

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Undersigned, on behalf of the Essex County Board of Supervisors, will accept sealed bids at the Office of the Purchasing Agent until 2:00 P.M. on May 22, 2013 for a Installation of a Medium Voltage Transformer.

A pre-bid walkthrough shall be held on Wednesday, May 15, 2013 at 1:00 PM at the County Complex, 7551 Court St, Elizabethtown, NY 12932. **All contractors who plan to submit a bid are urged to attend.**

The bids shall be opened and read aloud on May 22, 2013 at 2:00 P.M. at the Office of the Purchasing Agent, 7551 Court Street, Elizabethtown, New York. If additional information concerning the bidding is required, please call (518) 873-3332.

All bids submitted in response to this notice shall be marked "SEALED BID – TRANSFORMER INSTALLATION" 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, by calling 518-873-3332, or on the County's website at [www.co.essex.ny.us](http://www.co.essex.ny.us).

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.

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.

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. The bidder shall also submit an executed certificate of compliance with the Iran Divestment Act signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103g.

A Contract awarded pursuant to this notice shall be subject to the provisions of Sections 103-1, 103-b, 103-d and 103-g 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 7, 2013

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**

### **Installation of a Medium Voltage Transformer**

**Scope:** It is the intent of these specifications to describe the removal of an existing transformer and installation of a Medium Voltage Transformer supplied by others.

The work shall be completed within (3) three weeks of transformer delivery to the county. The contractor shall be notified when the county has an anticipated delivery date of the transformer.

All materials furnished under this contract shall conform to the following Technical Specification sheets; unless the same are modified by the Essex County Superintendent of Public Works or his authorized representative.

The acceptance of the said materials by the Essex County Superintendent of Public Works or by his authorized representative does not prevent subsequent rejection should the materials and/or workmanship be determined to be defective or not in compliance with the specifications.

The Bidder shall provide all materials for specified bid item as indicated on the project drawings and plans titled:

Horace Nye Nursing Home Essex County, New York Transformer Installation

Drawing #

|       |                             |
|-------|-----------------------------|
| E-001 | Electrical One-Line Drawing |
| ED101 | Electrical Demolition Plan  |
| E-101 | Electrical Plan             |
| E-102 | Existing Equipment Photos   |
| E-103 | Existing Equipment Photos   |

The Bidder agrees to furnish the materials as specified on the above listed project drawings and plans without exception.

Project plans are provided in electronic format. The Bidder shall understand that original project plans are 24"x36" and must be plotted at 100% to preserve scale of original project plans.

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SECTION 013300

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Samples.
- G. Test reports.
- H. Certificates.
- I. Manufacturer's instructions.
- J. Manufacturer's field reports.
- K. Construction photographs.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with attached form.
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and deliver to Architect/Engineer at business address. Coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.

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- G. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Architect/Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedules within 15 days after date of Owner-Contractor Agreement. After review, resubmit required revised data within ten days.
- B. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- C. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- D. Submit computer generated horizontal bar chart with separate line for each major portion of Work or operation, identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Include schedule of submittal dates for shop drawings, product data, and samples, including dates reviewed submittals will be required from Architect/Engineer. Indicate decision dates for selection of finishes.
- H. Indicate delivery dates for Owner furnished products.
- I. Revisions To Schedules:
  - 1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
  - 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
  - 3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

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1.4 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PRODUCT DATA

- A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus two copies Architect/Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 017000 - Execution and Closeout Requirements.

1.6 SHOP DRAWINGS

- A. Shop Drawings: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
  - 1. Include signed and sealed calculations to support design.
  - 2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
  - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit number of opaque reproductions Contractor requires, plus two copies Architect/Engineer will retain.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 017000 - Execution and Closeout Requirements.

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1.7 SAMPLES

- A. Samples: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Samples For Selection as Specified in Product Sections:
  - 1. Submit to Architect/Engineer for aesthetic, color, or finish selection.
  - 2. Submit samples of finishes from full range of manufacturers' standard colors, in custom colors selected, textures, and patterns for Architect/Engineer selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Include identification on each sample, with full Project information.
- E. Submit number of samples specified in individual specification sections; Architect/Engineer will retain one sample.
- F. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- G. Samples will not be used for testing purposes unless specifically stated in specification section.
- H. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01 70 00 - Execution and Closeout Requirements.

1.8 DESIGN DATA

- A. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.9 TEST REPORTS

- A. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.
- B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.10 CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.

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- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

1.11 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect/Engineer for delivery to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.12 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for Architect/Engineer's benefit as contract administrator or for Owner.
- B. Submit report in duplicate within 5 days of observation to Architect/Engineer for information.
- C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.13 CONSTRUCTION PHOTOGRAPHS

- A. Provide photographs of construction throughout progress of Work.
- B. Twice monthly, submit photographs.
- C. Take photographs as evidence of existing project conditions.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

**CONTRACTOR'S LETTERHEAD**

**SUBMITTAL #** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_  
Essex County, New York  
\_\_\_\_\_  
Horace Nye Nursing Home – Transformer Installation

**PROJECT NO.:** \_\_\_\_\_  
4054

**ENGINEER:** \_\_\_\_\_  
AES Northeast, PLLC

**SPEC. SECTION NO.** \_\_\_\_\_  Warranty     Performance Affidavit     Other  
 Product Data     Shop Drawing     Samples/Color Charts

**DESCRIPTION:** \_\_\_\_\_

**NO. OF PAGES:** \_\_\_\_\_

**DATE SUBMITTED:** \_\_\_\_\_

**DATE RESUBMITTED:** \_\_\_\_\_

**CONTRACTOR'S STAMP & NOTES:**

The Contractor Certifies that this product submittal:

1. Is equal in materials of construction, quality, durability, appearance, strength, and design characteristics.
2. It will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole.
3. It has a proven record of performance and availability of responsive service.
4. There will be no increase in cost to the Owner or increase in Contract Times.
5. It conforms substantially to the detailed requirements of the item named in the Contract Documents.
6. The Contractor has allowed at least (2) weeks for review of this submittal.

