition, counteroffer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a contract unless the Purchasing Agent expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

15. CONFIDENTIAL / TRADE SECRET MATERIALS Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the *Freedom of Information Law* must request the exemption in writing, setting forth the reasons for the claimed exemption, at the time of submission. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

16. PREVAILING WAGE RATES - Public Works and Building Services Contracts If any portion of work being bid is subject to the prevailing wage rate provisions of Labor Law, the following shall apply:

(a) "Public Works" and "Building Services" – Definitions

i. Public Works *Labor Law* Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the contract. The wage and hours provision applies to any work performed by contractor or subcontractors.

ii. Building Services *Labor Law* Article 9 applies to contracts for building service work over \$1,500 with a public agency, which 1) involve the care or maintenance of an existing building, or 2) involve the transportation of office furniture or equipment to or from such building, or 3) involve the transportation and delivery of fossil fuel to such building, and 4) the principal purpose of which is to furnish services through use of building service employees.

(b) Prevailing Wage Rate Applicable to Bid Submissions A copy of the applicable prevailing wage rates to be paid or provided are attached to this solicitation. Bidders must submit bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Where the Bid Documents require the Bidder to enumerate hourly wage rates in the bid, Bidders may not submit bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. **Bids which fail to comply with this requirement will be disqualified.**

(c) Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which are subject to the provisions of the *Labor Law*. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

(d) Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the *Labor Law*, as amended by Chapter 565 of the Laws of 1997:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and sub-contractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and sub-contractors on public works projects must submit monthly payroll transcripts to Essex County which has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For mini-bid solicitations, the payroll records must be submitted to the entity preparing the agency mini-bid project specification. For "agency specific" bids, the payroll records should be submitted to the entity issuing the purchase order. For all other Essex County procurement contracts, such records should be submitted to the individual agency issuing the purchase order(s) for the work. Upon mutual agreement of the Contractor and Essex County, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor so long as: 1) the contractor/subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the contractor or subcontractor attesting to the truth and accuracy of the records accompanies the disk. **This provision does not apply to building services contracts.**

iv. Records Retention Contractors and subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

(e) Days Labor - Defined for Article 8, Public Works (For Purposes of Article 8 of the Labor Law) No laborer, worker or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do all 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. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such

restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the Essex County Purchasing Agent for the preservation of the contract site or for the protection of the life and limb of the persons using the contract site.

17. TAXES

(a) Unless otherwise specified in the Bid Specifications or set forth in this clause, the quoted bid price includes all taxes applicable to the transaction.

(b) Purchases made by Essex County and certain non-County Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a County Agency or the invoice forwarded to authorize payment for such items will be sufficient evidence that the sale by the Contractor was made to the County, an exempt organization under Section 1116 (a) (1) of the *Tax Law*. Non-County Authorized Users must offer their own proof of exemption where required. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor. For tax free transactions under the Internal Revenue Code, the Essex County Registration Number is 14 6002889.

(c) Purchases by Authorized Users other than Essex County may be subject to such taxes, and in those instances the tax should be computed based on the bid price and added to the invoice submitted to such entity for payment.

18. EXPENSES PRIOR TO AWARD Essex County is not liable for any costs incurred by a Bidder in the preparation and production of a bid or for any work performed prior to contract award and/or issuance of an approved Purchase Order.

19. ADVERTISING BID RESULTS A Bidder in submitting a bid agrees not to use the results therefrom as a part of any commercial advertising without the prior written approval of the Purchasing Agent. In addition to any other sanctions or remedies available to it in law or equity, the Purchasing Agent may suspend from bidding on its requirements or terminate a contract of any Bidder/Contractor who violates the terms of this clause.

20. PRODUCT REFERENCES

(a) **“Or Equal”** On all Bid Specifications the words “or equal” are understood to apply where a copyright brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Purchasing Agents decision as to acceptance of the Product as equal shall be final.

(b) **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products therein which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

21. RECYCLED OR RECOVERED MATERIALS Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid

Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties & Guaranties" set forth below.

Refurbished or remanufactured components or items may only be accepted at the discretion of the Purchasing Agent, or upon the conditions set forth in the Bid Specifications.

Items with recycled, recovered, refurbished or remanufactured content must be identified in the bid or will be deemed new Product.

22. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS Bids offering Products which are manufactured or produced in public institutions will be rejected.

23. PRICING

(a) Unit Pricing If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item, in the bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Purchasing Agent, such unit pricing is obviously erroneous.

(b) Net Pricing Prices must be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject only to the cash discount. If the award is to be made on another basis, transportation and other charges must be prepaid by the Contractor and added to the invoice as a separate item, unless otherwise required in the Bid Specifications.

(c) "No Charge" Bid When bids are requested on a number of Products as a group or Lot, a Bidder desiring to bid "no charge" on a Product in the grouping or Lot must clearly indicate such. Otherwise, such bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Purchasing Agent.

If a price is written in numbers and alpha, the alpha will govern.

Prices shall be net FOB any point in Essex County, New York. Price quoted shall include all delivery costs. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted by the County.

24. DRAWINGS

(a) Drawings Submitted With Bid When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Purchasing Agent, be considered a part of the bid and of any resulting contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

(b) Drawings Submitted During the Contract Term Where required by the Bid Specifications to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall be required to develop, maintain, deliver and update such drawings on an ongoing basis at no additional charge. Contractor shall be responsible for updating drawings and plans during the contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized

Users representative as required by the Bid Specifications. Where required, Contractor shall furnish to Authorized User in a timely manner the required drawings representing the then current, "as modified" condition of all product included in the scope of work.

(c) Accuracy of Drawings Submitted All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.

25. SITE INSPECTION Where Bidder is required by the Bid Specifications to deliver or install Product, or to service installed product(s) or equipment, Bidder shall be given an opportunity and shall be required to inspect the site prior to submission of the Bid, including environmental or other conditions or pre-existing deficiencies in the installed product, equipment or environment, which may affect Bidders ability to deliver, install or otherwise provide the required product. All inquiries regarding such conditions may only be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed, and to have included the costs of repair in its bid. Bidder must provide a detailed explanation of work intended to be performed under this clause. Bidder shall be required to remedy any pre-existing deficiencies or conditions at the commencement of the contract term. Reimbursement for the cost of repairing the conditions or deficiencies shall be separately enumerated in the bid.

26. SAMPLES

(a) Standard Samples Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Purchasing Agent and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Documents.

(b) Bidder Supplied Samples The Purchasing Agent reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidders name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate bid or Essex County contract reference.

A sample may be held by the Purchasing Agent during the entire term of the contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidders expense and risk. Where the Bidder has failed to fully instruct the Purchasing Agent as to the return of the sample (i.e. mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

(c) Enhanced Samples When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractors default, the Purchasing Agent may procure a commodity substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

(d) Conformance with Sample(s) Submission of a sample (whether or not such sample is tested by, or for, the Purchasing Agent) and approval thereof shall not relieve the Contractor from full compliance with all conditions and terms, performance related and otherwise, specified in the Bid Documents. If in the judgment of the Purchasing Agent the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Documents, the Purchasing Agent may reject the bid. If an award has been made, the Purchasing Agent may cancel the contract at the expense of the Contractor.

(e) Testing All samples are subject to tests in the manner and place designated by the Purchasing Agent, either prior to or after contract award. Unless otherwise stated in the Bid Specifications, Bidder Samples consumed or rendered useless by testing will not be returned to the Bidder.

27. ADDENDA / INTERPRETATION No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Purchasing Agent, 100 Court Street, P.O. Box 217, Elizabethtown, NY 12932, and to be given consideration must be received by the Purchasing Agent at least seven (7) days prior to the date set for the opening of bids.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda sent to all holders of Contract Documents at the addresses furnished therefor, at least five (5) days prior to the date of the opening of bids.

Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

Bid Evaluation

28. BID EVALUATION The Purchasing Agent reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Purchasing Agent determines the best interests of the County will be served. The Purchasing Agent, in his/her sole discretion, may accept or reject illegible, incomplete or vague bids and his/her decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the Bidders conditional or revocable terms in the offer.

Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The County reserves the right to award in whole or in part based on the lowest responsible bid.

The following three items will automatically render a bid unacceptable to Essex County:

- a. Failure to sign bid proposal page.
- b. Failure to include necessary bid deposit (as required).
- c. Failure to sign and submit non-collusive bidding certificate.

It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.

The Purchasing Agent reserves the right to reject such bids, as in his opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. One in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.

29. CONDITIONAL BID Unless the Bid Specifications provides otherwise, a bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

30. CLARIFICATIONS / REVISIONS Prior to award, the Purchasing Agent reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all Bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

31. PROMPT PAYMENT DISCOUNTS While prompt payment discounts will not be considered in determining the low bid, the Purchasing Agent may consider any prompt payment discount in resolving bids which are otherwise tied. However, any notation indicating that the price is net, (e.g. net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11_A of the *State Finance Law*, which are applicable in any case, may render the bid non-responsive and may be cause for its rejection.

32. EQUIVALENT OR IDENTICAL BIDS In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent bids as to pricing or other factors, the decision of the Purchasing Agent to award a contract to one or more of such Bidders shall be final.

33. PERFORMANCE QUALIFICATIONS The Purchasing Agent reserves the right to investigate or inspect at any time whether or not the Product, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Documents. Contractor shall at all times during the contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Purchasing Agent, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production, distribution and servicing of the Product bid. If the Purchasing Agent determines that the conditions and terms of the Bid Documents or Contract are not complied with, or that items or Product proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing or facilities are not satisfactory, or that performance is untimely, the Purchasing Agent may reject such bid or terminate the contract. Nothing in the foregoing shall mean or imply that it is obligatory upon the Purchasing Agent to make an investigation either before or after award of a contract, but should such investigation be made, it in no way relieves the Bidder/Contractor from fulfilling all requirements and conditions of the contract.

34. DISQUALIFICATION FOR PAST PERFORMANCE Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidders employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.

35. QUANTITY CHANGES PRIOR TO AWARD The Purchasing Agent reserves the right, at any time prior to the award of a specific quantity contract, to alter in good faith the quantities listed in the Bid Specifications to conform with requirements. In the event such right is exercised, the lowest responsible Bidder meeting specifications will be advised of the revised requirements and afforded an opportunity to extend or reduce its bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its bid price may result in the rejection of its bid and the award of such contract to the lowest responsible Bidder who accepts the revised requirements.

36. RELEASE OF BID EVALUATION MATERIALS Requests concerning the evaluation of bids may be submitted under the *Freedom of Information Law*. Information, other than the Bid Tabulation, shall be released as required by law after contract award. Written requests should be directed to the Purchasing Agent.

37. TIME FRAME FOR OFFERS The Purchasing Agent reserves the right to make awards within sixty (60) days after the date of the bid opening, during which period, bids must remain firm and cannot be withdrawn. If, however, an award is not made within the sixty (60) day period, bids shall remain firm until such later time as either a contract is awarded or the Bidder delivers to the Purchasing Agent written notice of the withdrawal of its bid. Any bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Purchasing Agent, be accepted or rejected.

TERMS & CONDITIONS

38. CONTRACT CREATION / EXECUTION Except as may be otherwise provided by law or by the Purchasing Agent, upon receipt of all required approvals a Contract shall be deemed executed and created with the successful Bidder(s) upon the Purchasing Agent's mailing or electronic communication to the address on the bid of (a) a Letter of Acceptance and (b) a fully executed contract, or (c) a Purchase Order authorized by the Purchasing Agent.

39. COMPLIANCE WITH LAWS, ETC. The Bidder shall comply with all the provisions of the laws of the State of New York and of the United States of America which affect municipalities and municipal contracts, and any and all State and Federal rules and regulation, and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The Bidder's special attention is called to the following laws: *General Municipal Law* Section 1 03-d, *State Finance Law* Section 167-b prohibiting the purchase of tropical hardwood products, and the New York State Public Employee Safety & Health Act of 1980.

40. MODIFICATION OF TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Purchasing Agent and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Purchasing Agent by the Contractor.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Purchasing Agent or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized Users subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

41. SCOPE CHANGES The Purchasing Agent reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the contract specifications, such changes to be within the general scope of the contract. The Purchasing Agent may make an equitable adjustment in the contract price or delivery date if the change affects the cost or time of performance.

With respect to any specific quantity stated in the contract, the Purchasing Agent reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the contract. Notwithstanding the foregoing, the Purchasing Agent may purchase greater or lesser percentages of contract quantities should the Purchasing Agent and Contractor so agree.

42. ESTIMATED QUANTITY CONTRACTS Estimated quantity contracts are expressly agreed and

understood to be made for only the quantities, if any, actually ordered during the contract term. No guarantee of any estimated quantity(s) is implied or given. Unless otherwise set forth in the Bid Specifications, contracts for services and technology are completely voluntary as to use, and therefore no quantities are guaranteed.

43. BEST PRICING OFFER During the contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this contract vehicle upon the same or similar terms and conditions as that of this contract at a lower price, the price under this contract shall be immediately reduced to the lower price.

44. PURCHASE ORDERS Unless otherwise authorized in writing by the Purchasing Agent, no Products are to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User requiring the Product. Unless terminated or canceled pursuant to the authority vested in the Purchasing Agent, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address set forth in the Contract for receipt of orders, or in the Contract Award Notification.

All Purchase Orders issued pursuant to contracts let by the Purchasing Agent must bear the appropriate contract number and, if necessary, required State approvals. Unless otherwise specified, all Purchase Orders against centralized contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the vendors order form, confirmation or acknowledgment, and the contract terms shall be resolved in favor of the terms most favorable to the Authorized User.

If, with respect to an agency specific contract, a Purchase Order is not received within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify the appropriate purchasing officer in Essex County. Failure to timely notify such officer may, in the discretion of the Purchasing Agent and without cost to the State, result in the canceling of such requirement by the Purchasing Agent with, at the Purchasing Agents discretion, a corresponding reduction in the contract quantity and price.

45. PRODUCT DELIVERY It shall be understood that with respect to contract deliveries, time is of the essence. Delivery must be made as ordered and in accordance with the terms of the contract. Unless otherwise specified in the Bid Specifications, delivery shall be made within thirty calendar days after receipt of a purchase order by the Contractor. The decision of the Purchasing Agent as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Purchasing Agent and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of the time for delivery must be requested in writing by the Contractor and approved in writing by the Purchasing Agent. Failure to meet such time schedule may be grounds for cancellation of the order or, in the Purchasing Agents discretion, the Contract.

The County must be notified twenty-four (24) hours in advance of delivery. The County reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the County.

The successful bidder shall be responsible for delivery of items in good condition at point of destination, and shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Purchasing Agent will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidders name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the Purchasing Agent. The successful bidder will be required to furnish proof of delivery in every instance.

Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.

All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

- Contract Number and/or Purchase Order Number
- Name of Article
- Item Number (if applicable)
- Quantity
- Name of the Successful Bidder

46. SATURDAY & HOLIDAY DELIVERIES Unless otherwise specified in the Bid Specifications or by an Authorized User, deliveries will not be scheduled for Saturdays, Sundays or legal holidays observed by the State of New York except of Product for daily consumption or where an emergency exists or the delivery is a replacement or is late, in which event the convenience of the Authorized User shall govern.

47. SHIPPING / RECEIPT OF PRODUCT

(a) **Packaging** Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. The container shall become and remain the property of the receiving entity unless otherwise specified in the contract documents.

(b) **Shipping Charges** Contractor shall be responsible for insuring that the Bill of Lading states "charges prepaid" for all shipments. Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be FOB Destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges are understood to not relieve the contractor from responsibility for safe and proper delivery notwithstanding the Authorized Users payment of transportation charges.

(c) **Receipt of Product** The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractors failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

48. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title and risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g. signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product which is substandard or does not comply with the Contract terms, may be rejected or accepted on an adjusted price basis, as determined by the Purchasing Agent.

49. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the receiving entity. If shrinkage occurs which exceeds that normally allowable in the trade, the receiving

entity shall have the option to require delivery of the difference in quantity, or to reduce the payment accordingly.

50. PRODUCT SUBSTITUTION In the event a specified manufacturers Product listed in the Contractors Bid becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Force Majeure Clause below) a Product deemed by the Purchasing Agent to be the equal or better of the specified commodity or service must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Purchasing Agents approval may be cause for cancellation of contract.

51. REJECTED PRODUCT When Products are rejected, they must be removed by the Contractor from the premises of the receiving entity within ten days of notification of rejection by Authorized User. Upon rejection notification, risk of loss of rejected or non-conforming Product shall remain on Contractor. Rejected items not removed by the Contractor within ten days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of the items as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition.

52. INSTALLATION Where installation is required, Bidder shall be responsible for placing and installing the equipment in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects which would mar the appearance of the equipment or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or replace the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site to its original condition. Work shall be performed so as to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

53. REPAIRED OR REPLACED PRODUCT / COMPONENTS Where the Contractor is required to repair, replace or substitute Product or components under the Contract, the repaired, replaced or substituted Product shall be subject to all terms and conditions for new Product set forth in the contract, including product warranties.

54. ON-SITE STORAGE Materials, equipment or supplies may be stored at the County/s or Authorized User's site at the Contractors sole risk and only with the approval of, as the case may be, the County or the Authorized User.

55. EMPLOYEES / SUBCONTRACTORS / AGENTS All employees, subcontractors or agents performing work under the contract must be trained technicians who meet or exceed the technical and training qualifications set forth in the Bid Specifications or the Bid, whichever is greater, and must comply with all rules and requirements of the Contract. The Purchasing Agent reserves the right to conduct a security background check or otherwise approve any employee or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause, including but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized Users security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the contract terms. The Purchasing Agent reserves the right to reject and/or bar from the facility for cause any employee, subcontractor, or agents of the Contractor.

56. ASSIGNMENT / SUBCONTRACTORS The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract, other than the assignment of the right to receive moneys due, without the prior written consent of Essex County. Prior to an assignment of the right to receive moneys becoming effective, Contractor shall file a written notice of such assignment simultaneously with Essex County and participating Authorized User(s).

The Purchasing Agent reserves the right to reject any proposed subcontractor, assignee or supplier for bona fide business reasons, which may include, but are not limited to: that the proposed transferee is on the Department of Labors list of companies with which New York State cannot do business; the Purchasing Agent determines that the company is not qualified; unsatisfactory contract performance or service has been previously provided; or attempts were not made to solicit minority and womens business enterprises (M/WBE) bidders for the subcontract.

57. PERFORMANCE / BID BOND Essex County reserves the right to require the Bidder/Contractor to furnish without additional cost, a performance, payment or bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the contract, whenever the Purchasing Agent in his/her sole discretion deems such bond or security to be in Essex County's best interest. Where required, such bond or other security shall be in the form prescribed by the Purchasing Agent.

58. STOP / SUSPENSION OF WORK

(a) Stop Work Order The Purchasing Agent reserves the right to stop the work covered by this contract at any time that the successful Contractor becomes unable or incapable of performing the work or meeting any requirements or qualifications set forth in the contract. In the event of such stopping, the Purchasing Agent shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Contractor shall be liable for any such cost on account thereof.

(b) Suspension of Work Order The Purchasing Agent, in his/her sole discretion, reserves the right to suspend any or all activities under this contract, at anytime, in the best interests of the State or Issuing Entity. In the event of such suspension, the contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on County spending, declaration of emergency, or other such circumstances. Upon issuance of such suspension of work, the Contractor is not to accept any purchase orders, as specified in the Suspension Order. Activity may resume at such time as the Purchasing Agent issues a formal written notice authorizing a resumption of work.

59. CANCELLATION A contract may be canceled by the Purchasing Agent, and/or an Authorized User may cancel its participation, license or service order under the contract, at the Contractors expense upon non-performance, or upon a determination that Contractor is non-responsive, or non-responsible.

60. FORCE MAJEURE The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor negligence of the Contractor, its officers, employees or agents contributed to such delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires or floods, or other similar cause beyond the control of the Contractor, or for any of the foregoing which affect subcontractors or suppliers and no alternate source of supply is available to the Contractor. In such event, Contractor shall notify the Purchasing Agent, by certified or registered mail, of the delay or potential delay and the cause(s) thereof either (a) within ten (10) calendar days after the cause which creates or will create the delay first arose if the Contractor could reasonably foresee that a delay could occur by reason thereof, or (b), if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe a delay could result. The foregoing shall constitute the Contractors sole remedy or excuse with respect to such delay. In the

event performance is suspended or delayed, in whole or in part, by reason of any of the aforesaid causes or occurrences and proper notification is given the Purchasing Agent, any performance so suspended or delayed shall be performed by the Contractor at no increased cost, promptly after such disabilities have ceased to exist unless it is determined in the sole discretion of the Purchasing Agent that the delay will significantly impair the value of the contract to the County or to Authorized Users, whereupon the Purchasing Agent may:

- (a) Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to County Agencies with respect to Product subjected to allocation; and/or
- (b) Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the contract quantity; or
- (c) Terminate the contract or the portion thereof which is subject to delivery delays, and thereby discharge any unexecuted portion of the contract or the relative part thereof.

61. CONTRACT BILLINGS Contractor shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billings for Agencies must contain all information required by the County Treasurer and/or Auditor. The County Treasurer shall render payment for Agency purchases, and such payment shall be made in accordance with ordinary County procedures and practices. Payment of contract purchases made by Authorized Users other than Agencies shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User.

Submission of an invoice and payment thereof shall not preclude the Purchasing Agent from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the bid and award documents.

62. DEFAULT - AUTHORIZED USER An Authorized Users breach shall not be deemed a breach of the centralized contract. In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Purchasing Agent and the Authorized Users purchasing official, suspend additional shipments of Product or provision of services to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future contract payments.

Notwithstanding the foregoing, the Contractor shall, at least 10 days prior to declaring a breach of contract by any Authorized User, by certified or registered mail, notify both the Purchasing Agent and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared. It is understood, however, that if the Contractors basis for declaring a breach is insufficient, the Contractors declaration of breach and failure to service an Authorized User shall constitute a breach of its contract and the County or Authorized User may thereafter utilize any remedy available at law or equity.

63. INTEREST ON LATE PAYMENTS

- (a) **County Agencies** The payment of interest on certain payments due and owed by a County agency may be made in accordance with Section 3-a of the *General Municipal Law* at the rate of three percent (3%) per annum.
- (b) **By Non-County Agencies** The terms of Article 11-A apply only to procurements by and the consequent payment obligations of the County. Neither expressly nor by any implication is the County responsible for payments on any purchases made by a Non-County Agency

Authorized User.

(c) By Contractor Should the Contractor be liable for any payments to the County hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the *State Finance Law* to the same extent as though the contract was with the State of New York rather than the County.

64. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

(a) Cover / Substitute Performance Upon the failure of the Contractor to properly perform within the time specified, failure to provide acceptable service, to make immediate replacement of rejected Product when so requested, or upon the revocation of the Contract by the Purchasing Agent for cause, or upon repudiation of the contract by the Contractor, the Purchasing Agent may, with or without formally bidding same:

i. Purchase from other sources to replace the Product rejected, revoked, not timely delivered or repudiated; or

ii. If after making reasonable attempts, under the circumstances then existing, to timely provide acceptable service or acquire replacement product of equal or comparable quality, the Purchasing Agent is unsuccessful, the Purchasing Agent may acquire acceptable service or replacement product of lesser or greater quality.

Such purchases may, in the discretion of the Purchasing Agent, be deducted from the contract quantity.

(b) Withhold Payment In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Purchasing Agent. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

(c) Reimbursement of Costs Incurred The Contractor agrees to reimburse the County and/or Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the County or Authorized User in connection therewith, including reasonable attorneys fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the contract, the Purchasing Agent may authorize an ordering Authorized User to rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authorized User promptly by the Contractor or deducted by the Authorized User from payments due or to become due the Contractor on the same or another transaction.

(d) Deduction / Credit Sums due as a result of these remedies may be deducted or offset by the County or Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the County or Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Purchasing Agent reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of the contract.

65. ASSIGNMENT OF CLAIM Contractor hereby assigns to the County any and all its claims for overcharges associated with this contract which may arise under the antitrust laws of the United States, 15 U.S.C. Section 1, *et seq.* and the antitrust laws of the State of New York, *General Business Law* Section 340, *et seq.*

66. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance as defined by Section 875 of the *Labor Law*, shall provide such Authorized User with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the *Labor Law*.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the user agency representative.

67. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the County or Authorized User, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this contract, to maintain at Contractors expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including workers compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

68. SECURITY / CONFIDENTIALITY Contractor warrants, covenants and represents that it will comply fully with all security procedures of the County and any Authorized User(s) in performance of the Contract.

Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, subcontractors, officers, or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the County or any Authorized User hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such confidential material which is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the County or Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State Laws and Regulations. This warranty shall survive termination of this Contract for a period of five (5) years. Contractor further agrees to take appropriate steps to instruct its personnel, agents, officers and any subcontractors regarding the obligations arising under this clause to insure such confidentiality.

69. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party agents, including but not limited to subcontractors of the Authorized User, relating to delivery of product or coordination of services.

70. CONTRACT TERM - EXTENSION In addition to any stated renewal periods in the Contract, any contract or unit portion thereof let by the Purchasing Agent may be extended by the Purchasing Agent for an additional period(s) of up to one year (cumulatively) with the written concurrence of the Contractor.

71. WARRANTIES & GUARANTEES Contractor hereby warrants and guarantees:

- (a) To fully defend, indemnify and save harmless the County, Authorized Users and their respective officers, agents and employees from suits, actions, damages and costs of every name and description arising out of the acts or omissions of Contractor, its officers, employees,

subcontractors, partners, or agents, in any performance under this contract including: i) personal injury, damage to real or personal tangible or intangible property, without limitation; ii) negligence, either active or passive, without limitation, or iii) infringement of any law or of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or other third party intellectual proprietary rights, without limitation, provided that the County or Authorized User shall give Contractor: (a) prompt written notice of any action, claim or threat of infringement suit, or other suit, promptness of which shall be established by Authorized User upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Bidders sole expense, and (c) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the County or Authorized User may require Bidder/Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Purchasing Agent shall require.

(b) Contractor warrants full ownership, clear title free of all liens, or perpetual license rights to any Products transferred to Authorized User under this Contract, and Contractor shall be solely liable for any costs of acquisition associated therewith without limitation. Contractor warrants that Authorized User will have undisturbed, peaceful use of the Products, including, without limitation, software, object or source codes, custom programming or third party intellectual property rights incorporated or embedded therein, and training modules or Documentation. Contractor fully indemnifies the County and Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.

(c) To pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees and give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the contract.

(d) Unless recycled or recovered materials are available in accordance with the "Recycled & Recovered Materials" clause, Product offered shall be standard new equipment, current model of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturers recommendations and standard practice. Every Product, including any substituted or replacement unit delivered, must be guaranteed against faulty material and workmanship for a period of one year from and after the date the unit is accepted unless otherwise specified by the County or Authorized User. Notwithstanding the foregoing, when the manufacturers standard guarantee for Product or any component thereof exceeds one year, the longer guarantee period shall apply to such unit or component thereof delivered under this contract. Furthermore, the Contractor agrees to extend its warranty period with regard to any Product delivered by the cumulative periods of time, after notification, during which the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers or employees. If during the regular or extended warranty periods faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective goods during the warranty periods shall be borne solely by the Contractor, and the County or Authorized User shall in no event be liable or responsible therefore. This warranty shall survive any termination of the contract in accordance with the warranty term.

(e) Where the provision of services requires the replacement or repair of Product, any replaced or repaired component, part or Product shall be new and shall, if available, be replaced by the original manufacturers component, part or Product. All proposed substitutes for the original manufacturers installed Product must be approved by the Authorized User before installation. The Product or part shall be equal to or of better quality than the original Product being replaced. Any Product replaced by the Contractor under the contract shall be guaranteed for one (1) year from the date of replacement and replaced at no cost to the Authorized User if found defective during that time.

(f) Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Purchasing Agent that it meets or exceeds all requirements of the bid and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for workman's compensation, and shall provide such proof as required by the Purchasing Agent. Failure to do so may constitute grounds for the County to cancel or suspend this contract, in whole or in part, or to take any other action deemed necessary by the Purchasing Agent.

The Contractor further warrants and guarantees:

i. His/Her/Its products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

ii. To furnish adequate protection from damage for all work and repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.

iii. To carry adequate insurance to protect the County from loss in case of accident, fire, theft, etc.

iv. That all deliveries will be equal to the accepted bid sample.

v. That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the County.

vi. That all manufacturers product warranties and guarantees shall be furnished to the County, and that the County's rights thereunder shall not be in any way impaired or limited.

72. YEAR 2000 WARRANTY The following Year 2000 warranty applies to procurements of:

A) Product, including: i) equipment incorporating embedded software or other technology (e.g. copiers, elevators, security systems), ii) software, or iii) other technology; or

B) Services including: i) consulting, integration, code or data conversion ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing).

This Year 2000 Warranty shall survive beyond termination or expiration of the Contract through: a) one year, b) December 31, 2000, or c) the Contractor or Third Party Manufacturers stated Year 2000 warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

(a) Definitions For purposes of this warranty, the following definitions shall apply:

i. **"Product"** shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal

components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are furnished (e.g., maintenance, consulting, systems integration, code or data conversion, data entry) the term "Product" shall include resulting deliverables.

ii. **"Contractors Product"** shall include all Product delivered under this Contract by Contractor other than Third Party Products.

iii. **"Third Party Product"** shall include product manufactured or developed by a corporate entity independent from Contractor and provided by Contractor on a non-exclusive licensing or other distribution agreement with the third party manufacturer. "Third Party Product" does not include product where Contractor is: (a) a corporate subsidiary or affiliate of the third party manufacturer/developer; and/or (b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

(b) **Warranty Disclosure** At the time of bid for individual or agency specific contracts, or at the time of ordering Product or Product quote for Essex County centralized contracts, Contractor must disclose in writing to Authorized User:

i. **For Contractor Product and Products (including, but not limited to, Contractor and/or Third Party Products and/or Authorized Users Installed Products) which have been specified to perform as a system:** Compliance or non-compliance of the Products individually and as a system with the Warranty set forth below; and

ii. **For Third Party Product not specified to perform as part of a system:** compliance on the grounds that the Contractor has passed-through the third party manufacturer Year 2000 Warranty or non-compliance based upon the fact that a) Contractor indicates that they can not pass through the third party manufacturers Year 2000 Warranty or b) there is no third party manufacturers Year 2000 Warranty to pass through.

NOTE: AN ABSENCE OR FAILURE TO FURNISH THE REQUIRED WRITTEN WARRANTY DISCLOSURE SHALL BE DEEMED A STATEMENT OF COMPLIANCE BY THE CONTRACTOR OF THE PRODUCT(S) OR SYSTEM(S) IN QUESTION WITH THE YEAR 2000 WARRANTY STATEMENT SET FORTH BELOW.

(c) **Year 2000 Warranty** Year 2000 Warranty "compliance" shall be defined in accordance with the following warranty statement:

Warranty Statement: Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

In the event of any breach of this warranty, Contractor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized Users ongoing business processes, time being of the essence, at Contractors sole cost and expense. This warranty does not extend to correction of Authorized Users errors in data entry or data conversion.

(d) **YEAR 2000 Warranty on Services** Where Contractor is providing ongoing services,

including but not limited to: i) consulting, integration, code or data conversion ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), in addition to the foregoing Year 2000 warranty on service deliverables, Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

GENERAL

73. APPLICABILITY In addition to the terms contained in **Part I (General - All Procurements)**, the terms contained in **Part II (Software & Technology Procurements)** apply to software and technology procurements.

74. DEFINITIONS - Part II

DOCUMENTATION The complete set of manuals (e.g. user, installation, instruction or diagnostic manuals) in either hard or electronic copy, necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product in accordance with the license rights.

ENTERPRISE The business operations in the United States of a Licensee or Enterprise Participant, without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of Licensee or Enterprise Participant. For the County of New York, "business operations" shall be defined as the business operations of all Agencies, as defined in Part I.

ENTERPRISE LICENSE A contract which grants Enterprise Participants unlimited license rights to access, use and/or execute Product within the Enterprise.

ENTERPRISE PARTICIPANTS One or more Licensees, as defined in Part I, participating in an Enterprise License.

LICENSE EFFECTIVE DATE The date Product is delivered to an Authorized User. Where a License involves Licensees right to copy a previously licensed and delivered Master Copy of a Program, the license effective date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

LOGICAL PARTITION A subset of the processing power within a CEC which has been divided through hardware and/or software means (i.e. *Processor Resources/System Manager [PR/SM]*) so as to limit the total processing power which is accessible by an operating system image by individual users or individual software products.

OBJECT CODE The machine executable code that can be directly executed by a computer's central processing unit(s).

PHYSICAL PARTITION A subset of the processing power within a CEC which has been derived through hardware means so as to limit the total processing power accessible by an operating system image by individual users or individual Products.

SITE The location (street address) where Product will be executed.

SOURCE CODE The programming statements or instructions written and expressed in any language

understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.

TERMS OF LICENSE The terms and conditions set forth in the Contract which are in effect and applicable to a Product order at the time of order placement, and only such additional terms as are consistent therewith or more advantageous to the Authorized User as are set forth on the individual Product order form executed and approved by both Authorized User and Contractor.

VIRUS Any computer code, whether or not written or conceived by Contractor, which disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

TERMS AND CONDITIONS

75. SOFTWARE LICENSE GRANT *Unless otherwise set forth in the Bid Specifications or Contract, where Product is acquired on a licensed based the following shall constitute the license grant:*

(a) **License Scope** Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product with other product within its business enterprise in the United States. Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the product, provided that any modifications, however extensive, shall not diminish manufacturers proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

(b) **License Term** The license term shall commence upon the License Effective Date. Where the terms of license permit licensing on a non-perpetual basis, the license term stated in the Contract shall be extended by the time periods allowed for testing and acceptance.

(c) **Licensed Documentation** Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product. If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractors expense: a) One (1) hard copy and One (1) Master Electronic Copy of the Documentation in diskette or CD-ROM format; or b) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

- Individual/Named User License – 1 copy per License
- Concurrent Users – 8 copies per site
- Processing Capacity – 8 copies per site

(d) **Product Use** Product may be accessed, used, executed, reproduced, displayed, performed by Licensee to service all Authorized Users of the machine on which Product is installed, up to the capacity measured by the applicable licensing unit stated in the terms of license (i.e. payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation).

(e) **Permitted License Transfers** As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Authorized User site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days

prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site. (e.g., named users, seats, or MIPS); and ii) that, if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee.

(f) Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturers standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("NonDisclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third partys compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the County or Licensee.

Any third party with whom a Licensee has a relationship for a state function or business operation, shall have the temporary right to use Product (using, for example, but not limited to, JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the stated function or business activity.

(g) Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: 1) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; 2) reproducing a reasonable number of copies of the Product and related documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and alter the declaration by the Licensee of a disaster; 3) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed under paragraph (F) above. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

(h) Confidentiality Restrictions The Product is a trade secret and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of license. Licensee will not remove or destroy any proprietary markings of Contractor.

(i) Restricted Use by Licensee Except as expressly authorized by the terms of license, Licensee shall not:

- a. Copy the Product;

- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;
- c. Distribute, disclose, market, rent, lease or transfer to any third party any portion of the Product or the Documentation, or use the Product or Documentation in any service bureau arrangement;
- d. Disclose the results of Product performance benchmarks to any third party who is not an Authorized User without prior notice to Contractor;
- e. Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

76. ENTERPRISE LICENSE OPTION FOR SOFTWARE Multiple Authorized Users may license any Product offered under the Contract on behalf of their collective business operations. An Enterprise License shall incorporate the terms set forth in this Part II and the pricing set forth in the Contract, and additionally the following terms:

(a) Enterprise – Defined Any Authorized User may be an Enterprise Participant. Enterprise Participants will be enumerated in the Enterprise License, including: i) contact name, ship to and main billing address of each Enterprise Participant, ii) street address of the included End User sites of each Enterprise Participant. The originally defined Enterprise may be modified at any time thereafter, including deletion or addition of Enterprise Participants, sites ownership to” locations, provided that Contractor is given written notice and that any additional capacity required by such addition is licensed in accordance with the Enterprise License terms.

(b) Product Use Product licensed under this Enterprise Option shall be licensed with the rights set forth in this Part II, without reference to a specific designated system or Licensee, up to the maximum licensed capacity. Product may be used and freely transferable anywhere within the defined Enterprise, including higher or lower performance machines, and Enterprise Participants will not incur an increase in license, support or other charges provided that the aggregate utilization of the Product does not exceed the aggregate Enterprise Licensed capacity.

(c) Submission of Orders, Billing and Usage Reporting An Enterprise may be established for order placement and billing as either a “single” or “multiple” point of contact, at Licensees option. Where designated as a “single”, one Enterprise Participant shall be designated as the lead agency and central point for submission of Purchase Orders, usage reporting and billing. Where designated as “multiple” point of contact, each designated Enterprise Participant shall be responsible for submission of Purchase Orders, reporting and billing with regard to its use of Enterprise Licensed Product. For either single or multiple point of contact Enterprises, a) Contractor agrees to hold each Enterprise Participant solely responsible for payment and performance; and b) Contractor shall be responsible for furnishing an annual report to each designated point of contact summarizing overall Enterprise License activity for the preceding twelve months.

(d) Shipping / Delivery Contractor shall be responsible for delivery of Master Copies of Enterprise Licensed Product and documentation to Enterprise Participants. Within either “Single” or “Multiple” Enterprise Licenses, shipping and delivery of Master Copies of Product and Documentation shall be the responsibility of Contractor to each “ship to” location specified on the Purchase Order(s). Distribution and installation of Enterprise Licensed Product to End Users at a site shall be the responsibility of the Licensee.

(e) Enterprise Operating Systems Unless otherwise specified by the parties, up to ten (10) hardware/operating system combinations for Product shall be included at no additional charge.

The initial ten hardware/operating systems may be specified at any time within five (5) years of the Enterprise License effective date. Additional hardware/operating systems beyond the initial ten (10) may be specified at anytime by the Enterprise, however if additional copies of Product are required for hardware/operating systems beyond the initial ten, the cost for such systems will be as mutually agreed between the parties.

(f) Product Acceptance Each Enterprise Participant shall have a right of acceptance, as set forth above in this Part II, only for the first copy of Product for its site(s).

(g) Enterprise Fees Enterprise License Fees shall be set forth in the Contract. Notwithstanding the foregoing, the Product license fees for additional copies or units of capacity for Enterprise licensed Product shall not increase by more than six percent (6%) annually each year during the Enterprise License term. Contractor may offer additional discounts/incentives for Enterprise Participants as may be mutually agreed between the parties. Enterprise Participants shall be entitled to aggregate the volume of all Enterprise Participants for purposes of establishing any applicable discounts under the Contract, and Enterprise Licensed Volume shall be aggregated with volume of non-Enterprise Licensed Product otherwise purchased under the centralized Contract. Upon termination of the Enterprise, Enterprise Participants have the right to acquire additional capacity or users at the Enterprise License price for twelve months after the termination of the Enterprise License.