**ENGINEER'S STAMP & NOTES:**

**AES NORTHEAST, PLLC**

- No Exceptions Taken       Revise & Resubmit  
 Make Corrections Noted     Rejected

**DATE:** \_\_\_\_\_ **BY:** \_\_\_\_\_

Architect's/Engineer's review is for general conformance with the design concepts and contract documents. Marking or comments shall not be construed as relieving the Contractor from compliance with the project plans and specifications, nor departure therefrom. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly and for performing work in a safe manner.



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SECTION 014000

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Mockup requirements.
- F. Testing and inspection services.
- G. Defect Assessment.
- H. Alteration Procedures.
- I. Cutting and Patching.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

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1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
  - 1. Model number.
  - 2. Serial number.
  - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.6 TESTING AND INSPECTION SERVICES

- A. Employ and pay for services of an independent testing agency or laboratory acceptable to Owner to perform specified testing.

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1. Before starting Work, submit testing laboratory name, address, and telephone number, and names of full-time specialist and responsible officer.
  2. Submit copy of report of laboratory facilities' inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection.
- B. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Engineer.
1. Laboratory: Authorized to operate in State of New York.
  2. Laboratory Staff: Maintain full-time specialist on staff to review services.
  3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Engineer or Owner.
- D. Reports shall be submitted by independent firm to Engineer, Contractor, and authorities having jurisdiction, in duplicate, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
1. Submit final report indicating correction of Work previously reported as noncompliant.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
1. Notify Engineer and independent firm 24 hours before expected time for operations requiring services.
  2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.
- F. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- G. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- H. Agency Responsibilities:
1. Test Samples of mixes submitted by Contractor.
  2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
  3. Perform indicated sampling and testing of products according to specified standards.
  4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
  6. Perform additional tests required by Engineer.
  7. Attend preconstruction meetings and progress meetings.

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- I. Agency Reports: After each test, promptly submit two copies of report to Architect/Engineer, Contractor, and authorities having jurisdiction. When requested by Engineer, provide interpretation of test results. Include the following:
  - 1. Date issued.
  - 2. Project title and number.
  - 3. Name of inspector.
  - 4. Date and time of sampling or inspection.
  - 5. Identification of product and Specification Section.
  - 6. Location in Project.
  - 7. Type of inspection or test.
  - 8. Date of test.
  - 9. Results of tests.
  - 10. Conformance with Contract Documents.
  
- J. Limits on Testing Authority:
  - 1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency or laboratory may not approve or accept any portion of the Work.
  - 3. Agency or laboratory may not assume duties of Contractor.
  - 4. Agency or laboratory has no authority to stop the Work.

1.7 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Engineer and Owner.
- D. Defective Work will be partially repaired according to instructions of Engineer and Owner, and unit sum/price will be adjusted to new sum/price at discretion of Engineer and Owner.
- E. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- F. Authority of Engineer and Owner to assess defects and identify payment adjustments is final.
- G. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from transporting vehicle.
  - 4. Products placed beyond lines and levels of the required Work.
  - 5. Products remaining on hand after completion of the Work.
  - 6. Loading, hauling, and disposing of rejected products.

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PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 ALTERATION PROCEDURES

- A. Designated areas of existing facilities will be occupied for normal operations during progress of construction. Cooperate with Owner in scheduling operations to minimize conflict and to permit continuous usage.
  - 1. Perform Work not to interfere with operations of occupied areas.
  - 2. Keep utility and service outages to a minimum and perform only after written approval of Owner.
  - 3. Clean Owner-occupied areas daily. Clean spillage, overspray, and heavy collection of dust in Owner-occupied areas immediately.
- B. Materials: As specified in product Sections; match existing products with new products for patching and extending Work.
- C. Employ skilled and experienced installer to perform alteration and renovation Work.
- D. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion. Comply with Section 017000 - Execution and Closeout Requirements
- E. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- F. Remove debris and abandoned items from area and from concealed spaces.
- G. Prepare surface and remove surface finishes to permit installation of new Work and finishes.
- H. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.
- I. Remove, cut, and patch Work to minimize damage and to permit restoring products and finishes to original or specified condition.
- J. Where new Work abuts or aligns with existing Work, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.

3.2 CUTTING AND PATCHING

- A. Employ skilled and experienced installers to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
  - 1. Structural integrity of element.
  - 2. Integrity of weather-exposed or moisture-resistant elements.
  - 3. Efficiency, maintenance, or safety of element.
  - 4. Visual qualities of sight-exposed elements.

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5. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching to complete Work and to:
  1. Fit the several parts together, to integrate with other Work.
  2. Uncover Work to install or correct ill-timed Work.
  3. Remove and replace defective and nonconforming Work.
  4. Remove samples of installed Work for testing.
  5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute Work by methods to avoid damage to other Work and to provide proper surfaces to receive patching and finishing.
- E. Restore Work with new products according to requirements of Contract Documents.
- F. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
- G. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- H. Identify hazardous substances or conditions exposed during the Work to Engineer for decision or remedy.

END OF SECTION

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SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
  - 1. Temporary electricity.
  - 2. Temporary ventilation.
  - 3. Temporary sanitary facilities.
- B. Construction Facilities:
  - 1. Vehicular access.
  - 2. Parking.
  - 3. Progress cleaning and waste removal.
  - 4. Fire prevention facilities.
- C. Temporary Controls:
  - 1. Barriers.
  - 2. Security.
  - 3. Noise control.
  - 4. Pest control.
  - 5. Pollution control.
  - 6. Rodent control.
- D. Removal of utilities, facilities, and controls.

1.2 TEMPORARY ELECTRICITY

- A. Owner will utilize their existing on-site emergency standby generator during the entire power shutdown period. Owner will pay for cost of energy used.
- B. Contractor shall provide their own (OSHA compliant) hearing protection while performing work in the electrical room as the generator is located adjacent to the main disconnect switch.
- C. Contractor shall schedule shutdown with owner with minimum 5 day written notice.
- D. Contractor shall minimize power shutdown period to the greatest extent possible by preparing cabling, connections and accessories beforehand, prior to transfer to emergency power.
- E. Complement existing power service capacity and characteristics as required for construction operations.
- F. Provide distribution equipment, wiring, and outlets to provide single phase branch circuits for construction operations.