(h) Technical Support Unless otherwise mutually agreed, technical support is optional and may be elected individually by Product by each Enterprise Participant. Where an Enterprise Participant is under a current maintenance or technical support contract, such Enterprise Participant shall be entitled to credit any support paid covering any portion of the Enterprise License Term to the fees due under the Enterprise license.

Enterprise Participants shall have the right to partially or wholly de-support a subset of unused Enterprise licensed capacity upon written notice to Contractor at the end of any then - current technical support term without penalty or charge. The capacity for a Program license which has been de-supported must remain inactive and may not be used within the Enterprise unless technical support for such capacity has been reinstated. In the event of de-support, Contractor reserves the right to reasonably determine compatibility of future releases or new programs prior to shipment.

(i) Merger of Two or More Enterprises Two or more Enterprises may be merged to form a larger Enterprise for the purpose of sharing and exchanging data at no additional license fee provided that participants give Contractor notice of such merger and that the combined capacity does not exceed the maximum capacity of the individual licenses.

(j) "Nested" Enterprises Individual Enterprise License participant(s) may license additional capacity or products for the specific use of a subset of the larger enterprise. Said participant(s) must certify in writing to Contractor that such use is only by the enumerated subset of participants.

(k) Default A default by any Enterprise Participant shall entitle the Contractor to the remedies against such participant under the Contract, but shall not be deemed a default by the remaining non-defaulting Enterprise Participants.

77. PRODUCT ACCEPTANCE Unless otherwise provided in the Bid Specifications, the County and/or Authorized User(s) shall have sixty (60) days from delivery to accept Product. Failure to provide notice of acceptance or rejection by the end of the period provided for under this clause would constitute acceptance by the County or Authorized User(s) as of the expiration of that period.

Unless otherwise provided in the Bid Specifications, The County or Authorized User shall have

the option to run acceptance testing on the Product prior to acceptance, such tests and data sets to be specified by User. Where using its own data or tests, The County or Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the County or Authorized User, and shall be made part of the Contractors standard documentation. The test data shall remain accessible to the County or Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within sixty (60) days from delivery, and the Contractor or Product is responsible for the delay, The County or Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for another sixty (60) day increment. The County or Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the County or Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the The County or Authorized Users agents or employees. Said costs shall be limited to fees paid to Contractor, if any, or any liability for costs incurred at the direction or recommendation of Contractor.

78. AUDIT OF LICENSED PRODUCT USAGE Contractor shall have the right to periodically audit, at its expense, use of licensed Product at any site where a copy of the Product resides provided that: i) Contractor gives Licensee or Enterprise Participants at least thirty (30) days advance notice, ii) such audit is conducted during such party's normal business hours iii) each Licensee or Enterprise Participant is entitled to designate a representative who shall be entitled to participant and simultaneously review all information obtained by the audit, and shall be entitled to copies of all reports, data or information obtained by the Contractor; and iv) if the audit shows that such party is not in compliance such party shall be liable for the unlicensed capacity and shall be required to purchase the additional units or rights necessary to bring it into compliance.

79. OWNERSHIP / TITLE TO CUSTOM PRODUCTS OR PROGRAMMING Where contract deliverables include custom products or programming, title, rights and interests to such Product(s) shall be determined as follows:

(a) Definitions

Product For purposes of this section, the term "Product" shall have the meaning set forth in Part I of these *General Specifications*, which includes, but is not limited to: software applications or programming, programming tools, documentation ~including user or training manuals), modules, interfaces, templates, and other elements such as utilities, subroutines, algorithms, formulas, source code, object code, reports, drawings, or data.

"Existing Product" is defined as any proprietary material(s) existing or developed independently and not at the expense of Licensee.

"Custom Product" is defined as any material(s), exclusive of Existing Product, created, prepared, written, compiled or developed by Contractor, or anyone acting on his behalf for The County or Authorized User pursuant to the Contract.

(b) Contractor or Third Party Manufacturers Title to Existing Product Title to Existing Product(s) does not transfer. With respect to such Existing Product(s), whether embedded in or operating in conjunction with Custom Product, Contractor warrants: a) all right, title and interest in Contractors Existing Product(s); or b) all license rights, title and interest in third party Existing

Product(s), which include the right to grant to The County or Authorized User an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s). Contractor hereby grants a irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s) embedded in or transferred for use in conjunction with Custom Product(s). The Licensee agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the license granted under this paragraph prior to distribution or use.

(c) Title to Custom Product Title to Custom Product(s), excluding Existing Product, shall be deemed the sole and exclusive property of the County or Authorized User, who shall have all right, title and interest (including ownership and copyrights). For the purposes of the federal copyright law, execution of this contract shall constitute an assignment of all right, title and interest in the Custom Product(s) by Contractor to the County or Authorized User. The County or Authorized User, in its sole discretion, reserves the right to sell Custom Product or to license them on an exclusive or non-exclusive basis to Contractor or other Third Parties. Contractor hereby agrees to take all necessary and appropriate steps to ensure that Custom Product is protected against unauthorized use, execution, reproduction, display, performance, or distribution by or through Contractor, its partners or agents. Notwithstanding this reservation of title, Contractor shall not be precluded from using the related or underlying general knowledge, skills and experience developed in the course of providing the Custom Product in the course of Contractor's business.

(d) Acquisitions Funded By Tax Exempt Financing In addition to the foregoing rights under a, b and c, the sale or licensing of Custom Product or rights therein shall not occur until such Product or rights are or become useable, and shall be at fair market value which shall be determined at the time of sale or licensing. Any such transfer shall be pursuant to a separate written agreement. If the Contract deliverables are to be funded through tax exempt financing, the County or Authorized User may assign to a Trustee or other entity for security purposes County or Authorized Users ownership and license rights in Custom and Existing Products. Contractor will cooperate with the County or Authorized User to execute such other documents as may be appropriate to achieve the objectives of this paragraph.

(e) Other Acquisitions (Not Funded by Tax Exempt Financing) In addition to the rights set forth above (paragraphs "a", "b" and "c"), the County or Authorized User reserves the right to transfer any or all rights to Custom Materials on an exclusive or non-exclusive basis. Where such transfer (sale or licensing) is provided in the Bid Specifications, Contractor shall include a purchase price for such rights in its bid. Such price shall be offered as a deduction from Contractor's overall Bid or Project Bid price, and shall be weighted as set forth in the bid evaluation criteria, if any. Such rights shall transfer to the successful Bidder/Contractor upon successful completion and acceptance by the County or Authorized User of all contract deliverables. Contractor will cooperate with the County or Authorized User to execute such other documents as may be appropriate to achieve the objectives of this paragraph.

80. PROOF OF LICENSE The Contractor must provide to each Licensee who places a Product order either: a) the Product manufacturer's certified License Confirmation Certificates in the name of each such Licensee; or b) a written confirmation from the Product manufacturer accepting Contractors Product invoice as proof of license. Bidder or Contractor shall submit a sample manufacturers certificate, or alternatively such written confirmation from the manufacturer, with the Bid or Contract. Such certificates must be in a form acceptable to the Licensee.

81. PRODUCT VERSION Product orders shall be deemed to reference Manufacturers most recently released model or version of the Product at time of delivery, unless an earlier model or version is specifically requested in writing by the County or Authorized User and Contractor is willing to provide such version.

82. MIGRATION TO CENTRALIZED CONTRACT The County or Authorized User may obtain

additional Product authorized under this contract, (e.g., licensed capacity upgrades, new releases, documentation, maintenance, consulting or training) whether or not Product was initially obtained independently of this contract. The County or Authorized Users election to obtain additional Product shall not operate to diminish, alter or extinguish rights previously granted.

83. NOTICE OF PRODUCT DISCONTINUANCE In the event that a Product manufacturer proposes to discontinue maintenance or support for Product, Contractor shall (1) notify the County and each Authorized User in writing of the intended discontinuance, and (2) continue to provide maintenance and support for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than eighteen (18) months from the date of notice, and (3) at The County or Authorized Users option, either a) provided that the County or Authorized User is under maintenance, provide the County or Authorized User with either a Product replacement with equivalent functionality at no additional charge, or b) provide County or Authorized User with the source code for Licensed Product at no additional charge to enable it to continue use and maintenance of the Product.

84. REINSTATEMENT OF MAINTENANCE The County or Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon written notice to Contractor. In the event that The County or Authorized User discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor at rates which would have been due under the contract for the period of time that such maintenance had lapsed, or for twelve months, whichever is less.

85. NO HARDSTOP / PASSIVE LICENSE MONITORING Contractor hereby represents, warrants and covenants that the Product and all Upgrades do not and will not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs", "time locks", or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Contractor agrees that in the event of a breach or alleged breach of this provision that The County or Authorized User shall not have an adequate remedy at law, including monetary damages, and that The County or Authorized User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which The County or Authorized User shall be entitled.

86. ADDITIONAL WARRANTIES / GUARANTEES Where Contractor or Product manufacturer offers additional or more advantageous warranties than set forth herein, Contractor shall offer or pass through any additional or more advantageous warranties to The County or Authorized Users. In addition to the "Warranties/Guarantees" set forth in Part I, Contractor makes the following warranties.

(a) Product Performance Warranty Contractor represents and warrants that the Products delivered pursuant to this contract conform to the manufacturers specifications, performance standards, and documentation and that the documentation fully describes the proper procedure for using the Products in an efficient manner. Contractor does not warrant that software is error-free.

In the event that Contractor does not remedy a substantial breach of this warranty within the cure period, Licensee shall also have the right to terminate any payments due Contractor, with a refund of the any fees prospectively paid from the date of breach.

(b) Year 2000 Warranty For all procurements of Product, Contractor must furnish a warranty statement in accordance with the NYS Standard Year 2000 Warranty Compliance Statement set forth in Part I at the time of bid for agency specific contracts or product order for centralized contracts.

(c) **Virus Warranty** Contractor represents and warrants that Licensed Software contains no known viruses. Bidder is not responsible for viruses introduced at Licensees site. For purposes of this provision, "Virus" shall have the meaning set forth in Part II, "Definitions".

A breach of any of the foregoing shall be deemed a material breach of the Contract or any License granted thereunder. The defaulting party shall be given written notice of a warranty breach under this section and shall have a thirty (30) day period to cure such breach.

87. INDEMINIFICATION THE WARRANTIES SET FORTH IN THESE *GENERAL SPECIFICATIONS* (PARTS I and II) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Contractor shall defend, indemnify and save harmless the County and Authorized Users from suits, actions, claims, damages and costs arising under or connected to Contractors actions, and except where express loss liabilities set forth elsewhere in the Contract provide for a higher loss limitation liability than as set forth in this paragraph, or where such express provisions impose Contractor liability on "without limitation", the total liability of Contractor for such claim(s), regardless of the nature and basis for the claim, shall not exceed two (2) times the fees paid for the applicable Product. For any suit, action, claim, damages or costs arising under or are connected to personal injury or property damage, or breach of the title, patent and copyright warranties, Contractor shall be fully liable without limitation.

The County or Authorized User may retain such moneys from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted by or against the County or Authorized User, provided however, that Contractor shall not indemnify each such entity to the extent that any claim, loss or damages arising hereunder is caused by the negligence act or failure to act of said entity.

88. SOURCE CODE ESCROW FOR LICENSED PRODUCTS If source code or source code escrow is offered by either Contractor or Product manufacturer/developer to any other commercial customers, Contractor either: i) will provide Licensee with the Source Code for the Product; or ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the County, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the County, or iii) will certify to the County that the Product manufacturer/developer has named the County, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the County and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above. Contractor shall identify the escrow agent upon commencement of the contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The County may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.



Andrew M. Cuomo, Governor

Colleen C. Gardner, Commissioner

Essex County
Donna Thompson, Sr Purchasing Clerk
7551 Court St
Elizabethtown NY 12932

Schedule Year 2011 through 2012
Date Requested 05/16/2012
PRC# 2011007909

Location Horace Nye Home
Project ID#
Project Type Asbestos abatement

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 2011 through June 2012. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

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

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Colleen C. Gardner, Commissioner

Essex County
Donna Thompson, Sr Purchasing Clerk
7551 Court St
Elizabethtown NY 12932

Schedule Year 2011 through 2012
Date Requested 05/16/2012
PRC# 2011007909

Location Horace Nye Home
Project ID#
Project Type Asbestos abatement

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

| | | |
|---|--|------------|
| Federal Employer Identification Number: _____ | | |
| Name: _____ | | |
| Address: _____ _____ | | |
| City: _____ | State: _____ | Zip: _____ |
| Amount of Contract: \$ _____ | Contract Type: | |
| Approximate Starting Date: ____/____/____ | <input type="checkbox"/> (01) General Construction | |
| Approximate Completion Date: ____/____/____ | <input type="checkbox"/> (02) Heating/Ventilation | |
| | <input type="checkbox"/> (03) Electrical | |
| | <input type="checkbox"/> (04) Plumbing | |
| | <input type="checkbox"/> (05) Other : _____ | |

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

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

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Construction Industry Fair Play Act

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

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

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

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

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



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

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

The law says that you are an employee unless:

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

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

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

Employee rights. If you are an employee:

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

Independent Contractors: If you are an independent contractor:

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

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

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

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

Employer Name:

WORKER NOTIFICATION

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

Effective February 24, 2008

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

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

Attention Employees

THIS IS A: PUBLIC WORK PROJECT

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

Chapter 629 of the Labor Laws of 2007:

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

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

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

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

Contractor Name: _____

Project Location: _____

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

Effective July 18, 2008

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

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

Where to find OSHA 10-hour Construction Course

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

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

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

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

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

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

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: mailto:japs@buffalo.edu

(716) 829-2125

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

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingletin@keene.edu

(800) 449-6742

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

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

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

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

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS Reform 2008

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

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

IMPORTANT INFORMATION

Regarding Use of Form PW30R

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

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

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

AND

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

REMEMBER...

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

Do not write in any additional Classifications or Counties.

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

Instructions for Completing Form PW30R

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

Before completing Form PW30R check to be sure ...

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

Instructions (Type or Print legibly):

Contractor Information:

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

Project Information:

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

Do not write in any additional Classifications or Counties.

Requestor Information:

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

Return Completed Form:

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



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

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

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

Please Type or Print the Requested Information

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

Contractor Information

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

Project Information

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

Requestor Information

Name: _____
 Title: _____ Date : _____

Job Classification Checklist

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

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

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

Job Classification Checklist

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

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

| Job Classification | Tag # | Applicable Counties | Check Box |
|---------------------------|------------------------|--|--------------------------|
| Carpenter - Heavy/Highway | 277oneidah | Herkimer, Madison, Oneida | <input type="checkbox"/> |
| Carpenter - Heavy/Highway | 277h Os | Oswego | <input type="checkbox"/> |
| Electrician | 25m | Nassau, Suffolk | <input type="checkbox"/> |
| Electrician | 43 | Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne | <input type="checkbox"/> |
| Electrician | 840Teledata and 840 Z1 | Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates | <input type="checkbox"/> |
| Electrician | 86 | Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming | <input type="checkbox"/> |
| Electrician Lineman | 1049Line/Gas | Nassau, Suffolk | <input type="checkbox"/> |
| Electrician Lineman | 1249a | Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates | <input type="checkbox"/> |
| Elevator Constructor | 138 | Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester | <input type="checkbox"/> |
| Elevator Constructor | 14 | Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming | <input type="checkbox"/> |
| Elevator Constructor | 27 | Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates | <input type="checkbox"/> |
| Elevator Constructor | 35 | Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington | <input type="checkbox"/> |
| Elevator Constructor | 62.1 | Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins | <input type="checkbox"/> |

Job Classification Checklist

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

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

| Job Classification | Tag # | Applicable Counties | Check Box |
|---|------------------|--|--------------------------|
| Glazier | 677.1 | Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates | <input type="checkbox"/> |
| Insulator - Heat & Frost | 30-Syracuse | Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins | <input type="checkbox"/> |
| Laborers - Residential Deconstruction, Demolition | 601 | Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Essex, Franklin, Genesee, Jefferson, Lewis, Livingston, Monroe, Onondaga, Ontario, Orleans, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Wayne, Wyoming, Yates | <input type="checkbox"/> |
| Operating Engineer - Heavy& Highway | 832H | Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates | <input type="checkbox"/> |
| Painter | 178 B | Broome, Chenango, Tioga | <input type="checkbox"/> |
| Painter | 178 E | Chemung, Schuyler, Steuben | <input type="checkbox"/> |
| Painter | 178 O | Delaware, Otsego | <input type="checkbox"/> |
| Painter | 31 | Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca | <input type="checkbox"/> |
| Painter | 38.O | Oswego | <input type="checkbox"/> |
| Painter | 4-Buf,Nia, Olean | Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming | <input type="checkbox"/> |
| Painter | 4-Jamestown | Cattaraugus, Chautauqua | <input type="checkbox"/> |
| Sheetmetal Worker | 46 | Livingston, Monroe, Ontario, Seneca, Wayne, Yates | <input type="checkbox"/> |
| Teamster - Heavy&Highway | 294h/h | Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington | <input type="checkbox"/> |
| Teamster - Heavy&Highway | 317a.hh | Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates | <input type="checkbox"/> |
| Teamster - Heavy&Highway | 693.H/H | Broome, Chenango, Delaware, Otsego, Tioga | <input type="checkbox"/> |

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

| | |
|--|---------|
| Electrician (Inside) | 1:1,1:3 |
| Elevator/Escalator Construction & Modernizer | 1:1,1:2 |
| Glazier | 1:1,1:3 |
| Insulation & Asbestos Worker | 1:1,1:3 |
| Iron Worker | 1:1,1:4 |
| Laborer | 1:1,1:3 |
| Mason | 1:1,1:4 |
| Millwright | 1:1,1:4 |
| Op Engineer | 1:1,1:5 |
| Painter | 1:1,1:3 |
| Plumber & Steamfitter | 1:1,1:3 |
| 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 | 631-687-4882 | 631-687-4904 |
| Bureau of Public Work - Rochester | 585-258-4505 | 585-258-4708 |
| Bureau of Public Work - Syracuse | 315-428-4056 | 315-428-4671 |
| Bureau of Public Work - Utica | 315-793-2314 | 315-793-2514 |
| Bureau of Public Work - White Plains | 914-997-9507 | 914-997-9523 |
| Bureau of Public Work - Central Office | 518-457-5589 | 518-485-1870 |

Essex County General Construction

Asbestos Worker

05/01/2012

JOB DESCRIPTION Asbestos Worker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour

7/01/2011

Asbestos Worker

Removal & hazardous

abatement Only

\$ 17.50 plus additional \$3.00*

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

* To be allocated at a later time.

SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman

\$ 7.50

OVERTIME PAY

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

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

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

*Code Q applies to 4,6,25.

**Code T applies to 2.

9-12a - Removal Only

Boilermaker

05/01/2012

JOB DESCRIPTION Boilermaker

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

07/01/2011

Boilermaker

\$ 30.00

SUPPLEMENTAL BENEFITS

Per hour worked

Journeymen

\$ 22.36

OVERTIME PAY

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

*,** DOUBLE TIME AFTER TEN HOURS ON MON.-SAT.

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

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

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked.

All Apprentices get same benefits as Journeyman.