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1.3 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.4 TEMPORARY SANITARY FACILITIES

- A. Existing facilities may be used during construction operations. Maintain daily in clean and sanitary condition.
- B. At end of construction, return existing facilities used for construction operations to same or better condition as original condition.

1.5 VEHICULAR ACCESS

- A. Provide unimpeded access for emergency vehicles. Maintain 20 feet wide driveways with turning space between and around combustible materials.
- B. Use existing on-site roads for construction traffic.

1.6 PARKING

- A. Arrange for temporary surface parking areas to accommodate construction personnel.
- B. Use of designated existing on-site driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas.
- C. Use of designated areas of existing parking facilities used by construction personnel is permitted.
- D. Do not allow heavy vehicles or construction equipment in parking areas.
- E. Maintenance:
  - 1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
  - 2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.
- F. Repair:
  - 1. Repair existing facilities damaged by use to original condition.

1.7 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.



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- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

1.8 FIRE PREVENTION FACILITIES

- A. Prohibit smoking with buildings under construction. Designate area on site where smoking is permitted. Provide approved ashtrays in designated smoking areas.
- B. Establish fire watch for cutting and welding and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.
- C. Portable Fire Extinguishers: NFPA 10; 10 pound capacity, 4A-60B: C UL rating.
  - 1. Provide one fire extinguisher at each stair on each floor of buildings under construction.
  - 2. Provide minimum one fire extinguisher in every construction trailer and storage shed.

1.9 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.10 SECURITY

- A. Security Program:
  - 1. Protect Work existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
  - 2. Initiate program in coordination with Owner's existing security system at project mobilization.
  - 3. Maintain program throughout construction period until Owner occupancy.
- B. Entry Control:
  - 1. Restrict entrance of persons and vehicles into Project site and existing facilities.
  - 2. Allow entrance only to authorized persons with proper identification.
  - 3. Coordinate access of Owner's personnel to site in coordination with Owner's security forces.
- C. Personnel Identification:
  - 1. Provide identification badge to each person authorized to enter premises.
  - 2. Badge To Include: Personal photograph, name expiration date and employer.
  - 3. Maintain list of accredited persons, submit copy to Owner on request.
  - 4. Require return of badges at expiration of their employment on the Work.

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1.11 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.12 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.13 PEST CONTROL

- A. Provide methods, means, and facilities to prevent pests and insects from entering facility.

1.14 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.15 RODENT CONTROL

- A. Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.16 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 016000

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.

1.2 PRODUCTS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- C. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.

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- E. Provide off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during bidding period to requirements specified in this section.
- B. Engineer will consider requests for Substitutions only within 15 days after date of Owner-Contractor Agreement.
- C. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- D. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- E. A request constitutes a representation that Contractor:
  - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
  - 2. Will provide same warranty for Substitution as for specified product.
  - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension which may subsequently become apparent.

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5. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.
- F. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.
- G. Substitution Submittal Procedure:
  1. Submit copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
  2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
  3. Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 017000

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Starting of systems.
- D. Demonstration and instructions.
- E. Protecting installed construction.
- F. Project record documents.
- G. Spare parts and maintenance products.
- H. Product warranties.
- I. Maintenance service.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.
- B. Provide submittals to Engineer required by authorities having jurisdiction.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- D. Remove waste and surplus materials, rubbish, and construction facilities from site.

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1.4 STARTING OF SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Engineer prior to start-up of each item.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Section 013300 - Submittal Procedures that equipment or system has been properly installed and is functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at designated location.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- E. Required instruction time for each item of equipment and system is specified in individual sections.

1.6 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

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- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic from landscaped areas.

1.7 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed Shop Drawings, Product Data, and Samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured depths of foundations in relation to finish first main floor datum.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 4. Field changes of dimension and detail.
  - 5. Details not on original Contract drawings.
- G. Submit documents to Engineer with claim for final Application for Payment.

1.8 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.
- B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.



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1.9 PRODUCT WARRANTIES

- A. Obtain warranties executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.
- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.
- F. Submit prior to final Application for Payment.
- G. Time Of Submittals:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
  - 2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.10 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in specification sections for year from date of Substantial Completion.
- B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.
- D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

Execution and Closeout Requirements

017000

**PROJECT CLOSEOUT CHECKLIST  
CONSTRUCTION PHASE  
EXHIBIT A**

AES PROJECT NO.: 4054

LEGEND

PROJECT TITLE: Horace Nye Nursing Home Transformer Installation

OWNER: Essex County, New York

CONTRACTOR:

CONTRACT:

O = OWNER  
 AES = AES NORTHEAST, PLLC  
 C = CONTRACTOR  
 A = REGULATORY AGENCY  
 N/A = NOT APPLICABLE

DISTRIBUTION DATE

| REQ'D | DATE REC'D | DESCRIPTION  | SUBMITTED BY | O | C | AES | REMARKS |
|-------|------------|--|--------------|---|---|-----|---------|
| X     |            | Punchlist by AES                                   | AES          |   |   |     |         |
| X     |            | Certificate of Substantial Completion              | AES          |   |   |     |         |
| X     |            | Final Change Order                                 | AES          |   |   |     |         |
| X     |            | Final Application for Payment                      | C            |   |   |     |         |
| X     |            | Certificate Debts & Claims                         | C            |   |   |     |         |
| X     |            | Release of Liens from Suppliers and Subcontractors | C            |   |   |     |         |
| X     |            | Consent of Surety                                  | C            |   |   |     |         |
| X     |            | Record Drawings on pdf format                      | C            |   |   |     |         |
| X     |            | Operations & Maintenance Manuals                   | C            |   |   |     |         |
| X     |            | Warranties - Manufacturers/Suppliers               | C            |   |   |     |         |
| X     |            | Project Guarantee and Certification                | C            |   |   |     |         |
| X     |            | Maintenance Stock                                  | C            |   |   |     |         |
| X     |            | Systems Demonstrations                             | C            |   |   |     |         |
| X     |            | Certified Payrolls                                 | C            |   |   |     |         |
| X     |            | Maintenance Service Contracts                      | C            |   |   |     |         |
| X     |            | Delete Construction Job Phone Nos. from Contacts   | AES          |   |   |     |         |

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SECTION 024126

SELECTIVE ELECTRICAL DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Removal of existing electrical equipment and wiring, as indicated on the drawings.
  - 2. Removal of designated construction; dismantling, for completion of the Work.
  - 3. Disposal of materials.
  - 4. Identification of utilities.
  - 5. Protection of items to remain as indicated on Drawings.
  - 6. Relocate existing equipment to accommodate construction.

1.2 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Requirements for submittals.
- B. Shop Drawings: Indicate demolition and removal; location and construction of temporary work. Describe demolition removal procedures and schedule.

1.3 SEQUENCING

- A. Sequence work in the following order:
  - 1. Notify owner, minimum of 5 days prior to scheduled shutdown.
  - 2. Prepare new cabling, materials and transformer for installation.
  - 3. Verify with Owner that emergency systems are operating correctly.
  - 4. Perform shutdown and begin the work.
  - 5. Notify owner when work is complete and transfer of power can occur.

1.4 SCHEDULING

- A. Section 013000 - Administrative Requirements.
- B. Schedule work to coincide with new construction.
- C. Cease operations immediately when structure appears to be in danger and notify Engineer. Do not resume operations until directed.

1.5 COORDINATION

- A. Section 013000 - Administrative Requirements: Requirements for coordination.
- B. Conduct demolition to minimize interference with adjacent and occupied building areas.

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- C. Coordinate and sequence demolition so as not to cause shutdown of operation of surrounding areas.
- D. Shut-down Periods:
  - 1. Arrange timing of shut-down period unit 1 and 2 normal power supply with Owner. Do not shut down any utility without prior written approval.
  - 2. Keep shut-down period to minimum.
  - 3. Maintain life-safety systems in full operation in occupied facilities.
  - 4. Shutdown period shall occur between the hours of 6:00 am and 6:00 pm.
  - 5. Contractor shall make every effort to complete the work within the specified shutdown period.
  - 6. Shutdown period shall only occur on a Tuesday, Wednesday, or Thursday.
  - 7. Shutdown period shall be approved by the owner upon written notification by the contractor.

PART 2 PRODUCTS  
Not Used

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 013000 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify wiring and equipment indicated to be demolished serve only abandoned facilities.
- C. Verify termination points for demolished services.

3.2 PREPARATION

- A. Erect, and maintain temporary safeguards, including warning signs and lights, barricades, and similar measures, for protection of the public, Owner, Contractor's employees, and existing improvements to remain.
- B. Owner to provide temporary egress signage and coordination with facility staff/residents in the area of the work during the shutdown period.

3.3 DEMOLITION

- A. Demolition Drawings are based on casual field observation and existing documents. Report discrepancies to Engineer before disturbing existing installation.
- B. Remove wire to avoid any interference with new installation.
- C. Disconnect or shut off service to areas where electrical work is to be removed. Remove equipment and wiring which is not part of final project.

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- D. Perform work on energized equipment or circuits with experienced and trained personnel.
- E. Remove, relocate, and extend existing installations to accommodate new construction.
- F. Repair adjacent construction and finishes damaged during demolition work.
- G. Remove exposed abandoned grounding and bonding components, fasteners and supports, and electrical identification components.
- H. Clean and repair existing equipment to remain.
- I. Protect and retain power to existing active equipment remaining.

3.4 CLEANING

- A. Section 017000 - Execution and Closeout: Requirements for cleaning.
- B. Remove demolished materials as work progresses. Legally dispose and recycle when possible.
- C. Keep workplace neat.

3.5 PROTECTION OF FINISHED WORK

- A. Section 017000 - Execution and Closeout Requirements: Requirements for protecting finished Work.

3.6 SCHEDULES

- A. Remove, store and protect the following materials and equipment:
  - 1. Existing service disconnect enclosure panels and hardware.
  - 2. Existing exterior switchgear enclosure panels and hardware.
- B. Remove the following equipment for Owner's retention. Deliver to location designated by Engineer:
  - 1. Existing 300 kVA transformer. See drawings for additional requirements.
- C. Protect and maintain power to the following materials and equipment remaining:
  - 1. Exterior switchgear, including utility metering, utility source, and unit 3 distribution sections.
  - 2. Unit 1 and 2 secondary power distribution panels, branch panelboards, fire alarm panels, etc.
  - 3. Unit 1 and 2 emergency power panelboards, generator and transfer switch.

END OF SECTION

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SECTION 260513

LOW AND MEDIUM-VOLTAGE CABLES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Medium voltage cable.
2. Low voltage cable.
3. Cable terminations and lugs.
4. Grounding and Bonding
5. Fireproofing tape.

1.2 REFERENCES

A. International Electrical Testing Association:

1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

1.3 SUBMITTALS

A. Section 013300 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit for cable, terminations, and accessories.

C. Test Reports: Indicate results of cable test in tabular form and in plots of current versus voltage for incremental voltage steps, and current versus time at 30 second intervals at maximum voltage.

1.4 CLOSEOUT SUBMITTALS

A. Section 017000 - Execution and Closeout Requirements: Closeout procedures.

B. Project Record Documents: Record actual sizes and locations of cables.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum five years documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Section 016000 - Product Requirements: Product storage and handling requirements.

B. Protect cable ends from entrance of moisture.

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PART 2 PRODUCTS

2.1 MEDIUM VOLTAGE CABLE

A. Manufacturers

1. Southwire 15kV Primary UD EPR
2. Okonite
3. Allied Wire and Cable

B. Voltage: 15 kV.

C. Insulation Level: 100 percent of operating voltage.

D. Cable Continuous Operating Temperature Rating: MV-105

E. Configuration: Single conductor.

F. Conductor Material: Aluminum.

G. Conductor Construction: Concentrically stranded and compressed.

H. Conductor Shield: Cross linked polymer strand.

I. Insulation: Ethylene propylene rubber (EPR).

J. Suitable for use: Wet and dry locations, underground duct.

K. Listings: ANSI/ICEA S-94-649, UL 1072, RUS 1728F-U1, AEIC CS-8.

2.2 LOW VOLTAGE CABLE

A. Manufacturers

1. Southwire
2. Okonite
3. Allied Wire and Cable

B. Product Description: Single conductor insulated wire.

C. Conductor Material: Copper.

D. Insulation Voltage Rating: 600 volts.

E. Insulation Temperature Rating: 75 degrees C.

F. Insulation Material: Thermoplastic, type THWN.

G. Suitable for use: Wet and dry locations, underground duct.

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H. Listings: UL.