1-197

Carpenter - Building **05/01/2012**

JOB DESCRIPTION Carpenter - Building

DISTRICT 1

ENTIRE COUNTIES
 Clinton, Essex, Franklin

WAGES

| Per hour: | 07/01/2011 | 06/01/2012 An Additional | 06/01/2013 An Additional | 06/01/2014 An Additional |
|----------------|------------|-----------------------------|-----------------------------|-----------------------------|
| Carpenter | \$ 23.41 | \$ 0.88** | \$ 1.29** | \$ 1.44** |
| Floor Coverer | 23.41 | 0.88** | 1.29** | 1.44** |
| Carpet Layer | 23.41 | 0.88** | 1.29** | 1.44** |
| Dry-Wall | 23.41 | 0.88** | 1.29** | 1.44** |
| Lather | 23.41 | 0.88** | 1.29** | 1.44** |
| Piledriver | 23.66 | 0.88** | 1.29** | 1.44** |
| Diver-Wet Day | 45.58 | 0.88** | 1.29** | 1.44** |
| Diver -Dry Day | 24.41 | 0.88** | 1.29** | 1.44** |
| Diver Tender | 24.41 | 0.88** | 1.29** | 1.44** |

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:

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

(**)To be allocated at a later date

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 15.67

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked:

| | |
|---------------|---------|
| Carpenter | |
| 1st year term | \$ 8.25 |
| 2nd year term | 8.25 |
| 3rd year term | 10.75 |
| 4th year term | 10.75 |

1-291B-Cli

Carpenter - Building / Heavy&Highway

05/01/2012

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Wages per hour:

07/01/2011

Carpenter - ONLY for
Artificial Turf/Synthetic
Sport Surface Installer

\$ 26.50

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

SUPPLEMENTAL BENEFITS

Per hour Paid:

07/01/2011

Journeyman

\$ 18.00

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE

Overtime: See (6, 16, 27) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour paid:

07/01/2011

Carpenter

| | |
|---------------|---------|
| 1st year term | \$ 9.00 |
| 2nd year term | 14.40 |
| 3rd year term | 15.30 |
| 4th year term | 16.20 |

1-42AtSS

Carpenter - Heavy&Highway

05/01/2012

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Clinton, Essex, Franklin, Hamilton

WAGES

Per hour:

07/01/2011

| | |
|------------|----------|
| Carpenter | \$ 27.65 |
| Millwright | 29.15 |
| Piledriver | 27.65 |

| | |
|---------------|-------|
| Diver-Wet Day | 43.95 |
| Diver-Dry Day | 28.65 |
| Diver-Tender | 28.65 |

State or Federal designated hazardous site, requiring protective gear shall be an additional \$1.50 per hour.
Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 16.05

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour worked:

| | |
|----------------|---------|
| 1st year terms | \$ 7.46 |
| 2nd year terms | 12.01 |
| 3rd year terms | 16.05 |
| 4th year terms | 16.05 |

1-291HH-Ess

Electrician

05/01/2012

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

WAGES

Per hour: 07/01/2011

| | |
|----------------------|----------|
| Electrician | \$ 31.00 |
| Cable Splicer | 32.50 |
| Tunnel worker/welder | 32.50 |

NOTE:

A) Shift Work: The following rates will apply on all Contracting Agency mandated shifts worked between the hours listed below. The employer may be permitted to adjust the starting hours of the shift by up to two (2) hours if required by the agency. If a shift begins outside of the stated shift hours, the rate paid would be determined by what shift period the majority of the hours were worked.

| | | |
|-----------|---------------------|------------------------------|
| 1st shift | 8:00 AM to 4:30 PM | Regular wage rate |
| 2nd shift | 4:30 PM to 1:00 AM | Regular wage rate plus 17.3% |
| 3rd shift | 12:30 AM to 9:00 AM | Regular wage rate plus 31.4% |

B) Additional \$1.50 per hour for all underground and tunnel work working 35 feet or more on scaffolds, ladders, towers, steeples, structural steel, or over

65 feet from mechanical lifts.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 15.65
 *plus 3% of gross wage

* NOTE: THE 3% IS BASED ON THE HOURLY WAGE PAID ON STRAIGHT TIME RATE OR PREMIUM TIME RATE.

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

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

| | 1-1000 40% | to 2000 45% | to 3500 50% | to 5000 60% | to 6500 70% | to 8000 80% |
|----------------------------------|---------------|----------------|----------------|----------------|----------------|----------------|
| 07/01/2011 | \$ 12.40 | \$ 13.95 | \$ 15.50 | \$ 18.60 | \$ 21.70 | \$ 24.80 |
| Tunnel apprentices 07/01/2011 | \$ 13.90 | \$ 15.45 | \$ 17.00 | \$ 20.10 | \$ 23.20 | \$ 26.30 |

Supplemental Benefits per hour worked:

Appr 1st & 2nd term \$ 6.94
 * plus 3% of gross wage

Appr All other terms \$ 15.65
 * plus 3% of gross wage paid.

* NOTE: THE 3% IS BASED ON THE HOURLY WAGE PAID ON STRAIGHT TIME RATE OR PREMIUM TIME RATE.

6-910

Elevator Constructor

05/01/2012

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

| Per hour | 07/01/2011 | 01/01/2012 |
|----------|---------------------------|---------------------------|
| Mechanic | \$ 38.94 | \$ 40.09 |
| Helper | 70% of Mechanic Wage Rate | 70% of Mechanic Wage Rate |

(**)To be allocated at a later date

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

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

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

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman/Helper \$ 21.785* \$ 23.535*

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

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

Supplemental Benefits per hour worked

| | | |
|-------------|-----------|-----------|
| Apprentices | \$ 21.785 | \$ 23.535 |
| | +6% | +6% |
| | of wage | of wage |

1-35

Glazier **05/01/2012**

JOB DESCRIPTION Glazier

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

| | 07/01/2011 | 05/01/2012 | 05/01/2013 |
|-------------------|---|------------|------------|
| Glazier base wage | \$ 23.60 | \$1.50** | \$1.50** |
| | + additional \$1.50 per hour for all hours worked | | |

*High Work Base Wage 27.65
 + additional \$3.30 per hour for all hours worked

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

(**)To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked

| | |
|----------------------|----------|
| Journeyman | \$ 13.98 |
| Journeyman High Work | 19.18 |

OVERTIME PAY

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

Premium is applied to the respective base wage only.

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

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

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

+ additional \$1.50 per hour for all hours worked for all terms

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

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

+ additional \$3.30 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

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

| | |
|----------------------|----------|
| Apprentice | |
| 1st-4th term | \$12.63 |
| 5th-8th term | 13.98 |
| Apprentice High Work | |
| 1st-4th term | \$ 14.78 |
| 5th-8th term | 19.18 |

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

| | |
|----------------------|----------|
| Apprentice | \$ 13.98 |
| Apprentice High Work | 19.18 |

1-201

Insulator - Heat & Frost

05/01/2012

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

| | | |
|----------------------|------------|---------------|
| Wages per hour | 07/01/2011 | 05/01/2012 |
| | | An Additional |
| Asbestos Worker* | \$ 28.83 | \$ 1.50** |
| Insulator* | 28.83 | 1.50** |
| Firestopping Worker* | 24.51 | 1.50** |

(*)On Mechanical Systems only.
 (**)To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked

| | |
|------------|----------|
| Journeyman | \$ 18.26 |
|------------|----------|

OVERTIME PAY

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

*B1=Double time begins after 10 hours on Saturday

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked:

| | |
|-------------|----------|
| Apprentices | \$ 18.26 |
|-------------|----------|

1-40

Ironworker

05/01/2012

JOB DESCRIPTION Ironworker

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

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

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

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

WAGES

Per hour 07/01/2011

| | |
|------------------------|----------|
| Ornamental | \$ 27.65 |
| Reinforcing | 27.65 |
| Rodman | 27.65 |
| Sheeter Bucker-up | 27.90 |
| Structural & Precast | 27.65 |
| Mover/Rigger | 27.65 |
| Fence Erector | 27.65 |
| Stone Derrickman | 27.65 |
| Sheeter | 27.90 |
| Curtain Wall Installer | 27.65 |
| Metal Window Installer | 27.65 |

SUPPLEMENTAL BENEFITS

Per hour worked

JOURNEYMAN \$ 22.46

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

07/01/2011

| | |
|--------|----------|
| 1st yr | \$ 16.00 |
| 2nd yr | 18.00 |
| 3rd yr | 20.00 |
| 4th yr | 22.00 |

Supplemental Benefits per hour worked

| | |
|----------|---------|
| 1st year | \$ 8.50 |
| 2nd year | 16.83 |
| 3rd year | 18.02 |
| 4th year | 19.18 |

1-12

Laborer - Building

05/01/2012

JOB DESCRIPTION Laborer - Building

DISTRICT 1

ENTIRE COUNTIES

Clinton, Essex, Warren

WAGES

GROUP #A:

Basic Rate, Multi Trade Tender, Pipe Layer (water, sewer & etc), Self-propelled equipment operator

GROUP #B:

Demolition and wrecking, Concrete or plaster pump.

GROUP #C:

Sandblaster on construction clean-up, Drilling equipment only where a separate air compressor unit supplies power, Metal formsetter (sidewalk) and Curb Setter, Asphalt Raker, and Tail/Screwman on paving machine.

GROUP #D:
Acetylene Burner on demolition and cutting of Pipe

GROUP #E:
Blaster

GROUP #F:
Workers in kilns, tanks, boilers etc., Asbestos & Hazardous Waste Work.

| WAGES per hour | 07/01/2011 | 07/01/2012 An Additional |
|----------------|------------|-----------------------------|
| Group # A | \$ 19.78 | \$ 0.95* |
| Group # B | 19.93 | |
| Group # C | 20.08 | |
| Group # D | 20.23 | |
| Group # E | 20.28 | |
| Group # F | 20.78 | |

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 15.67

OVERTIME PAY

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

*Inclement weather makeup day may be provided November 15 to May 15.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

Terms are at the following percentage of Group Rate A.

| | | |
|-------------|-----------------|-----------------|
| 0-1,333 Hrs | 1,334-2,666 Hrs | 2,667-4,000 Hrs |
| 70% | 80% | 90% |

Supplemental Benefits per hour worked

Apprentices \$ 15.67

1-186ew

Laborer - Heavy&Highway

05/01/2012

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Clinton, Essex, Warren

WAGES

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

GROUP # B:

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

GROUP # C:

Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Acetylene Torch Operators, Asphalt Raker, Powderman, Tail or Screw Operator on Asphalt Paver.

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

GROUP # E:
 Hazardous waste, Lead & Abestos abatement.

| WAGES per hour | 07/01/2011 | 07/01/2012 An Additional |
|----------------|------------|-----------------------------|
| Group # A | \$ 22.94 | \$ 1.35* |
| Group # B | 23.14 | |
| Group # C | 23.34 | |
| Group # D | 23.54 | |
| Group # E | 24.94 | |

All employees who work a single irregular shift starting between 5:00 pm and 1:00 am on governmental mandated night work shall be paid an additional \$1.75 per hour.

(*)To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 16.33

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

REGISTERED APPRENTICES

Wages per hour

Terms are at the following percentage of Group A rate.

| | | |
|------------|---------------|---------------|
| 0-1333 Hrs | 1334-2666 Hrs | 2667-4000 Hrs |
| 70% | 80% | 90% |

Supplements per hour worked

Apprentices \$ 16.33

1-186/2h

Laborer - Tunnel

05/01/2012

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 1

ENTIRE COUNTIES

Clinton, Essex, Warren

WAGES

GROUP A: Change House Man

GROUP B: Miners and all Machine Men, Safety Miner, all Shaft-work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Hazardous/Waste Work

WAGES (per hour)

| Tunnel Laborer: | 07/01/2011 |
|-----------------|------------|
| Group A | \$ 26.12 |
| Group B | 26.32 |
| Group C* | 28.12 |

*Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman 16.33

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If the holiday falls on Saturday, it will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

Wages per hour

Terms are at the following percentage of Group B rate.

| | | |
|------------|---------------|---------------|
| 0-1333 Hrs | 1334-2666 Hrs | 2667-4000 Hrs |
| 70% | 80% | 90% |

Supplements per hour worked

Apprentices \$ 16.33

1-186T

Lineman Electrician

05/01/2012

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

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

Below rates applicable on all Overhead and Underground Transmission line work & Fiber Optic Cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction.

| | 07/01/2011 | 05/07/2012 |
|--------------------------|------------|------------|
| Lineman/Tech./Welder | \$ 44.52 | \$45.23 |
| Cable splicer | 44.52 | 45.23 |
| Digging Machine Operator | 40.07 | 40.71 |
| Tractor Trailer Driver | 37.84 | 38.45 |
| Groundman/Truck Driver | 35.62 | 36.18 |
| Mechanic 1st Class | 35.62 | 36.18 |
| Flagman | 26.71 | 27.14 |

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

Below rates apply on Switching Structures, Maintenance projects, Railroad Catenary install/maint, Third rail installation, Bonding of Rails and pipe type cable and installation of Fiber Optic Cable.

| | | |
|----------------------------------|----------|----------|
| Lineman/Technician/Welder | \$ 43.31 | \$ 44.01 |
| Digging Machine Operator | 38.98 | 39.61 |
| Tractor Trailer Driver | 36.81 | 37.41 |
| Groundman/Truck Driver | 34.65 | 35.21 |
| Mech. 1st Class | 34.65 | 35.21 |
| Flagman | 25.99 | 26.41 |
| Certified Welder/Pipe Type Cable | 45.48 | 46.21 |
| Cable Splicer pipe type cable | 47.64 | 48.41 |

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

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of Fiber Optic Cable where no other construction trades are or have been involved.

| | | |
|--------------------------|----------|----------|
| Lineman /Techician | \$ 42.02 | \$ 42.72 |
| Welder/Cable Splicer | 42.02 | 42.72 |
| Digging Machine Operator | 37.82 | 38.45 |
| Tractor Trailer Driver | 35.72 | 36.31 |
| Groundman/Truck Driver | 33.62 | 34.18 |
| Mechanic 1st Class | 33.62 | 34.18 |
| Flagman | 25.21 | 25.63 |

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

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

| | | |
|-------------------------------|----------|----------|
| Lineman/Technician | \$ 42.02 | \$ 42.72 |
| Cable Splicer pipe type cable | 46.22 | 46.99 |
| Certified Welder pipe type | 44.12 | 44.86 |
| Digging Machine Operator | 37.82 | 38.45 |
| Tractor Trailer Driver | 35.72 | 36.31 |
| Mechanic 1st Class | 33.62 | 34.18 |
| Groundman/Truck Driver | 33.62 | 34.18 |
| Flagman | 25.21 | 25.63 |

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

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

| | |
|------------------|------------------|
| \$ 16.50 | \$ 18.25 |
| *plus 7% of | *plus 7% of |
| hourly wage paid | hourly wage paid |

OVERTIME PAY

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

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

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

HOLIDAY

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

SUPPLEMENTS for holidays paid at straight time

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour worked:

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

| | |
|------------------|------------------|
| \$ 16.50 | \$ 18.25 |
| *plus 7% of | *plus 7% of |
| hourly wage paid | hourly wage paid |

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

6-1249a

Lineman Electrician - Teledata **05/01/2012**

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

FOR WORK OUTSIDE BUILDING PROPERTY LINES.

07/01/2011

| | |
|-----------------------|----------|
| Cable Splicer | \$ 27.44 |
| Installer/Repairman | 26.05 |
| Teledata Lineman | 26.05 |
| Technician/Equip Oper | 26.05 |
| Groundman | 13.81 |

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 **05/01/2012**

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

| | 07/01/2011 | 05/07/2012 |
|------------------------|------------|------------|
| Lineman/Technician | \$38.02 | \$38.25 |
| Certified Welder | 39.92 | 40.16 |
| Digging Mach | 34.22 | 34.43 |
| Tractor trailer driver | 32.32 | 32.51 |
| Groundman Truck Driver | 30.42 | 30.60 |

| | | |
|--------------------|-------|-------|
| Mechanic 1st Class | 30.42 | 30.60 |
| Flagman | 22.81 | 22.95 |

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

SUPPLEMENTAL BENEFITS

Per hour worked:

| | | |
|---------------------|--------------------------------|--------------------------------|
| All classifications | \$ 16.50 | \$18.25 |
| | *plus 6.5% of hourly wage paid | *plus 6.5% of hourly wage paid |

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: DOUBLE TIME FOR ALL EMERGENCY WORK DESIGNATED BY THE DEPT. OF JURISDICTION.

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

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

HOLIDAY

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS: Same as Journeyman/Technician.

6-1249a-LT

Lineman Electrician - Tree Trimmer

05/01/2012

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

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

| | 07/01/2011 | 01/01/2012 |
|----------------|------------|------------|
| Tree trimmer | \$ 21.64 | \$ 22.08 |
| Equip Operator | 19.09 | 19.48 |
| Mechanic | 19.09 | 19.48 |
| Truck Driver | 16.14 | 16.46 |
| Ground person | 13.25 | 13.51 |
| Flag person | 9.44 | 9.62 |

SUPPLEMENTAL BENEFITS

Per hour worked:

| | |
|---------|---------|
| \$ 7.36 | \$ 7.88 |
|---------|---------|

*plus 3% of
 hourly wage paid

*plus 3% of
 hourly wage paid

Supplements paid at STRAIGHT TIME rate for holidays.

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249TT

Mason - Building

05/01/2012

JOB DESCRIPTION Mason - Building

DISTRICT 1

ENTIRE COUNTIES

Clinton, Essex, Franklin

PARTIAL COUNTIES

Warren: Only the Townships of Chester, Hague, Horicon and Johnsburg.

WAGES

Per hour

| | 07/01/2011 | 05/01/2012 An Additional |
|-------------------------|------------|-----------------------------|
| Bricklayer | \$ 26.27 | \$ 1.35** |
| Cement Finish | 26.27 | 1.35** |
| Plasterer/Fireproofers* | 26.27 | 1.35** |
| Pointer/Caulker/Cleaner | 26.27 | 1.35** |
| Stone Mason | 26.27 | 1.35** |
| Acid Brick | 26.77 | 1.35** |

(*)Fireproofers on Structural only.

(**)To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 16.06

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

750 hr terms at the following percentage of Journeyman's wage

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

Supplemental Benefits per hour worked

0-500 Hours \$ 9.81
 All others 16.06

1-2b.8

Mason - Building

05/01/2012

JOB DESCRIPTION Mason - Building

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2011

Tile/Marble/Terazzo

Setter \$ 28.53
Finisher 22.59

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter \$ 16.63
Journeyman Finisher 13.93

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

Hour Terms at the following percentage of Journeyman's wage

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

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

Supplemental Benefits per hour worked

Setter:
1st term 0-500 hours \$ 9.78
2nd term 501-1500 hours 9.78
3rd term 1501-2500 hours 13.205
4th term 2501-3500 hours 13.205
5th term 3501-4500 hours 14.918
6th term 4501-6000 hours 16.63

Finisher:
1st term 0-500 hours \$ 9.28
2nd term 501-1500 hours 9.28
3rd term 1501-2500 hours 11.605
4th term 2501-3700 hours 11.605

1-2TS.1

Mason - Heavy&Highway

05/01/2012

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour
07/01/2011 07/01/2012
Page 44

An Additional

Mason & Bricklayer \$ 30.72 \$ 2.00**

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

(**)To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 16.34

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

0-500 Hours \$ 9.74
All others 16.34

1-2hh.1

Millwright

05/01/2012

JOB DESCRIPTION Millwright

DISTRICT 1

ENTIRE COUNTIES

Clinton, Essex, Franklin

WAGES

Per hour: 07/01/2011

Millwright \$ 25.06

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

SUPPLEMENTAL BENEFITS

Supplement Benefits per hour worked:

Journeyman Millwright \$ 16.34

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour worked:

| | |
|---------------|---------|
| Millwrights | |
| 1st Year Term | \$ 7.59 |
| 2nd Year Term | 13.715 |
| 3rd Year Term | 14.59 |
| 4th Year Term | 15.465 |

1-1163b

Operating Engineer - Building

05/01/2012

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

CLASS A1:

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

CLASS A:

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

CLASS B:

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

CLASS C:

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

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

WAGES per hour

07/01/2011

| | |
|------------|----------|
| Class # A1 | \$ 33.85 |
| Class # A | 33.41 |
| Class # B | 32.50 |
| Class # C | 29.93 |

Additional \$0.50 per hr for Tower Cranes.

Additional \$0.50 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$1.00 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$2.00 per hr over B rate for Nuclear Leader work.

Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.

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

SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman \$ 21.62

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour paid

All terms \$ 17.05

1-106b

Operating Engineer - Heavy&Highway

05/01/2012

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

Herkimer: East of a North/South line through the RailroadStation at Little Falls.

WAGES

MASTER MECHANIC

CLASSIFICATION 1A:

Boom Truck (over 5 tons, manufacturers rating), Crane, Cherry Picker (over 5 tons capacity), Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane

CLASSIFICATION A:

Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted. Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CM1 Type), Blacktop Plant (Automated), Boom truck (5 tons and under), Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self-Propelled, Slipform), Concrete Pump, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated, Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker (SP Wertgen; PB-4 and similar type), Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn Belt-Type Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:

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

CLASSIFICATION C:

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

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

WAGES per hour

07/01/2011

| | |
|-----------------|----------|
| Master Mechanic | \$ 34.97 |
| Class 1A | 33.79 |
| Class A | 33.36 |
| Class B | 32.45 |
| Class C | 29.88 |

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

Additional \$0.50 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$1.00 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$0.50 per hr for Tower Cranes.

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

(**)To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour paid

| | |
|------------|----------|
| Journeyman | \$ 21.85 |
|------------|----------|

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour paid

| | |
|-----------|----------|
| All Terms | \$ 17.25 |
|-----------|----------|

1-106h

Operating Engineer - Marine Construction

05/01/2012

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

| | |
|---|--|
| Per Hour: | |
| DREDGING OPERATIONS | 07/01/2011 |
| CLASS A | |
| Operator, Leverman, Lead Dredgeman | \$ 32.89 |
| CLASS A1 | To Conform to Operating Engineer |
| Dozer,Front Loader Operator | Prevailing Wage in Locality where Work is being Performed including Benefits. |
| CLASS B | |
| Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer | \$ 28.49 |
| Certified Welder, Boat Operator(licensed) | \$ 26.84 |
| CLASS C | |
| Drag Barge Operator, Steward, Mate, Assistant Fill Placer, | \$ 26.14 |
| Welder (please add)\$ 0.06 | |
| Boat Operator | \$ 25.29 |
| CLASS D | |
| Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor | \$ 21.09 |
| Oiler(please add)\$ 0.09 | |

SUPPLEMENTAL BENEFITS

Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

| | |
|-------------------|---|
| All Classes A & B | 07/01/2011 \$ 8.05 plus 7% of straight time wage overtime hours add \$ 0.63 |
| All Class C | \$ 7.75 plus 7% of straight time wage overtime hours add \$ 0.48 |
| All Class D | \$ 7.45 plus 7% of straight time wage overtime hours add \$ 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

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

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

WAGES

Per hour:

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

| | 07/01/2011 | 06/01/2012 |
|-----------------------|------------|------------|
| Survey Rates: | | |
| Party Chief | \$ 31.62 | \$ 32.62 |
| Instrument/Rod person | 28.85 | 29.85 |

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

| | | |
|------------|----------|----------|
| Journeyman | \$ 20.50 | \$ 21.75 |
|------------|----------|----------|

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

| | | |
|--------------|----------|----------|
| 1st year 60% | \$ 17.31 | \$ 17.91 |
| 2nd year 70% | 20.19 | 20.89 |
| 3rd year 80% | 23.08 | 23.88 |

| | | |
|------------------------|----------|----------|
| SUPPLEMENTAL BENEFITS: | \$ 20.50 | \$ 21.75 |
|------------------------|----------|----------|

6-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

05/01/2012

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

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

WAGES

Per hour:

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

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

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

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

| | |
|------------|------------|
| 07/01/2011 | 06/01/2012 |
|------------|------------|

| | | |
|----------------------|----------|----------|
| Survey Rates: | | |
| Party Chief | \$ 31.62 | \$ 32.62 |
| Instrument/Rodperson | 28.85 | 29.85 |

Additional \$3.00 per hr. for work in a Tunnel.
 Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

SUPPLEMENTAL BENEFITS

| | | |
|------------------|----------|----------|
| Per hour worked: | \$ 20.50 | \$ 21.75 |
|------------------|----------|----------|

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-545 DCE

Painter

05/01/2012

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Essex, Hamilton, Warren, Washington

WAGES

| | | |
|---------------------------------------|------------|-----------------------------|
| Per hour | 07/01/2011 | 05/01/2012 An Additional |
| Brush, Taping | \$ 25.04* | \$ 1.35** |
| Paperhanging | 25.04* | 1.35** |
| Spray Rate | 25.04* | 1.35** |
| Structural Steel*** | 26.04* | 1.35** |
| Lead Abatement | 26.04* | 1.35** |
| Lead Abatement on Structural Steel | 27.04* | 1.35** |

(*)PLUS additional \$0.05 per hour for all hours worked added to the base wage for all above categories of Painter.

(**)To be allocated at a later date

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

Bridge Painter

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

SUPPLEMENTAL BENEFITS

Per hour worked

| | |
|------------|---------|
| Journeyman | \$ 9.72 |
|------------|---------|

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE
 Premium is applied to base wage only.

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

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

| | | | |
|----------|----------|----------|----------|
| 1st year | 2nd year | 3rd year | 4th year |
| 40% | 50% | 60% | 80% |

PLUS additional \$0.05 per hour for all hours worked for all terms added to the wage

Supplemental Benefits per hour worked

All terms \$ 9.72

1-466-Z2

Painter - Bridge & Structural Steel

05/01/2012

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

(Per Hour Worked) 07/01/2011

STEEL:

Bridge Painting \$ 46.25

Power Tool/Spray \$ 52.25

Shift Work: Where project specifications and/or contract provide for night work outside the regular hours of work, and said night work is performed on a second shift, which is separate from the first crew, the night shift employees shall be paid an additional 10% of the regular wage up to seven (7) hours, after which they shall be paid at time and one half the regular wage. If only a night shift is employed, the employees shall be paid at time and one half.

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

SUPPLEMENTAL BENEFITS

Per Hour Worked:

07/01/2011

Journeyworker \$ 31.04*
\$ 31.04**

Hourly Rate after 40 hours
from May 1st to Nov. 15th \$ 6.75 only

Hourly Rate after 50 hours
from Nov. 16th to April 30th \$ 6.75 only

*For the period of May 1st to November 15th:

This rate shall be paid up to maximum of forty (40) hours worked per week. For all hours exceeding 40, the hourly rate shall drop to the hourly rate shown above by date.

EXCEPT for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

**For the period of November 16th to April 30th:

This rate shall be paid up to a maximum of fifty (50) hours worked per week. For all hours exceeding 50, the hourly rate shall drop to the hourly rate shown above by date.

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

*Note: 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 Journeyworkers wage.

| | | | |
|--------------|-----|-----|-----|
| Apprentices: | 1st | 2nd | 3rd |
| 07/01/2011 | 40% | 60% | 80% |

Supplemental Benefits:

1st Term: Same percentage as used for wage

2nd and 3rd term: Same percentage as used for wage

9-DC-9/806/155-BrSS

Painter - Line Striping**05/01/2012****JOB DESCRIPTION** Painter - Line Striping**DISTRICT 9****ENTIRE COUNTIES**

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

WAGES

Per hour:

Painter (Striping-Highway): 07/01/2011

Striping-Machine Operator* \$26.61

Linerman Thermoplastic \$31.87

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: 07/01/2011

Journeyworker: \$13.06

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**05/01/2012****JOB DESCRIPTION** Painter - Metal Polisher**DISTRICT 9****ENTIRE COUNTIES**

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

WAGES

07/01/2011

Metal Polisher \$ 25.60*

*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: 07/01/2011

Journeyworker: \$ 11.12

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**05/01/2012**

JOB DESCRIPTION Plumber

DISTRICT 1

ENTIRE COUNTIES

Essex, Franklin

PARTIAL COUNTIES

Hamilton: The Townships of Long Lake and Indian Lake

WAGES

Per hour

| | 07/01/2011 | 05/01/2012 An Additional | 05/01/2013 An Additional |
|--------------------------|------------|-----------------------------|-----------------------------|
| Plumber & Steamfitter | \$ 31.25 | \$ 2.80** | \$ 2.80** |

**To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked

| | |
|------------|---------------------|
| Journeyman | \$ 13.03 + 8.30* |
|------------|---------------------|

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

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

| | |
|--------|-----|
| 1st yr | 50% |
| 2nd yr | 60% |
| 3rd yr | 70% |
| 4th yr | 80% |
| 5th yr | 90% |

Supplemental Benefits per hour worked

| | |
|--------|------------------|
| 1st yr | \$ 11.77 + 4.15* |
| 2nd yr | 12.02 + 4.98* |
| 3rd yr | 12.27 + 5.81* |
| 4th yr | 12.52 + 6.64* |
| 5th yr | 12.78 + 7.47* |

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

1-773-SF

Roofer

05/01/2012

JOB DESCRIPTION Roofer

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

| | 07/01/2011 | 06/01/2012 An Additional | 06/01/2013 An Additional |
|---------------------|------------|-----------------------------|-----------------------------|
| Roofer/Waterproofer | \$ 26.40 | \$ 1.50* | \$ 1.50* |
| Pitch & Asbestos | 28.40 | \$ 1.50* | \$ 1.50* |

(*)To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 12.62

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

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

| | |
|-----------------|-----|
| 1st yr 1st half | 50% |
| 1st yr 2nd half | 58% |
| 2nd yr 1st half | 66% |
| 2nd yr 2nd half | 74% |
| 3rd yr 1st half | 82% |
| 3rd yr 2nd half | 90% |

Supplemental Benefits per hour worked

| | |
|-----------------|----------|
| 1st yr 1st half | \$ 10.85 |
| 1st yr 2nd half | 11.04 |
| 2nd yr 1st half | 11.27 |
| 2nd yr 2nd half | 11.47 |
| 3rd yr 1st half | 11.75 |
| 3rd yr 2nd half | 11.95 |

1-241

Sheetmetal Worker

05/01/2012

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

07/01/2011

Sheetmetal Worker \$ 29.78

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 22.34

OVERTIME PAY

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

* Double time after 8 hours on Saturdays.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

6 Month Terms at the following rate:

| | |
|----------|----------|
| 1st term | \$ 15.60 |
| 2nd term | 16.88 |

| | |
|-----------|-------|
| 3rd term | 17.51 |
| 4th term | 18.15 |
| 5th term | 18.46 |
| 6th term | 19.36 |
| 7th term | 20.85 |
| 8th term | 22.34 |
| 9th term | 23.82 |
| 10th term | 25.31 |

Supplemental Benefits per hour worked

| | |
|-----------|----------|
| 1st term | \$ 14.57 |
| 2nd term | 14.98 |
| 3rd term | 15.19 |
| 4th term | 15.41 |
| 5th term | 18.61 |
| 6th term | 18.91 |
| 7th term | 19.39 |
| 8th term | 19.89 |
| 9th term | 20.38 |
| 10th term | 20.87 |

1-83

Sprinkler Fitter

05/01/2012

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

| | 07/01/2011 | 01/01/2012 | 04/01/2012 | 01/01/2013 |
|------------------|------------|------------|------------|------------|
| Sprinkler Fitter | \$ 30.15 | \$ 30.15 | \$ 31.05 | \$ 31.05 |

SUPPLEMENTAL BENEFITS

Per hour worked

| | | | | |
|------------|----------|----------|----------|----------|
| Journeyman | \$ 19.00 | \$ 19.15 | \$ 19.15 | \$ 19.30 |
|------------|----------|----------|----------|----------|

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

For Apprentices Hired Prior To 04/01/2010:

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

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

Supplemental Benefits per hour worked

| | 07/01/2011 | 01/01/2012 | 04/01/2012 | 01/01/2013 |
|-----------------|------------|------------|------------|------------|
| 1st & 2nd terms | \$ 8.15 | \$ 8.15 | \$ 8.15 | \$ 8.15 |
| 3rd & 4th terms | 14.00 | 14.15 | 14.15 | 14.30 |
| All others | 19.00 | 19.15 | 19.15 | 19.30 |

For Apprentices Hired On Or After 04/01/2010:

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

| | | | | | | | | | |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|
| 1st 45% | 2nd 50% | 3rd 55% | 4th 60% | 5th 65% | 6th 70% | 7th 75% | 8th 80% | 9th 85% | 10th 90% |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|

Supplemental Benefits per hour worked

| | 07/01/2011 | 01/01/2012 | 04/01/2012 | 01/01/2013 |
|-----------------|------------|------------|------------|------------|
| 1st & 2nd terms | \$ 8.15 | \$ 8.15 | \$ 8.15 | \$ 8.15 |
| 3rd & 4th terms | 14.00 | 14.15 | 14.15 | 14.30 |
| All others | 14.75 | 14.90 | 14.90 | 15.05 |

1-669

Teamster - Building

05/01/2012

JOB DESCRIPTION Teamster - Building

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.
 Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.
 Warren: Only the Townships of Hague, Horicon, Chester and Johnsbury.

WAGES

GROUP # 1: Fuel Trucks, Fork Lift (Warehouse & Storage Area Only), Bus, Warehouse, Yardman, Truck Helper, Pickups, Panel Truck, Flatbody Material Trucks (straight Jobs), Single axle Dump Trucks, Dumpsters, Material Checkers & Receivers, Greasers, Tiremen, Mechanic Helpers and Parts Chasers.

GROUP # 2: Tandems, Mechanics & Batch Trucks.

GROUP # 3: Semi Trailers, Low Boys, Asphalt Distributor Trucks, and Agitator Mixer Truck, Dump Crete Type Vehicles and 3 axle Dump trucks.

GROUP # 4: Asbestos Removal, Special earth moving Euclid type or similar off highway equip.(non self load.) Articulated and all-track dump trucks.

Wages per hour

| | 07/01/2011 | 06/01/2012 | 06/01/2013 | 06/01/2014 |
|-----------|------------|------------|------------|------------|
| Building: | | | Additional | Additional |
| Group #1 | \$ 19.71 | \$ 19.58 | \$1.70 | \$ 1.80 |
| Group #2 | 19.71 | 19.58 | 1.70 | 1.80 |
| Group #3 | 19.81 | 19.68 | 1.70 | 1.80 |
| Group #4 | 19.96 | 19.84 | 1.70 | 1.80 |

SUPPLEMENTAL BENEFITS

Per hour worked:

| | 07/01/2011 | 06/01/2012 |
|------------|------------|------------|
| All groups | \$ 17.44 | \$ 19.17 |

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

7-687B

Teamster - Heavy&Highway

05/01/2012

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.
 Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.
 Warren: Only the Townships of Hague, Horicon, Chester and Johnsbury.

WAGES

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axle Dump Trucks,

Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers. Fork Lift (storage & warehouse areas only) Tandems and Batch Trucks, Mechanics, Dispatcher. Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Truck.

GROUP 2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

| | | | |
|----------------|------------|------------|------------|
| Per hour: | 07/01/2011 | 06/01/2012 | 06/01/2013 |
| Heavy/Highway: | | | Additional |
| Group #1 | \$ 22.74 | \$ 22.46 | \$ 1.70 |
| Group #2 | 22.96 | 22.68 | 1.70 |

Additional \$2.50 per hr for hazardous waste removal work on a City, County, and/or Federal Designated waste site and regulations require employee to use or wear respiratory protection. For work bid on or after April 1, 1982 there shall be a 12 month carryover of the negotiated rate in effect at the time of the bid.

SUPPLEMENTAL BENEFITS

| | | |
|------------------|------------|------------|
| Per hour worked: | 07/01/2011 | 06/01/2012 |
| All classes | \$ 18.75 | \$ 20.63 |

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

7-687

Welder **05/01/2012**

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2011

Welder (To be paid the same rate of the mechanic performing the work)

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

- (A) Time and one half of the hourly rate after 7 hours per day
- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked

- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day



**New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240**

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

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

This Form Must Be Typed

Submitted By: _____

(Check Only One)

- Contracting Agency Architect or Engineering Firm Public Work District Office

Date: _____

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address (Check if new or change)

Telephone: ()

Fax: ()

E-Mail: _____

2. NY State Units (see Item 5)

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

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

Telephone:()

Fax: ()

E-Mail: _____

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

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE : _____

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT : _____

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

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

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

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

8. OCCUPATION FOR PROJECT :

- | | |
|--|---|
| <input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water) | <input type="checkbox"/> Guards, Watchmen |
| <input type="checkbox"/> Tunnel | <input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators |
| <input type="checkbox"/> Residential | <input type="checkbox"/> Moving furniture and equipment |
| <input type="checkbox"/> Landscape Maintenance | <input type="checkbox"/> Trash and refuse removal |
| <input type="checkbox"/> Elevator maintenance | <input type="checkbox"/> Window cleaners |
| <input type="checkbox"/> Exterminators, Fumigators | <input type="checkbox"/> Other (Describe) |
| <input type="checkbox"/> Fire Safety Director, NYC Only | |