2.3 CABLE TERMINATIONS AND LUGS

A. Manufacturers

1. 3M Scotchlok 30000 and 31000 Series
2. Thomas and Betts
3. OZ/Gedney

B. Description: Single piece copper, solderless, pressure compression, closed end type, chamfered inside end, for use with CU/AL conductor terminations. One and two hole lug, sized in accordance with NEMA standard stud sizes and spacing. Crimping shall be used with industry standard crimp tools and dies.

C. Voltage: Up to 35 kV.

D. Location: Outdoor

E. Rating: Rated for continuous operation for the current rating of the attached cables.

F. Listings: UL 486A

2.4 FIREPROOFING TAPE

A. Product Description: Flexible, conformable fabric, coated on one side with flame retardant, flexible polymeric or chlorinated elastomer. Non-corrosive to and compatible with cable sheaths jackets. Does not support combustion.

B. Width: Approximately 3 inches.

C. Thickness: Not less than 0.03 inch.

D. Weight: Not less than 2.5 pounds per square yard.

2.5 GROUNDING AND BONDING

A. Connectors: Silicon bronze, suitable for grounding and bonding applications. Solderless compression terminals shall be long barrel copper, two bolt.

B. Wire: Stranded copper, bare. Size as required by NEC, Section 250.

C. Grounding systems shall be in accordance with Article 250 of the latest edition of the NEC. In the event with a conflict or discrepancy with NEC, the more stringent requirement shall apply.



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PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 013000 - Administrative Requirements: Coordination and project conditions.
- B. Verify conduits are ready to receive cable.
- C. Verify routing and termination locations of cable prior to rough-in.
- D. Pre-assemble cable terminations and lengths as much as possible prior to transfer to emergency power.

3.2 EXISTING WORK

- A. Remove abandoned medium-voltage cable.
- B. Maintain access to existing medium-voltage cable and other installations remaining active and requiring access.
- C. Extend existing medium-voltage cable installations using materials and methods as specified.
- D. Clean and repair existing medium-voltage cable to remain or to be reinstalled.
- E. Extend existing grounding system using materials and methods as specified.

3.3 INSTALLATION

- A. Avoid abrasion and other damage to cables during installation.
- B. Use suitable manufacturer approved lubricants and pulling equipment.
- C. Sustain cable pulling tensions and bending radii below manufacturer's recommended limits.
- D. Ground cable shield at each termination and splice.
- E. Remove paint, rust, mill oils, and surface contaminants at grounding connection points.
- F. Wire Color:
  - 1. Identify wire with colored tape at terminals, splices and boxes. Colors are as follows:
    - a. Black, red, and blue for circuits at 120/208 volts three phase.
    - b. Neutral conductors: White.
    - c. Feeder circuit conductors: Uniquely color code each phase.
- G. Feeder Circuit Conductors: Uniquely color code each phase.
- H. Ground Conductors:
  - 1. For 6 AWG and smaller: Green.

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2. For 4 AWG and larger: Identify with green tape at both ends and visible points including junction boxes.

### 3.4 FIREPROOFING

- A. Apply fireproofing tape to cables when installed in manholes, cable rooms, pull boxes, or other enclosures.
- B. Smooth out irregularities, at splices or other locations, with insulation putty before applying fireproofing tape.
- C. Apply fireproofing tape tightly around cables spirally in half-lapped wrapping or in butt jointed wrapping with second wrapping covering joints first.
- D. Extend fireproofing **1 inch** into conduit or duct.
- E. Install tape with coated side toward cable.
- F. Install random wrappings of plastic tape around fireproofing tape to prevent unraveling.
- G. Install fireproofing to withstand a 200 Ampere arc for 30 seconds.

### 3.5 FIELD QUALITY CONTROL

- A. Section 014000 - Quality Requirements
- B. Inspect exposed cable sections for physical damage.
- C. Inspect cable for proper connections
- D. Inspect shield grounding, cable supports, and terminations for proper installation.
- E. Inspect and test in accordance with NETA ATS, except Section 4.
- F. Perform inspections and tests listed in NETA ATS, Section 7.3.

### 3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Section 017000 - Execution and Closeout Requirements: Protecting installed construction.

END OF SECTION

**GENERAL NOTES**

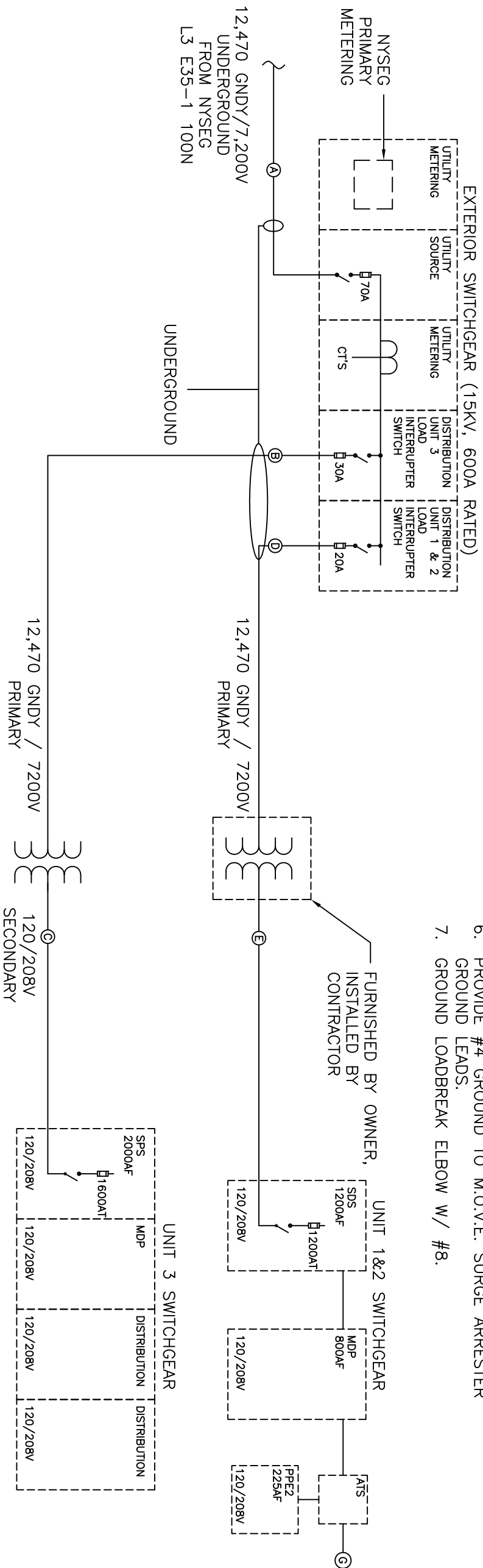
1. ALL WORK SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE & NFPA 70E LATEST EDITIONS.
2. CONTRACTOR SHALL EXAMINE FURNISHED XFMR & ACCESSORIES AND PROVIDE ADDITIONAL CONNECTORS, GROUND KITS, GROUND STRAPS, ETC., NECESSARY TO COMPLETE INSTALLATION.
3. XFMR LOAD BREAK ELBOWS & M.O.V.E. ELBOW ARRESTORS WILL BE FURNISHED LOOSE W/ XFMR FOR CONTRACTOR INSTALLATION.
4. SECONDARY GROUNDING ELECTRODE CONDUCTORS & MAIN BONDING ELECTRODE CONDUCTOR SHALL BE 3/0. BOND TO EXISTING GROUND RODS.
5. REFER TO SECTION 024126 FOR COORDINATION & SEQUENCING.

**FEEDER SCHEDULE**

| TAG | OCPD  | CONDUIT    |           | CONDUCTORS    |               |               | NOTES       |
|-----|-------|------------|-----------|---------------|---------------|---------------|-------------|
|     |       | QTY        | SIZE      | P             | N             | G             |             |
| A   | 70A   | (1)        | 4"        | (3) #2 URD    | -             | -             | 1,2         |
| B   | 30A   | (1)        | 4"        | (3) 1/0       | (1) 1/0       | (1) #8        | 1,2         |
| C   | 1600A | (5)        | 4"        | (3) 600 KCMIL | (1) 600 KCMIL | (1) 250 KCMIL | 1,2         |
| D   | 20A   | (1)<br>(1) | 4"<br>4"S | (3) #2 EPR    | -             | (1) #8        | 2,3,4,5,6,7 |
| E   | 1200A | (3)        | 4"        | (3) 600 KCMIL | (1) 600 KCMIL | (1) 3/0       | 2,3,4       |

**NOTES:**

1. EXISTING CONDUCTORS TO REMAIN.
2. EXISTING OCPD'S TO REMAIN.
3. NEW CONDUCTORS.
4. REMOVE EXISTING CONDUCTORS.
5. CONCENTRIC NEUTRAL.
6. PROVIDE #4 GROUND TO M.O.V.E. SURGE ARRESTER GROUND LEADS.
7. GROUND LOADBREAK ELBOW W/ #8.



**ELECTRICAL ONE-LINE DRAWING**

1  
E-001 N.T.S.

ONE LINE DRAWING IS A PARTIAL DRAWING & DOES NOT REPRESENT THE ENTIRE ELECTRICAL SYSTEM, ONLY THE SERVICE ENTRANCE PORTION. EXISTING CONDUIT/CONDUCTOR SIZES OBTAINED WERE FROM EXISTING DRAWINGS, CASUAL FIELD OBSERVATIONS, FIELD VERIFY.



10-12 City Hall Place, Plattsburgh, NY 12901  
Phone: (518) 561-1598 Fax: (518) 561-1990  
www.aesnortheast.com