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES NO

10. Name and Title of Requester _____

Signature



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

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

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

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

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>

NYSDOL Bureau of Public Work Debarment List 05/04/2012

Article 8

| AGENCY | Fiscal Officer | FEIN | EMPLOYER NAME | EMPLOYER DBA NAME | ADDRESS | DEBARMENT START DATE | DEBARMENT END DATE |
|--------|----------------|----------|--------------------------------------|-------------------|--|----------------------|--------------------|
| DOL | NYC | | A & T IRON WORKS INC | | 25 CLIFF STREET NEW ROCHELLE NY 10801 | 12/21/2009 | 12/21/2014 |
| DOL | DOL | ****0711 | A ULIANO & SON LTD | | 22 GRIFFEN COURT MILLER PLACE NY 11746 | 10/26/2010 | 10/26/2015 |
| DOL | DOL | | A ULIANO CONSTRUCTION | | 22 GRIFFEN COURT MILLER PLACE NY 11746 | 10/26/2010 | 10/26/2015 |
| DOL | NYC | ****5804 | AAR/CO ELECTRIC INC | | 5902 AVENUE N BROOKLYN NY 11234 | 03/20/2009 | 03/20/2014 |
| DOL | DOL | ****9095 | ABDO TILE CO | | 6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057 | 06/25/2010 | 06/25/2015 |
| DOL | DOL | ****9095 | ABDO TILE COMPANY | | 6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057 | 06/25/2010 | 06/25/2015 |
| DOL | DOL | ****0635 | ABOVE ALL PUMP REPAIR CORP | | 360 KNICKERBOCKER AVENUE BATAVIA NY 11716 | 10/20/2008 | 10/20/2013 |
| DOL | NYC | ****5022 | ACE DRYWALL SYSTEMS INC. | | 194 ASHLAND PLACE BROOKLYN NY 11217 | 03/06/2008 | 03/06/2013 |
| DOL | AG | ****8219 | ACTIVE CABLING INC | | C/O FRANK DECAPITE 7 SYCAMORE ROAD DRWOODBURY NY 11797 | 10/02/2008 | 10/01/2013 |
| DOL | DOL | | ADAM A CEMERYS | | 2718 CURRY ROAD SCHENECTADY NY 12303 | 07/08/2010 | 07/08/2015 |
| DOL | DOL | ****7584 | ADAM'S FLOOR COVERING LLC | | 2718 CURRY ROAD SCHENECTADY NY 12303 | 07/08/2010 | 02/15/2017 |
| DOL | DOL | | AFFORDABLE PAINTING PLUS | | 367 GREEVES ROAD NEW HAMPTON NY 10958 | 10/01/2010 | 10/01/2015 |
| DOL | DOL | | ALBERT CASEY | | 43-28 54TH STREET WOODSIDE NY 11377 | 07/01/2011 | 07/01/2016 |
| DOL | DOL | | ALL TOWNS MECHANICAL | BARRY MORRIS | 18 EAST SUNRISE HIGHWAY FREEPORT NY 11758 | 01/21/2008 | 01/21/2013 |
| DOL | DOL | ****3101 | ALLSTATE CONCRETE CUTTING, INC. | | 635 MIDLAND AVENUE GARFIELD NJ 07026 | 07/09/2007 | 07/09/2012 |
| DOL | DOL | ****8740 | ALLSTATE ENVIRONMENTAL CORP | | C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710 | 03/18/2011 | 03/15/2017 |
| DOL | DOL | ****8534 | ALPHA INTERIORS INC | | 513 ACORN STREET/ SUITE C DEER PARK NY 11729 | 05/27/2010 | 05/27/2015 |
| DOL | DOL | ****8291 | AMIR'S VISION INC | | 230 PRATT STREET BUFFALO NY 14204 | 09/17/2008 | 09/17/2013 |
| DOL | NYC | | ANDERSON LOPEZ | | 670 SOUTHERN BLVD BRONX NY 10455 | 06/14/2011 | 06/14/2016 |
| DOL | DOL | ****0860 | ANDREA STEVENS | STEVENS TRUCKING | 2458 EAST RIVER ROAD CORTLAND NY 13045 | 01/23/2008 | 01/23/2013 |
| DOL | AG | | ANTHONY BRANCA | | 700 SUMMER STREET STAMFORD CT | 11/24/2009 | 11/24/2014 |
| DOL | DOL | | ANTHONY POSELLA | | 30 GLEN HOLLOW ROCHESTER NY 14622 | 10/19/2009 | 10/19/2014 |
| DOL | DOL | | ANTHONY TAORMINA | | 215 MCCORMICK DRIVE BOHEMIA NY 11716 | 05/20/2009 | 05/20/2014 |
| DOL | DOL | | ANTHONY ULIANO | | 22 GRIFFEN COURT MILLER PLACE NY 11746 | 10/26/2010 | 10/26/2015 |
| DOL | DOL | ****2725 | ARAGONA CONSTRUCTION CORP | | 5755 NEWHOUSE ROAD EAST AMHERST NY 14051 | 10/10/2007 | 10/10/2012 |
| DOL | DOL | ****8688 | ARC MECHANICAL CORP | | 215 MCCORMICK DRIVE BOHEMIA NY 11716 | 05/20/2009 | 05/20/2014 |
| DOL | DOL | ****8482 | ARGO CONTRACTING CORP | | 5752 WEST WEBB ROAD YOUNGSTOWN OH 44515 | 05/21/2008 | 05/21/2013 |
| DOL | NYC | | ARIE BAR | | 5902 AVENUE N BROOKLYN NY 11234 | 03/20/2009 | 03/20/2014 |
| DOL | DOL | | ARTHUR C OSUORAH | | PO BOX 1295 BUFFALO NY 14215 | 02/15/2008 | 02/15/2013 |
| DOL | DOL | ****8027 | ARTHUR DESIGN ENGINEERS & ASSOCIATES | | PO BOX 1295 BUFFALO NY 14215 | 02/15/2008 | 02/15/2013 |
| DOL | DOL | ****9336 | ARTIERI SPECIALTIES LLC | SWITZER SALES | 107 STEVENS STREET LOCKPORT NY 14094 | 11/04/2009 | 11/04/2014 |
| DOL | DOL | ****2993 | AST DRYWALL & ACOUSTICS INC | | 46 JOHN STREET - STE 711 NEW YORK NY 10038 | 12/16/2008 | 12/16/2013 |
| DOL | DOL | ****2534 | B & B CONCRETE CONTRACTORS INC | | 55 OLD TURNPIKE ROAD SUITE 612MANUET NY 10954 | 02/04/2011 | 02/04/2016 |
| DOL | DOL | ****7828 | BALLAGH GENERAL CONTRACTING INC | | 250 KNEELAND AVENUE YONKERS NY 10705 | 07/09/2007 | 07/09/2012 |
| DOL | NYC | | BASIL ROMEO | | 243-03 137TH AVENUE ROSEDALE NY 11422 | 03/25/2010 | 03/25/2015 |
| DOL | DOL | | BEATRICE ORTEGA | | 764 BRADY AVE - APT 631 BRONX NY 10462 | 05/21/2008 | 05/21/2013 |

NYSDOL Bureau of Public Work Debarment List 05/04/2012

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|-----|-----|----------|---------------------------------------|---------------------------------------|--|------------|------------|
| DOL | DOL | ****2294 | BEDELL CONTRACTING CORP | | 2 TINA LANE HOPEWELL JUNCTION NY 12533 | 01/06/2012 | 01/06/2017 |
| DOL | DOL | | BENNY VIGLIOTTI | | C/O LUVIN CONSTRUCTION CO P O BOX 357CARLE PLACE NY 11514 | 03/15/2010 | 03/15/2015 |
| DOL | 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 | ****6999 | BEST ROOFING OF NEW JERSEY LLC | | 30 MIDLAND AVENUE WALLINGTON NJ 07057 | 11/05/2010 | 11/05/2015 |
| DOL | DOL | ****9890 | BETTY JOE FRAZIER | NOBLE CONSTRUCTI ON GROUP | 23960 WHITE ROAD WATERTOWN NY 13601 | 02/14/2008 | 02/14/2013 |
| DOL | DOL | | BIAGIO CANTISANI | | 200 FERRIS AVENUE WHITE PLAINS NY 10603 | 12/04/2009 | 12/04/2014 |
| DOL | DOL | ****0818 | BLASTEC INC | MILLER SANDBLASTIN G & PAINTING | 121 LINCOLN AVENUE ROCHESTER NY 14611 | 02/21/2008 | 02/21/2013 |
| DOL | DOL | ****8501 | BLOCKHEAD CONCRETE & PAVING INC | | P O BOX 71 CHEEKTOWAGA NY 14225 | 09/03/2008 | 09/03/2013 |
| DOL | NYC | ****8377 | BOSPHORUS CONSTRUCTION CORPORATION | | 3817 KINGS HIGHWAY-STE 1D BROOKLYN NY 11234 | 06/30/2010 | 06/30/2015 |
| DOL | DOL | | BRIAN HOXIE | | 2219 VALLEY DRIVE SYRACUSE NY 13207 | 12/04/2009 | 12/04/2014 |
| DOL | DOL | ****4311 | C & F SHEET METAL CORP | | 201 RICHARDS STREET BROOKLYN NY 11231 | 02/25/2009 | 02/24/2014 |
| DOL | DOL | ****9286 | CALI BROTHERS INC | | 1223 PARK STREET PEEKSKILL NY 10566 | 09/12/2007 | 09/12/2012 |
| DOL | DOL | | CANTISANI & ASSOCIATES LTD | | 220 FERRIS AVENUE WHITE PLAINS NY 10603 | 12/04/2009 | 12/04/2014 |
| DOL | DOL | | CARMODY CONCRETE CORP | | 220 FERRIS AVENUE WHITE PLAINS NY 10603 | 12/04/2009 | 12/04/2014 |
| DOL | DOL | | CARMODY ENTERPRISES LTD | | 220 FERRIS AVENUE WHITE PLAINS NY 10603 | 12/04/2009 | 12/04/2014 |
| DOL | DOL | | CARMODY INC | | 220 FERRIS AVENUE WHITE PLAINS NY 10603 | 12/04/2009 | 12/04/2014 |
| DOL | DOL | | CARMODY MASONRY CORP | | 220 FERRIS AVENUE WHITE PLAINS NY 10603 | 12/04/2009 | 12/04/2014 |
| DOL | DOL | | CARMODY"2" INC | | 220 FERRIS AVENUE WHITE PLAINS NY 10603 | 12/04/2009 | 12/04/2014 |
| DOL | DOL | ****9721 | CATENARY CONSTRUCTION CORP | | 112 HUDSON AVENUE ROCHESTER NY 14605 | 02/14/2006 | 10/20/2014 |
| DOL | DOL | ****1683 | CATONE CONSTRUCTION COMPANY INC | | 294 ALPINE ROAD ROCHESTER NY 14423 | 03/09/2012 | 03/09/2017 |
| DOL | DOL | | CATONE ENTERPRISES INC | | 225 DAKOTA STREET ROCHESTER NY 14423 | 03/09/2012 | 03/09/2017 |
| DOL | DOL | ****7924 | CBI CONTRACTING INCORPORATED | | 2081 JACKSON AVENUE COPIAGUE NY 11726 | 06/03/2010 | 06/03/2015 |
| DOL | DOL | | CHARLES MURDOUGH | | 203 KELLY DRIVE EAST AURORA NY 14052 | 03/26/2008 | 03/26/2013 |
| DOL | DOL | | CHARLES OKRASKI | | 67 WARD ROAD SALT POINT NY 12578 | 01/21/2011 | 01/21/2016 |
| DOL | DOL | | CHARLES RIBAUDO | | 513 ACORN ST - SUITE C DEER PARK NY 11729 | 05/27/2010 | 05/27/2015 |
| DOL | DOL | ****1416 | CHEROMINO CONTROL GROUP LLC | | 61 WILLET ST - SUITE 14 PASSAIC NJ 07055 | 12/03/2009 | 02/23/2017 |
| DOL | DOL | | CHESTER A BEDELL | | 1233 WALT WHITMAN ROAD MELVILLE NY 11747 | 04/29/2008 | 04/29/2013 |
| DOL | DOL | | CHRIS SAVOURY | | 44 THIELLS-MT IVY ROAD POMONA NY 10970 | 10/14/2011 | 10/14/2016 |
| DOL | DOL | | CHRIST R PAPAS | | C/O TRAC CONSTRUCTION INC 9091 ERIE ROADANGOLA NY 14006 | 02/03/2011 | 02/03/2016 |
| DOL | DOL | | CHRISTOF PREZBYL | | 2 TINA LANE HOPEWELL JUNCTION NY 12533 | 01/06/2012 | 01/06/2017 |
| DOL | DOL | | CITY GENERAL BUILDERS INC | | 131 MELROSE STREET BROOKLYN NY 11206 | 03/02/2010 | 03/02/2015 |
| DOL | DOL | ****7086 | CITY GENERAL IRON WORKS INC | | 131 MELROSE STREET BROOKLYN NY 11206 | 03/02/2010 | 03/02/2015 |
| DOL | DOL | ****5329 | CNY MECHANICAL ASSOCIATES INC | | P O BOX 250 EAST SYRACUSE NY 13057 | 11/06/2008 | 11/06/2013 |
| DOL | NYC | ****1768 | COFIRE PAVING CORPORATION | | 120-30 28TH AVENUE FLUSHING NY 11354 | 01/14/2011 | 01/14/2016 |

NYS DOL Bureau of Public Work Debarment List 05/04/2012

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|-----|-----|----------|---|--------------------------------|--|------------|------------|
| DOL | DOL | ****8342 | CONKLIN PORTFOLIO LLC | | 60 COLONIAL ROAD STILLWATER NY 12170 | 02/15/2011 | 02/15/2016 |
| DOL | DOL | ****5740 | CORTLAND GLASS COMPANY INC | | 336 TOMPKINS STREET CORTLAND NY 13045 | 10/21/2010 | 07/15/2016 |
| DOL | NYC | ****8777 | CROSSLAND ELECTRICAL SYSTEMS INC | | 846 EAST 52ND STREET BROOKLYN NY 11203 | 12/19/2008 | 12/29/2013 |
| DOL | DOL | ****0115 | CROW AND SUTTON ASSOCIATES INC | | 949 GROVESIDE ROAD BUSKIRK NY 12028 | 08/27/2008 | 08/27/2013 |
| DOL | DOL | ****4266 | CRYSTAL INTERIOR CONTRACTING INC | | 922 CRESCENT STREET BROOKLYN NY 11208 | 05/21/2008 | 05/21/2013 |
| DOL | DOL | ****1804 | CUSTOM GARDEN LANDSCAPING INC | | 283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965 | 09/28/2009 | 09/28/2014 |
| DOL | DOL | ****9453 | D & D MASON CONTRACTORS INC | | 158-11 96TH STREET HOWARD BEACH NY 11414 | 06/25/2009 | 06/25/2014 |
| DOL | DOL | ****6339 | D J FLOORS INC | | 9276 VIA CIMATO DRIVE CLARENCE CENTER NY 14032 | 08/29/2007 | 08/29/2012 |
| DOL | DOL | | D JAMES SUTTON | | 949 GROVESIDE ROAD BUSKIRK NY 12028 | 08/27/2008 | 08/27/2013 |
| DOL | DOL | | DANIEL CELLUCCI ELECTRIC | | 17 SALISBURY STREET GRAFTON MA 01519 | 06/02/2010 | 06/02/2015 |
| DOL | DOL | ****7129 | DANIEL T CELLUCCI | DANIEL CELLUCCI ELECTRIC | 17 SALISBURY STREET GRAFTON MA 01519 | 06/02/2010 | 06/02/2015 |
| DOL | DOL | | DARIN ANDERSON | | 134-25 166 PLACE #5E JAMAICA NY 11434 | 08/07/2008 | 08/07/2013 |
| DOL | DOL | | DARREN MAYDWELL | | 115 LEWIS STREET YONKERS NY 10703 | 05/12/2009 | 05/12/2014 |
| DOL | DOL | | DEANNA J REED | | 5900 MUD MILL RD-BOX 949 BREWERTON NY 13029 | 09/02/2008 | 09/02/2013 |
| DOL | DOL | ****2311 | DELCON CONSTRUCTION CORP | | 220 WHITE PLAINS ROAD TARRYTOWN NY 10591 | 08/27/2009 | 08/27/2014 |
| DOL | DOL | ****6971 | DELPHI PAINTING AND DECORATING INC | | 1445 COMMERCE AVENUE BRONX NY 10461 | 10/09/2007 | 10/09/2012 |
| DOL | DOL | ****3538 | DELTA CONTRACTING PAINTING AND DESIGN INC | | 75 MCCULLOCH DRIVE DIX HILLS NY 11746 | 10/19/2010 | 10/19/2015 |
| DOL | DOL | | DESMOND CHARLES | | 922 CRESCENT STREET BROOKLYN NY 11208 | 05/21/2008 | 05/21/2013 |
| DOL | DOL | | DIMITEIUS KASSIMIS | | 152-65 11TH AVENUE WHITESTONE NY 11357 | 05/22/2008 | 05/22/2013 |
| DOL | DOL | | DONALD NOWAK | | 10 GABY LANE CHEEKTOWAGA NY 14227 | 10/15/2009 | 10/15/2014 |
| DOL | DOL | | DONALD SCHWENDLER | | 9276 VIA CIMATO DRIVE CLARENCE CENTER NY 14032 | 08/29/2007 | 08/29/2012 |
| DOL | DOL | ****6148 | DOT CONSTRUCTION OF NY INC | | 765 BRADY AVE - APT 631 BRONX NY 10462 | 05/21/2008 | 05/21/2013 |
| DOL | DOL | | DOUGLAS MCEWEN | | 121 LINCOLN AVENUE ROCHESTER NY 14611 | 02/21/2008 | 02/21/2013 |
| DOL | DOL | | DRAGOLJUB RADOJEVIC | 61 WILLET ST - SUITE 14 | PASSAIC NJ 07055 | 12/03/2009 | 07/09/2015 |
| DOL | NYC | ****6176 | E N E L ELECTRICAL CORP | | 1107 MCDONALD AVENUE BROOKLYN NY 11230 | 07/30/2010 | 07/30/2015 |
| DOL | NYC | ****8074 | ECONOMY IRON WORKS INC | | 670 SOUTHERN BLVD BRONX NY 10455 | 06/14/2011 | 06/14/2016 |
| DOL | DOL | | EDWARD SUBEH | | 1 CHELSEA COURT ATLANTIC CITY NJ 08401 | 10/06/2008 | 10/06/2013 |
| DOL | NYC | ****6260 | EL TREBOL SPECIAL CLEANING INC | | 95-26 76TH STREET OZONE PARK NY 11416 | 10/12/2011 | 10/12/2016 |
| DOL | DOL | ****3554 | ELITE BUILDING ENTERPRISES INC | | 34-08 PARKWAY DRIVE BALDWIN NY 11510 | 07/01/2008 | 07/21/2013 |
| DOL | DOL | ****0780 | EMES HEATING & PLUMBING CONTR | | 5 EMES LANE MONSEY NY 10952 | 01/20/2002 | 01/20/3002 |
| DOL | DOL | ****6101 | ENHANCED DATA COM INC | | 75 SHERBROOK ROAD NORTH BABYLON NY 11704 | 07/01/2010 | 07/01/2015 |
| DOL | DOL | | ERROL L ALLEN | | 134-25 166 PLACE #5E JAMAICA NY 11434 | 08/07/2008 | 08/07/2013 |
| DOL | DOL | | ESCO INSTALLERS LLC | | 1 CHELSEA COURT ATLANTIC CITY NJ 08401 | 10/06/2008 | 10/06/2013 |
| DOL | DOL | ****0329 | FAULKS PLUMBING HEATING & AIR CONDITIONING INC | | 3 UPTON STREET HILTON NY 14468 | 06/10/2008 | 06/10/2013 |
| DOL | DOL | | FERNANDO GOMEZ | | 201 RICHARDS STREET BROOKLYN NY 11231 | 02/25/2009 | 02/25/2014 |
| DOL | DOL | ****0768 | FISHER CONCRETE INC | | 741 WELSH ROAD JAVA CENTER NY 14082 | 04/08/2009 | 04/08/2014 |
| DOL | DOL | ****5867 | FJM-FERRO INC | | 6820 14TH AVENUE BROOKLYN NY 11219 | 10/27/2011 | 10/27/2016 |