**PROJECT TITLE:**  
HORACE NYE NURSING HOME  
ESSEX COUNTY, NEW YORK  
TRANSFORMER INSTALLATION

**DRAWING TITLE:**  
ELECTRICAL  
ONE-LINE DRAWING

**DRAWN BY:**  
B.PARK  
**DATE:**  
05/07/2013  
**CHECKED BY:**

**PROJECT NO.:**  
4054  
**DRAWING NO.:**  
E-001

EXTERIOR SWITCHGEAR

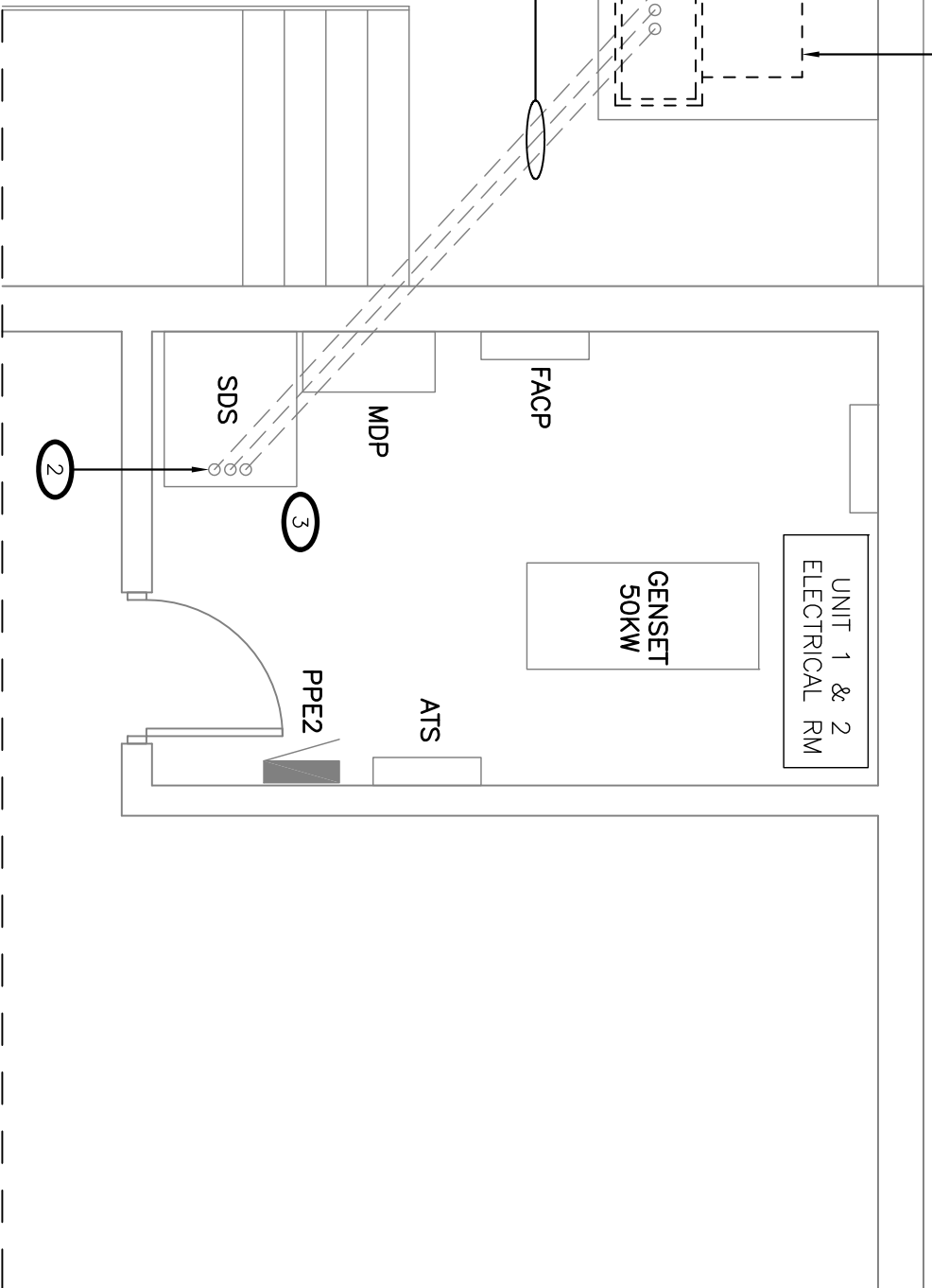


PURPORTED EXIST. UNDERGROUND CONDUITS

2

PURPORTED EXIST. UNDERGROUND CONDUITS

1



- DRAWING NOTES:**
- 1 CONTRACTOR SHALL REMOVE EXIST. XFMR & IMMEDIATELY SET ON OWNERS TRANSPORT TRUCK FOR RELOCATION TO DPW FACILITY. OWNER WILL BE RESPONSIBLE FOR SECURING THE XFMR TO THE TRUCK AND FURTHER TRANSPORT & RIGGING. CONTRACTOR SHALL USE CAUTION WHILE REMOVING AS XFMR LIQUID MAY CONTAIN PCB'S. APPROXIMATE WEIGHT: 3800 LBS.
  - 2 DISCONNECT PRIMARY & SECONDARY CONDUCTORS AND REMOVE.
  - 3 ONLY REMOVE NECESSARY PANELS & PORTIONS OF SDS TO ALLOW FOR INSTALLATION OF NEW CONDUCTORS AND FINAL CONNECTIONS.




1  
ED101

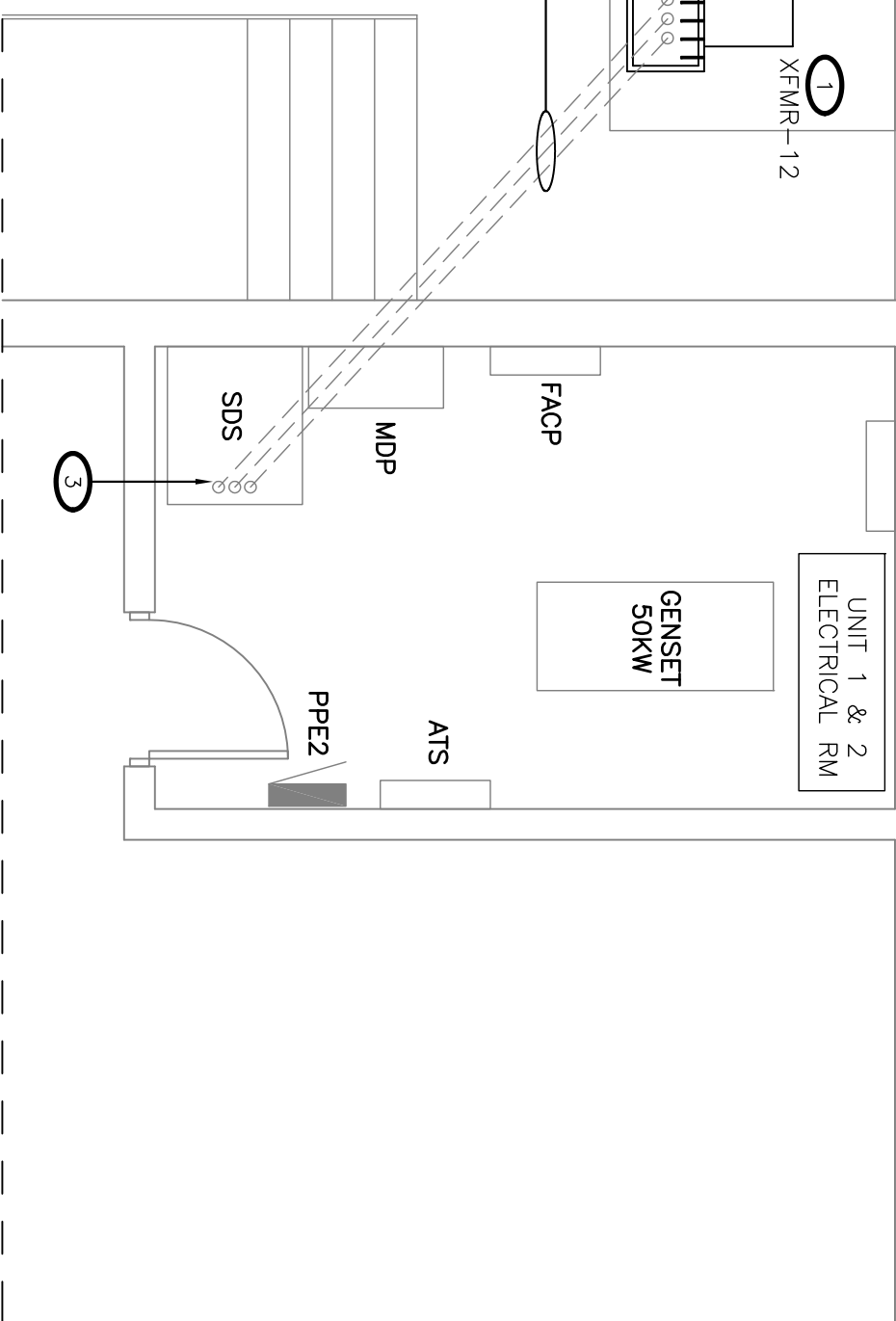
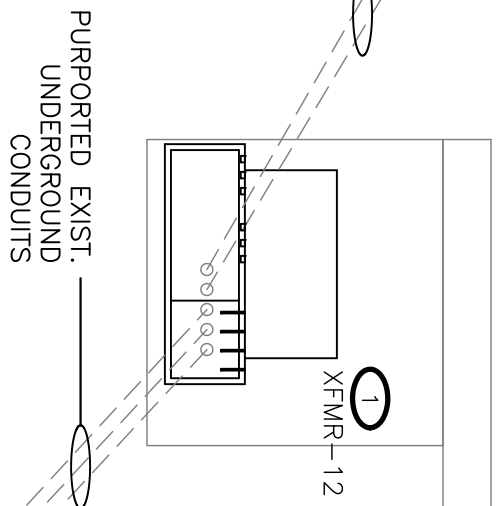
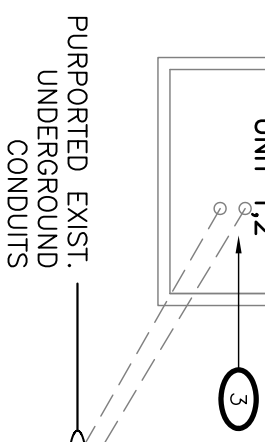
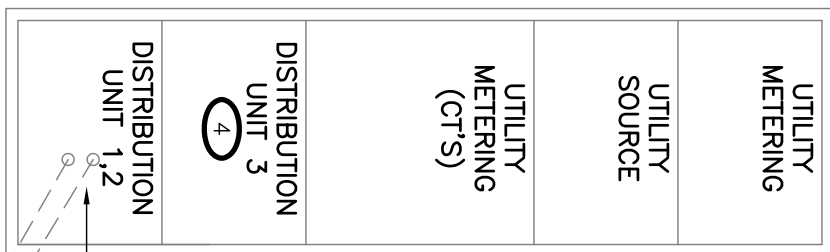
ELECTRICAL DEMOLITION PLAN