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| DOL | DOL | ****8067 | FORTH SPORT FLOORS INC | | P O BOX 74 EAST GREENBUSH NY 12061 | 02/28/2012 | 03/27/2017 |
| DOL | DOL | ****0115 | FOXCROFT NURSERIES INC | | 949 GROVESIDE ROAD BUSKIRK NY 12028 | 08/27/2008 | 08/27/2013 |
| DOL | DOL | | FRANCIS (FRANK) OSCIER | | 3677 SENECA STREET WEST SENECA NY 14224 | 09/03/2008 | 09/03/2013 |
| DOL | NYC | | FRANK (FRANCIS) OSCIER | | 3677 SENECA STREET WEST SENECA NY 14224 | 09/03/2008 | 09/03/2013 |
| DOL | NYC | | FRANK ACOCELLA | | 68 GAYLORD ROAD SCARSDALE NY 10583 | 02/10/2011 | 02/10/2016 |
| DOL | NYC | | FRANK BAKER | | 24 EDNA DRIVE SYOSSET NY 11791 | 05/14/2008 | 05/14/2013 |
| DOL | DOL | | FRANK J MERCANDO | C/O MERCANDO CONTRACTIN G CO INC | 134 MURRAY AVENUE YONKERS NY 10704 | 11/22/2008 | 11/22/2013 |
| DOL | DOL | | FRANK J MERCANDO | | 134 MURRAY AVENUE YONKERS NY 10704 | 12/11/2009 | 12/11/2014 |
| DOL | DOL | | FRANK ORTIZ | | 75 SHERBROOK ROAD NORTH BABYLON NY 11704 | 07/01/2010 | 07/01/2015 |
| DOL | DOL | | FRED ABDO | ABDO TILE COMPANY AKA ABDO TILE CO | 6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057 | 06/25/2010 | 06/25/2015 |
| DOL | NYC | | FREDERICK LEE | | 89 WALKER STREET NEW YORK NY 10013 | 01/04/2008 | 01/04/2013 |
| DOL | DOL | ****9202 | G & M PAINTING ENTERPRISES INC | | 13915 VILLAGE LANE RIVERVIEW MI 48192 | 02/05/2010 | 02/05/2015 |
| DOL | DOL | ****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 | DOL | ****6826 | GBE CONTRACTING CORPORATION | | 12-14 UTOPIA PARKWAY WHITESTONE NY 11357 | 02/10/2010 | 02/10/2015 |
| DOL | NYC | | GELSOMINA TASSONE | | 25 CLIFF STREET NEW ROCHELLE NY 10801 | 06/15/2010 | 06/15/2015 |
| DOL | DOL | | GEORGE A PATTI III | | P O BOX 772 JAMESTOWN NY 14701 | 08/13/2010 | 08/13/2015 |
| DOL | NYC | | GEORGE LUCEY | | 150 KINGS STREET BROOKLYN NY 11231 | 01/19/1998 | 01/19/2998 |
| DOL | DOL | | GEORGE SHINAS | | 12-14 UTOPIA PARKWAY WHITESTONE NY 11357 | 02/10/2010 | 02/10/2015 |
| DOL | DOL | | GERALD A POLLOCK | | 336 TOMPKINS STREET CORTLAND NY 13045 | 06/29/2010 | 07/15/2016 |
| DOL | DOL | | GERALD F POLUCH JR | | 2085 BRIGHTON HENRIETTA TOWN LINE ROADROCHESTER NY 14623 | 11/04/2010 | 11/04/2015 |
| DOL | AG | | GERARD IPPOLITO | | 563 MUNCEY ROAD WEST ISLIP NY 11795 | 07/14/2008 | 07/14/2013 |
| DOL | DOL | ****4013 | GR GRATES CONSTRUCTION CORPORATION | | 63 IRONWOOD ROAD UTICA NY 13520 | 06/14/2010 | 06/14/2015 |
| DOL | DOL | | GRATES MERCHANT NANNA INC | | 63 IRONWOOD ROAD UTICA NY 13520 | 06/14/2010 | 06/15/2015 |
| DOL | DOL | | GREG SURACI | | 364 BLEAKER ROAD ROCHESTER NY 14609 | 10/25/2007 | 10/25/2012 |
| DOL | DOL | | GREGG G GRATES | | 63 IRONWOOD ROAD UTICA NY 13520 | 06/14/2010 | 06/14/2015 |
| DOL | DOL | | GRETCHEN SULLIVAN | | P O BOX 130 CRETE IL 60417 | 11/10/2011 | 11/10/2016 |
| DOL | DOL | | GRIOGORIOS BELLOS | | 4015 21ST AVENUE ASTORIA NY 11105 | 01/11/2008 | 01/11/2013 |
| DOL | DOL | ****9985 | GROUND LEVEL CONSTRUCTION | | 10 GABY LANE CHEEKTOWAGA NY 14227 | 10/15/2009 | 10/15/2014 |
| DOL | DOL | ****7735 | GRYF CONSTRUCTION INC | | 394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831 | 08/08/2011 | 08/08/2016 |
| DOL | DOL | ****8904 | HALLOCKS CONSTRUCTION CORP | P O BOX 278 | YORKTOWN HEIGHTS NY 10598 | 12/01/2008 | 12/01/2013 |
| DOL | DOL | | HARALAMBOS KARAS | | 80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370 | 11/22/2008 | 10/22/2013 |
| DOL | DOL | ****5405 | HARD LINE CONTRACTING INC | | 89 EDISON AVENUE MOUNT VERNON NY 10550 | 10/28/2011 | 10/28/2016 |
| DOL | DOL | ****0080 | HI-AMP ELECTRICAL CONTRACTING CORP | | 265-12 HILLSIDE AVENUE FLORAL PARK NY 11004 | 02/15/2008 | 02/15/2013 |
| DOL | DOL | ****4331 | HIDDEN VALALEY EXCAVATING INC | | 225 SEYMOUR STREET FREDONIA NY 14063 | 02/08/2011 | 02/08/2016 |

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| DOL | DOL | ****9893 | HOXIE'S PAINTING CO INC | | 2219 VALLEY DRIVE SYRACUSE NY 13207 | 12/04/2009 | 12/04/2014 |
| DOL | DOL | ****6429 | IDM ENTERPRISES INC | | 60 OUTWATER LANE GARFIELD NJ 07026 | 05/09/2009 | 05/09/2014 |
| DOL | DOL | ****6293 | IMPRESSIVE CONCRETE CORP | | 264A SUBURBAN AVENUE DEER PARK NY 11729 | 12/18/2007 | 12/18/2012 |
| DOL | DOL | ****8898 | IN-TECH CONSTRUCTION INC | | 8346 BREWERTON ROAD CICERO NY 13039 | 07/06/2007 | 07/06/2012 |
| DOL | DOL | ****7561 | INDUS GENERAL CONSTRUCTION | | 33-04 91ST STREET JACKSON HEIGHTS NY 11372 | 04/28/2010 | 04/28/2015 |
| DOL | DOL | ****0488 | INTERWORKS SYSTEMS, INC. | | 1233 WALT WHITMAN ROAD MELVILLE NY 11747 | 04/29/2008 | 04/29/2013 |
| DOL | DOL | | ISRAEL MONTESINOS | | 517 MILES SQUARE ROAD YONKERS NY 10701 | 02/15/2008 | 02/15/2013 |
| DOL | DOL | | IVAN D MARKOVSKI | | 60 OUTWATER LANE GARFIELD NJ 07026 | 05/09/2009 | 05/09/2014 |
| DOL | DOL | | IVAN TORRES | | 11 PLYMOUTH ROAD DIX HILLS NY 11746 | 02/15/2008 | 02/15/2013 |
| DOL | DOL | ****0579 | J & I CONSTRUCTION CORP | | 110 FOURTH STREET NEW ROCHELLE NY 10801 | 02/15/2008 | 02/15/2013 |
| DOL | DOL | | J & N LEASING AND BUILDING MATERIALS | | 154 EAST BOSTON POST ROAD MAMARONECK NY 10543 | 08/11/2009 | 08/11/2014 |
| DOL | DOL | ****1584 | J M TRI STATE TRUCKING INC | | 140 ARMSTRONG AVENUE SYRACUSE NY 13209 | 10/21/2009 | 10/21/2014 |
| DOL | DOL | | JAMES SICKAU | | 3090 SHIRLEY ROAD NORTH COLLINS NY 14111 | 04/19/2011 | 12/30/2016 |
| DOL | DOL | | JAMES WALSH | | 89 EDISON AVENUE MOUNT VERNON NY 10550 | 10/28/2011 | 10/28/2016 |
| DOL | DOL | | JASON ASBURY | | 22562 SEA BASS DRIVE BOCA RATON FL 33428 | 10/10/2007 | 10/10/2012 |
| DOL | DOL | | JEANETTE CALICCHIA | | 1223 PARK STREET PEEKSKILL NY 10566 | 09/12/2007 | 09/12/2012 |
| DOL | DOL | | JEFFREY A NANNA | | 502 WOODBURNE DRIVE UTICA NY 13502 | 06/14/2010 | 06/14/2015 |
| DOL | DOL | | JEFFREY ARTIERI | | 107 STEVENS STREET LOCKPORT NY 14094 | 11/04/2009 | 11/04/2014 |
| DOL | DOL | | JOHN B DUGAN | | 121 LINCOLN AVENUE ROCHESTER NY 14611 | 02/21/2008 | 02/21/2013 |
| DOL | DOL | | JOHN BUONADONNA | | 283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965 | 09/28/2009 | 09/28/2014 |
| DOL | DOL | | JOHN CATONE | | C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612 | 03/09/2012 | 03/09/2017 |
| DOL | DOL | | JOHN DESCUL | | 75 MCCULLOCH DRIVE DIX HILLS NY 11746 | 10/19/2010 | 10/19/2015 |
| DOL | NYC | | JOHN DITURI | | 1107 MCDONALD AVENUE BROOKLYN NY 11230 | 07/30/2010 | 07/30/2015 |
| DOL | NYC | | JOHN FICARELLI | | 120-30 28TH AVENUE FLUSHING NY 11354 | 01/14/2011 | 01/14/2016 |
| DOL | DOL | | JOHN JIULIANNI | | 222 GAINSBORG AVENUE E WEST HARRISON NY 10604 | 05/10/2010 | 05/10/2015 |
| DOL | NYC | | JOHN MARI JR | | 278 ROBINSON AVENUE NEW YORK NY 10312 | 04/06/2008 | 04/06/2013 |
| DOL | NYC | | JOHN O'SHEA | | 4350 BULLARD AVENUE BRONX NY 10466 | 01/28/2008 | 01/28/2013 |
| DOL | DOL | ****5970 | JOHN PREVETE FRAMING AND JOHN PREVETE FRAMING INC | JOHN PREVETE | 320 RIDGE ROAD WEST MILFORD NJ 07480 | 03/26/2008 | 03/26/2013 |
| DOL | DOL | ****2701 | JOHN SMYKLA | AFFORDABLE PAINTING PLUS | 367 GREEVES ROAD NEW HAMPTON NY 10958 | 10/01/2010 | 10/01/2015 |
| DOL | DOL | | JORGE OUVINA | | 344 SOUNDVIEW LANE COLLEGE POINT NY 11356 | 11/22/2011 | 11/22/2016 |
| DOL | DOL | | JOSE DOS SANTOS JR | | 85-08 60TH AVENUE ELMHURST NY 11373 | 11/21/2008 | 11/21/2013 |
| DOL | DOL | | JOSE MONTAS | | 27 BUTLER PLACE YONKERS NY 10710 | 03/18/2011 | 03/15/2017 |
| DOL | DOL | | JOSEPH CALICCHIA | | 1223 PARK STREET PEEKSKILL NY 10566 | 09/12/2007 | 09/12/2012 |
| DOL | DOL | | JOSEPH CASUCCI | | 6820 14TH AVENUE BROOKLYN NY 11219 | 10/27/2011 | 10/27/2016 |
| DOL | DOL | | JOSEPH MONETTE | | C/O JOHN MONETTE 140 ARMSTRONG AVENUESYRACUSE NY 13209 | 10/21/2009 | 10/21/2014 |

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| DOL | DOL | ****1763 | JR RESTORATION & ROOFING INC | 152-65 11TH AVENUE WHITESTONE NY 11357 | 05/22/2008 | 05/22/2013 |
| DOL | DOL | | JULIUS AND GITA BEHREND | 5 EMES LANE MONSEY NY 10952 | 11/20/2002 | 11/20/3002 |
| DOL | DOL | ****9422 | JUNKYARD CONSTRUCTION CORP. | 2068 ANTHONY AVENUE BRONX NY 10457 | 12/26/2007 | 12/26/2012 |
| DOL | DOL | ****3810 | K M MARTELL CONSTRUCTION, INC. | 57 CROSS ROAD MIDDLETOWN NY 10940 | 06/25/2007 | 06/25/2012 |
| DOL | DOL | | K NELSON SACKOOR | 16 JOY DRIVE NEW HYDE PARK NY 11040 | 01/05/2010 | 01/05/2015 |
| DOL | NYC | | KAMIL OZTURK | 3715 KINGS HWY - STE 1D BROOKLYN NY 11234 | 06/30/2010 | 06/30/2015 |
| DOL | NYC | | KAZIMIERZ KONOPSKI | 194 ASHLAND PLACE BROOKLYN NY 11217 | 03/06/2008 | 03/06/2013 |
| DOL | NYC | ****4923 | KELLY'S SHEET METAL, INC. | 1426 ATLANTIC AVENUE BROOKLYN NY 11216 | 12/28/2007 | 01/14/2013 |
| DOL | DOL | | KEMPTON MCINTOSH | 8531 AVENUE B BROOKLYN NY 11236 | 12/16/2008 | 12/16/2013 |
| DOL | DOL | | KEVIN MARTELL | 57 CROSS ROAD MIDDLETOWN NY 10940 | 06/25/2007 | 06/25/2012 |
| DOL | DOL | ****5941 | KINGSVIEW ENTERPRISES INC | 7 W FIRST STREET P O BOX 2LAKEWOOD NY 14750 | 01/14/2011 | 01/14/2016 |
| DOL | DOL | | KRIS CLARKSON | 2484 CATON ROAD CORNING NY 14830 | 06/20/2007 | 06/20/2012 |
| DOL | DOL | | KRZYSZTOF PRXYBYL | 2 TINA LANE HOPEWELL JUNCTION NY 12533 | 01/06/2012 | 01/06/2017 |
| DOL | DOL | ****0526 | LAGUARDIA CONSTRUCTION CORP | 47-40 48TH STREET WOODSIDE NY 11377 | 07/01/2011 | 07/01/2016 |
| DOL | NYC | ****8816 | LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION | 150 KINGS STREET BROOKLYN NY 11231 | 08/19/1998 | 08/19/2998 |
| DOL | DOL | ****9628 | LANCET ARCH INC | 112 HUDSON AVENUE ROCHESTER NY 14605 | 02/14/2006 | 10/19/2014 |
| DOL | DOL | | LANCET SPECIALTY CONTRACTING CORP | C/O CATENARY CONSTRUCTION 112 HUDSON AVENUE ROCHESTER NY 14605 | 10/19/2009 | 10/19/2014 |
| DOL | DOL | | LARRY FRANGOS | 5752 WEST WEBB ROAD YOUNGSTOWN OH 44515 | 05/21/2008 | 05/21/2013 |
| DOL | DOL | ****7907 | LEEMA EXCAVATING INC | 140 ARMSTRONG AVENUE SYRACUSE NY 13209 | 10/21/2009 | 10/21/2014 |
| DOL | AG | ****5102 | LIBERTY TREE SERVICE, INC. | 563 MUNCEY ROAD WEST ISLIP NY 11795 | 07/14/2008 | 07/14/2013 |
| DOL | DOL | ****8453 | LINPHILL ELECTRICAL CONTRACTORS INC | 523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553 | 01/07/2011 | 01/07/2016 |
| DOL | DOL | | LINVAL BROWN | 523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553 | 01/07/2011 | 01/07/2016 |
| DOL | DOL | ****5953 | LPD CONTRACTING INC | 1205 MCBRIDE AVENUE WEST PATTERSON NJ 07424 | 08/27/2007 | 08/27/2012 |
| DOL | DOL | ****5171 | LUVIN CONSTRUCTION CORP | P O BOX 357 CARLE PLACE NY 11514 | 03/15/2010 | 03/15/2015 |
| DOL | DOL | ****9688 | M K PAINTING INC | 4157 SEVENTH STREET WYANDOTT MI 48192 | 05/14/2007 | 05/14/2012 |
| DOL | DOL | | MANUEL ESTEVES | 55 OLD TURNPIKE ROAD SUITE 612MANUET NY 10954 | 02/04/2011 | 02/04/2016 |
| DOL | NYC | | MANUEL P TOBIO | 150 KINGS STREET BROOKLYN NY 14444 | 08/19/1998 | 08/19/2998 |
| DOL | NYC | | MANUEL TOBIO | 150 KINGS STREET BROOKLYN NY 11231 | 08/19/1998 | 08/19/2998 |
| DOL | DOL | | MARGARET FORTH | P O BOX 74 EAST GREENBUSH NY 12061 | 02/28/2012 | 03/27/2017 |
| DOL | DOL | | MARIO R ECHEVERRIA JR | 588 MEACHAM AVE-SUITE 103 ELMONT NY 11003 | 08/24/2010 | 08/24/2015 |
| DOL | DOL | | MARK LINDSLEY | 355 COUNTY ROUTE 8 FULTON NY 13069 | 08/08/2009 | 08/14/2014 |
| DOL | NYC | ****4314 | MASCON RESTORATION INC | 129-06 18TH AVENUE COLLEGE POINT NY 11356 | 02/09/2012 | 02/09/2017 |
| DOL | NYC | ****4314 | MASCON RESTORATION LLC | 129-06 18TH AVENUE COLLEGE POINT NY 11356 | 02/09/2012 | 02/09/2017 |
| DOL | DOL | | MASONRY CONSTRUCTION INC | 220 FERRIS AVENUE WHITE PLAINS NY 10603 | 12/04/2009 | 12/04/2014 |
| DOL | DOL | | MASONRY INDUSTRIES INC | 220 FERRIS AVENUE WHITE PLAINS NY 10603 | 12/04/2009 | 12/04/2014 |

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| DOL | DOL | ****6826 | MATSOS CONTRACTING CORPORATION | | 12-14 UTOPIA PARKWAY WHITESTONE NY 11357 | 02/10/2010 | 02/10/2015 |
| DOL | AG | ****9970 | MAY CONSTRUCTION CO INC | | 700 SUMMER STREET STAMFORD CT | 11/24/2009 | 11/24/2014 |
| DOL | DOL | ****9857 | MBL CONTRACTING CORPORATION | | 2620 ST RAYMOND AVENUE BRONX NY 10461 | 08/30/2011 | 08/30/2016 |
| DOL | DOL | | MCI CONSTRUCTION INC | | 975 OLD MEDFORD AVENUE FARMINGDALE NY 11738 | 08/24/2009 | 08/24/2014 |
| DOL | DOL | ****5936 | MCSI ADVANCED AV SOLUTIONS LLC | | 2085 BRIGHTON HENRIETTA TOWN LINE ROADROCHESTER NY 14623 | 11/04/2010 | 11/04/2015 |
| DOL | DOL | ****4259 | MERCANDO CONTRACTING CO INC | | 134 MURRAY AVENUE YONKERS NY 10704 | 12/11/2009 | 12/11/2014 |
| DOL | DOL | ****0327 | MERCANDO INDUSTRIES LLC | | 134 MURRAY AVENUE YONKERS NY 10704 | 12/11/2009 | 12/11/2014 |
| DOL | DOL | | MICHAEL L. KRIVITZA | NORTHEAST TECHNOLOGIES | 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 | ****2635 | MIDLAND CONSTRUCTION OF CEDAR LAKE INC | | 13216 CALUMET AVENUE CEDAR LAKE IL 46303 | 11/10/2011 | 11/10/2016 |
| DOL | DOL | ****5517 | MILLENNIUM PAINTING INC | | 67 WARD ROAD SALT POINT NY 12578 | 01/21/2011 | 01/21/2016 |
| DOL | DOL | ****0818 | MILLER SANDBLASTING AND PAINTING | | 121 LINCOLN AVENUE ROCHESTER NY 14611 | 02/21/2008 | 02/21/2013 |
| DOL | NYC | | MOHAMMAD SELIM | | 73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11372 | 03/04/2010 | 03/04/2015 |
| DOL | DA | | MOHAMMED SALEEM | | 768 LYDIG AVENUE BRONX NY 10462 | 08/18/2009 | 05/25/2015 |
| DOL | NYC | ****2690 | MONDOL CONSTRUCTION INC | | 11-27 30TH DRIVE LONG ISLAND CITY NY 11102 | 05/25/2011 | 05/25/2016 |
| DOL | DOL | | MORTON LEVITIN | | 3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572 | 08/30/2011 | 08/30/2016 |
| DOL | NYC | | MUHAMMAD ZULFIQAR | | 129-06 18TH AVENUE COLLEGE POINT NY 11356 | 02/09/2012 | 02/09/2017 |
| DOL | DOL | ****2357 | MUNICIPAL MILLING & MIX-IN-PLACE | | 9091 ERIE ROAD ANGOLA NY 14006 | 02/03/2011 | 02/03/2016 |
| DOL | DOL | ****2251 | MURDOUGH DEVELOPMENT CO., INC. | | 203 KELLY DRIVE EAST AURORA NY 14052 | 03/26/2008 | 03/26/2013 |
| DOL | DOL | | MURRAY FORTH | | P O BOX 74 EAST GREENBUSH NY 12061 | 02/28/2012 | 03/27/2017 |
| DOL | DA | ****9642 | MUTUAL OF AMERICAL GENERAL CONSTRUCTION & MANAGEMENT CORP | | 768 LYDIG AVENUE BRONX NY 10462 | 08/18/2009 | 05/25/2015 |
| DOL | DOL | | N PICCO AND SONS CONTRACTING INC | | 154 EAST BOSTON POST ROAD MAMARONECK NY 10543 | 08/11/2009 | 08/11/2014 |
| DOL | DOL | ****4133 | NASDA ELECTRICAL ENTERPRISES INC | | 134-25 166 PLACE - #5E JAMAICA NY 11434 | 08/07/2008 | 08/07/2013 |
| DOL | DOL | ****9445 | NASDA ENTERPRISES INC | | 134-25 166 PLACE #5E JAMAICA NY 11434 | 08/07/2008 | 08/07/2013 |
| DOL | DOL | | NAT PICCO | | 154 EAST BOSTON POST ROAD MAMARONECK NY 10543 | 08/22/2009 | 08/22/2014 |
| DOL | DOL | | NICOLE SPELLMAN | | 2081 JACKSON AVENUE COPIAGUE NY 11726 | 06/03/2010 | 06/03/2015 |
| DOL | DOL | | NIKOLAS PSAREAS | | 656 N WELLWOOD AVE/STE C LINDENHURST NY 11757 | 09/01/2011 | 09/01/2016 |
| DOL | DOL | ****9890 | NOBLE CONSTRUCTION | | 23960 WHITE ROAD WATERTOWN NY 13601 | 02/14/2008 | 02/14/2013 |
| DOL | DOL | ****7771 | NORTHEAST TECHNOLOGIES | | 105 PINE STREET APT. 2 EAST ROCHESTER NY 14445 | 05/14/2007 | 05/14/2012 |
| DOL | DOL | ****7041 | NYCOM SERVICES CORP | | 80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370 | 11/22/2008 | 11/22/2013 |
| DOL | DOL | ****0797 | O GLOBO CONSTRUCTION CORP | | 85-06 60TH AVENUE ELMHURST NY 11373 | 11/21/2008 | 11/21/2013 |
| DOL | NYC | | OLIVER HOLGUIN | | 95-26 76TH STREET OZONE PARK NY 11416 | 10/12/2011 | 10/12/2016 |
| DOL | NYC | ****3855 | OT & T INC | | 36-28 23RD STREET LONG ISLAND CITY NY 11106 | 01/15/2008 | 05/14/2013 |
| DOL | NYC | ****9833 | PARADISE CONSTRUCTION CORP | | 6814 8TH AVENUE BROOKLYN NY 11220 | 12/05/2007 | 12/05/2012 |
| DOL | DOL | ****5226 | PASCARELLA & SONS | | 459 EVERDALE AVENUE WEST ISLIP NY 11759 | 01/10/2010 | 01/10/2015 |

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| DOL | DOL | | PATRICK BURNS | | 19 E. CAYUGA STREET OSWEGO NY 13126 | 05/15/2008 | 05/15/2013 |
| DOL | DOL | | PATRICK SHAUGHNESSY | | 88 REDWOOD DRIVE ROCHESTER NY 14617 | 05/16/2008 | 05/16/2013 |
| DOL | DOL | | PEDRO RINCON | | 131 MELROSE STREET BROOKLYN NY 11206 | 03/02/2010 | 03/02/2015 |
| DOL | DOL | | PETER J LANDI | | 249 MAIN STREET EASTCHESTER NY 10709 | 10/05/2009 | 10/05/2014 |
| DOL | DOL | ****7229 | PETER J LANDI INC | | 249 MAIN STREET EASTCHESTER NY 10709 | 10/05/2009 | 10/05/2014 |
| DOL | DOL | ****1136 | PHOENIX ELECTRICIANS COMPANY INC | | 540 BROADWAY P O BOX 2222ALBANY NY 12201 | 03/09/2010 | 03/09/2015 |
| DOL | DOL | ****5419 | PINE VALLEY LANDSCAPE CORP | | RR 1, BOX 285-B BUSKIRK NY 12028 | 08/27/2008 | 08/27/2013 |
| DOL | DOL | | PRECISION DEVELOPMENT CORP | | 115 LEWIS STREET YONKERS NY 10703 | 05/12/2009 | 05/12/2014 |
| DOL | DOL | ****7914 | PRECISION SITE DEVELOPMENT INC | | 89 EDISON AVENUE MOUNT VERNON NY 10550 | 10/28/2011 | 10/28/2016 |
| DOL | DOL | ****9359 | PRECISION STEEL ERECTORS INC | | P O BOX 949 BREWERTON NY 13029 | 09/02/2008 | 09/02/2013 |
| DOL | DOL | ****6895 | PROLINE CONCRETE OF WNY INC | | 3090 SHIRLEY ROAD NORTH COLLINS NY 14111 | 04/19/2011 | 12/30/2016 |
| DOL | DOL | ****2326 | PUTMAN CONSTRUCTION COMPANY OF WESTERN NY | | 29 PHYLLIS AVENUE BUFFALO NY 14215 | 09/03/2008 | 09/03/2013 |
| DOL | DOL | ****7438 | R & H COMMERCIAL FLOORING, INC. | | 102 WILLOW AVENUE WATKINS GLEN NY 14891 | 06/20/2007 | 06/20/2012 |
| DOL | DOL | | RAMON BONILLA | | 938 E 232ND STREET #2 BRONX NY 10466 | 05/25/2010 | 05/25/2015 |
| DOL | DOL | ****7294 | REDWOOD FLOORING, INC. | | 88 REDWOOD DRIVE ROCHESTER NY 14617 | 05/16/2008 | 05/16/2013 |
| DOL | NYC | ****6978 | RISINGTECH INC | | 243-03 137TH AVENUE ROSEDALE NY 11422 | 03/25/2010 | 03/25/2015 |
| DOL | DOL | | ROBBYE BISSE SAR | | 89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427 | 01/11/2003 | 01/11/3003 |
| DOL | DOL | | ROBERT DIMARSICO | | 1233 WALT WHITMAN ROAD MELVILLE NY 11747 | 04/29/2008 | 04/29/2013 |
| DOL | NYC | | ROBERT FICARELLI | | 120-30 28TH AVENUE FLUSHING NY 11354 | 01/14/2011 | 01/14/2016 |
| DOL | DOL | | ROBERT O'HANLON | | 635 MIDLAND AVENUE GARFIELD NJ 07026 | 07/09/2007 | 07/09/2012 |
| DOL | DOL | ****1721 | ROBERTS CONSTRUCTION OF UPSTATE NEW YORK INC | | 5 SANGER AVENUE NEW HARTFORD NY 13413 | 01/28/2009 | 01/28/2014 |
| DOL | DOL | ****3467 | ROCKERS AND NOCKERS LLC | | 207 RIVERVIEW ROAD REXFORD NY 12148 | 10/23/2007 | 10/23/2012 |
| DOL | DOL | ****9025 | ROJO MECHANICAL LLC | | 938 E 232ND STREET #2 BRONX NY 10466 | 05/25/2010 | 05/25/2015 |
| DOL | DOL | | RONALD R SAVOY | C/O CNY MECHANICAL ASSOCIATES INC | P O BOX 250 EAST SYRACUSE NY 13057 | 11/06/2008 | 11/06/2013 |
| DOL | DOL | | ROSARIO CARRUBBA | | 5755 NEWHOUSE ROAD EAST AMHERST NY 14051 | 10/10/2007 | 10/10/2012 |
| DOL | DOL | ****5905 | ROSE PAINTING CORP | | 222 GAINSBORG AVENUE EAST WEST HARRISON NY 10604 | 05/10/2010 | 05/10/2015 |
| DOL | NYC | | ROSS J HOLLAND | | 120-30 28TH AVENUE FLUSHING NY 11354 | 01/14/2011 | 01/14/2016 |
| DOL | DOL | | RUSSELL TUPPER | | 8346 BREWERTON ROAD CICERO NY 13039 | 07/06/2007 | 07/06/2012 |
| DOL | DOL | | RUTH H SUTTON | | 939 GROVESIDE ROAD BUSKIRK NY 12028 | 08/27/2008 | 08/27/2013 |
| DOL | DOL | | S & M CONTRACTING LLC | | 30 MIDLAND AVENUE WALLINGTON NJ 07057 | 11/05/2010 | 11/05/2015 |
| DOL | DOL | ****2585 | S B WATERPROOFING INC | | SUITE #3R 2167 CONEY ISLAND AVENUEBROOKLYN NY 11223 | 11/04/2009 | 11/04/2014 |
| DOL | DOL | ****9066 | SAMAR PAINTING & DECORATING INC | | 137 E MAIN STREET ELMSFORD NY 10523 | 12/01/2008 | 12/01/2013 |
| DOL | NYC | ****0987 | SCHWARTZ ELECTRIC CONTRACTORS INC | | 89 WALKER STREET NEW YORK NY 10013 | 01/04/2008 | 01/04/2013 |
| DOL | DOL | ****6348 | SEABURY ENTERPRISES LLC | | 22562 SEA BASS DRIVE BOCA RATON FL 33428 | 10/10/2007 | 10/10/2012 |
| DOL | NYC | ****4020 | SERVI-TEK ELEVATOR CORP | | 2546 EAST TREMONT AVENUE BRONX NY 10461 | 06/04/2009 | 06/04/2014 |

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| DOL | NYC | ****8252 | SEVERN TRENT ENVIRONMENTAL SERVICES INC | | 16337 PARK ROW HOUSTON TX 77084 | 06/12/2007 | 06/12/2012 |
| DOL | NYC | | SHAFIQU L ISLAM | | 11-27 30TH DRIVE LONG ISLAND CITY NY 11102 | 05/25/2011 | 05/25/2016 |
| DOL | DOL | | SHAIKF YOUSUF | | C/O INDUS GENERAL CONST 33-04 91ST STREET JACKSON HEIGHTS NY 11372 | 04/28/2010 | 04/28/2015 |
| DOL | DOL | ****0256 | SIERRA ERECTORS INC | | 79 MADISON AVE - FL 17 NEW YORK NY 10016 | 04/16/2009 | 04/16/2014 |
| DOL | DOL | ****0415 | SIGNAL CONSTRUCTION LLC | | 199 GRIDER STREET BUFFALO NY 14215 | 11/14/2006 | 02/25/2015 |
| DOL | DOL | ****8469 | SIGNATURE PAVING AND SEALCOATING | | P O BOX 772 JAMESTOWN NY 14701 | 08/13/2010 | 08/13/2015 |
| DOL | DOL | ****8469 | SIGNATURE SEALCOATING AND STRIPING SERVICE | | 345 LIVINGSTON AVENUE P O BOX 772 JAMESTOWN NY 14702 | 04/04/2007 | 08/13/2015 |
| DOL | DOL | ****0667 | SNEEM CONSTRUCTION INC | | 43-22 42ND STREET SUNNYSIDE NY 11104 | 07/01/2011 | 07/01/2016 |
| DOL | DOL | | SPASOJE DOBRIC | | 61 WILLET STREET - SUITE PASSAIC NJ 07055 | 07/09/2010 | 02/23/2017 |
| DOL | DOL | ****3539 | SPOTLESS CONTRACTING | IMPACT INDUSTRIAL SERVICES INC | 44 THIELLS-MT IVY ROAD POMONA NY 10970 | 10/14/2011 | 10/14/2016 |
| DOL | DOL | ****3496 | STAR INTERNATIONAL INC | | 89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427 | 08/11/2003 | 08/11/3003 |
| DOL | NYC | ****6650 | START ELEVATOR CONSTRUCTION, INC. | | 4350 BULLARD AVENUE BRONX NY 10466 | 01/28/2008 | 01/28/2013 |
| DOL | NYC | ****3896 | START ELEVATOR MAINTENANCE, INC. | | 4350 BULLARD AVENUE BRONX NY 10466 | 01/28/2008 | 01/28/2013 |
| DOL | NYC | ****1216 | START ELEVATOR REPAIR, INC. | | 4350 BULLARD AVENUE BRONX NY 10466 | 01/28/2008 | 01/28/2013 |
| DOL | NYC | ****2101 | START ELEVATOR, INC. | | 4350 BULLARD AVENUE BRONX NY 10466 | 01/28/2008 | 01/28/2013 |
| DOL | DOL | | STEED GENERAL CONTRACTORS INC | | 1445 COMMERCE AVENUE BRONX NY 10461 | 10/09/2007 | 10/09/2012 |
| DOL | DOL | | STEFANIE MCKENNA | | 30 MIDLAND AVENUE WALLINGTON NJ 07057 | 11/05/2010 | 11/05/2015 |
| DOL | DOL | | STEPHEN BALZER | | 34-08 PARKWAY DRIVE BALDWIN NY 11510 | 07/01/2008 | 07/01/2013 |
| DOL | DOL | | STEVE PAPASTEFANOU | | 1445 COMMERCE AVENUE BRONX NY 10461 | 10/09/2007 | 10/09/2012 |
| DOL | DOL | | STEVEN CONKLIN | | 60 COLONIAL ROAD STILLWATER NY 12170 | 02/15/2011 | 02/15/2016 |
| DOL | DOL | ****4081 | STS CONSTRUCTION OF WNY | | 893 EAGLE STREET BUFFALO NY 14210 | 06/09/2009 | 06/09/2014 |
| DOL | DOL | ****2036 | SURACI ENTERPRISES INC | | 364 BLEAKER ROAD ROCHESTER NY 14609 | 10/25/2007 | 10/25/2012 |
| DOL | DOL | ****4293 | THE J OUVINA GROUP LLC | | 344 SOUNDVIEW LANE COLLEGE POINT NY 11356 | 11/22/2011 | 11/22/2016 |
| DOL | DOL | | THEODORE F FAULKS | | 18 FIREWEED TRAIL HILTON NY 14468 | 06/10/2008 | 06/10/2013 |
| DOL | DOL | | THOMAS ASCHMONEIT | | 79 MADISON AVENUE - FL 17 NEW YORK NY 10016 | 04/16/2009 | 04/16/2014 |
| DOL | DOL | | THOMAS DEMARTINO | | 158-11 96TH STREET HOWARD BEACH NY 11414 | 06/25/2009 | 06/25/2014 |
| DOL | DOL | | THOMAS GORMALLY | | 250 KNEELAND AVENUE YONKERS NY 10705 | 07/09/2007 | 07/09/2012 |
| DOL | DOL | | THOMAS TERRANOVA | | 13 NEW ROAD/SUITE 1 NEWBURGH NY 12550 | 11/15/2010 | 11/15/2015 |
| DOL | NYC | | TIMOTHY O'SULLIVAN | | C/O SNEEM CONSTRUCTION 4322 42ND STREETSUNNYSIDE NY 11104 | 07/01/2011 | 07/01/2016 |
| DOL | DOL | | TIMOTHY P SUCH | | 893 EAGLE STREET BUFFALO NY 14210 | 06/09/2009 | 06/09/2014 |
| DOL | DOL | | TNT DEMOLITION AND ENVIRONMENTAL INC | | 355 COUNTY ROUTE 8 FULTON NY 13069 | 08/08/2009 | 08/19/2014 |
| DOL | DOL | ****3315 | TOTAL DOOR SUPPLY & INSTALLATION INC | | 16 JOY DRIVE NEW HYDE PPARK NY 11040 | 01/05/2010 | 01/05/2015 |
| DOL | DOL | ****3315 | TOTAL DOOR SUPPLY & INSTALLATION INC | | 16 JOY DRIVE NEW HYDE PPARK NY 11040 | 01/05/2010 | 01/05/2015 |
| DOL | DOL | ****2357 | TRAC CONSTRUCTION INC | MUNICIPAL MILLING & MIX -IN- PLACE | 9091 ERIE ROAD ANGOLA NY 14006 | 02/03/2011 | 02/03/2016 |
| DOL | DOL | | TRI STATE TRUCKING INC | | 140 ARMSTRONG AVENUE SYRACUSE NY 13209 | 10/21/2009 | 10/21/2014 |

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| DOL | DOL | *****5213 | TRIAD PAINTING CO INC | | 656 N WELLWOOD AVE/STE C LINDENHURST NY 11757 | 09/01/2011 | 09/01/2016 |
| DOL | DOL | *****4294 | TWT CONSTRUCTION COMPANY INC | | 13 NEW ROAD/SUITE 1 NEWBURGH NY 12550 | 11/15/2010 | 11/15/2015 |
| DOL | NYC | *****5184 | UDDIN USA CORP | | 663 DEGRAW STREET BROOKLYN NY 11217 | 05/17/2007 | 05/17/2012 |
| DOL | DOL | | ULIANO AND SONS INC | | 22 GRIFFEN COURT MILLER PLACE NY 11746 | 10/26/2010 | 10/26/2015 |
| DOL | DOL | *****8663 | URBAN-SUBURBAN RECREATION INC | | 3 LUCON DRIVE DEER PARK NY 11728 | 06/20/2007 | 06/20/2012 |
| DOL | DOL | *****0854 | VANESSA CONSTRUCTION INC | | 588 MEACHAM AVE/STE 103 ELMONT NY 11003 | 08/24/2010 | 08/24/2015 |
| DOL | DOL | | VIRGINIA L CAPONE | | 137 E MAIN STREET ELMSFORD NY 10523 | 12/01/2008 | 12/01/2013 |
| DOL | NYC | *****9936 | VISHAL CONSTRUCTION INC | | 73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11272 | 03/04/2010 | 03/04/2015 |
| DOL | DOL | *****0329 | WET PAINT CO. OF OSWEGO, INC | | 19 E. CAYUGA STREET OSWEGO NY 13126 | 05/15/2008 | 05/15/2013 |
| DOL | DOL | | WHITE PLAINS CARPENTRY CORP | | 220 FERRIS AVENUE WHITE PLAINS NY 10603 | 12/04/2009 | 12/04/2014 |
| DOL | DOL | | WILLIAM PUTNAM | | 50 RIDGE ROAD BUFFALO NY 14215 | 09/03/2008 | 09/03/2013 |
| DOL | DOL | | WILLIAM SCRIVENS | | 30 MIDLAND AVENUE WALLINGTON NJ 07057 | 11/05/2010 | 11/05/2015 |
| DOL | DOL | | WILLIAM W FARMER JR | | 112 HUDSON AVENUE ROCHESTER NY 14605 | 10/19/2009 | 10/19/2014 |
| DOL | NYC | *****5498 | XAVIER CONTRACTING LLC | | 68 GAYLORD ROAD SCARSDALE NY 10583 | 02/10/2011 | 02/10/2016 |
| DOL | AG | | YULY ARONSON | | 700 SUMMER STREET STAMFORD CT | 11/24/2009 | 11/24/2014 |
| DOL | DOL | | ZEPHENIAH DAVIS | | 2068 ANTHONY AVENUE BRONX NY 10457 | 12/26/2007 | 12/26/2012 |