PROJECT NORTH

1/4" = 1'-0"

|  |  |   |                                    |                                     |
|--|--|---|------------------------------------|-------------------------------------|
|  <p>10-12 City Hall Place, Plattsburgh, NY 12901<br/>Phone: (518) 561-1598 Fax: (518) 561-1990<br/>www.aesnortheast.com</p> | <p>PROJECT TITLE:<br/><b>HORACE NYE NURSING HOME<br/>ESSEX COUNTY, NEW YORK<br/>TRANSFORMER INSTALLATION</b></p> | <p>DRAWING TITLE:<br/><b>ELECTRICAL<br/>DEMOLITION PLAN</b></p> | <p>DRAWN BY:<br/><b>B.PARK</b></p> | <p>PROJECT NO.:<br/><b>4054</b></p> |
|  |  |   | <p>DATE:<br/><b>05/07/2013</b></p> | <p>DRAWING NO.<br/><b>ED101</b></p> |
|  |  |   | <p>CHECKED BY:</p>                 |                                     |

EXTERIOR SWITCHGEAR




OWNER TO STORE  
NEW XFMR-12  
IN THIS AREA

- DRAWING NOTES:**
- 1 INSTALL XFMR FURNISHED BY OWNER. INSTALLATION SHALL INCLUDE RIGGING TO FINAL LOCATION ON EXISTING PAD. APPROXIMATE WEIGHT: 3,480 LBS.
  - 2 REUSE EXISTING CURB & ALIGN XFMR OVER EXISTING CONDUITS.
  - 3 RE-FEED NEW PRIMARY & SECONDARY CONDUCTORS PER E-001 AND RECONNECT TO GEAR.
  - 4 PRIMARY POWER SHALL BE MAINTAINED TO UNIT 3 PORTION OF FACILITY AT ALL TIMES.
  - 5 ADJUST PRIMARY TAPS SO SECONDARY VOLTAGE IS WITHIN 2% OF RATED VOLTAGE.
  - 6 OWNER'S EMERGENCY STANDBY POWER SYSTEM WILL BE IN USE DURING THE ENTIRE SHUTDOWN PERIOD.



**ELECTRICAL PLAN**

PROJECT  
NORTH

|  |  |  |                                    |                                     |
|--|--|--|------------------------------------|-------------------------------------|
|  <p>10-12 City Hall Place, Plattsburgh, NY 12901<br/>Phone: (518) 561-1598 Fax: (518) 561-1990<br/>www.aesnortheast.com</p> | <p>PROJECT TITLE:<br/><b>HORACE NYE NURSING HOME<br/>ESSEX COUNTY, NEW YORK<br/>TRANSFORMER INSTALLATION</b></p> | <p>DRAWING TITLE:<br/><b>ELECTRICAL PLAN</b></p> | <p>DRAWN BY:<br/><b>B.PARK</b></p> | <p>PROJECT NO.:<br/><b>4054</b></p> |
|  |  |  | <p>DATE:<br/><b>05/07/2013</b></p> | <p>DRAWING NO.<br/><b>E-101</b></p> |
|  |  |  | <p>CHECKED BY:</p>                 |                                     |





EXISTING XEMR



EXISTING SWITCHGEAR



EXISTING XEMR



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**PROJECT TITLE:**

**HORACE NYE NURSING HOME  
 ESSEX COUNTY, NEW YORK  
 TRANSFORMER INSTALLATION**

**DRAWING TITLE:**

**EXISTING EQUIPMENT  
 PHOTOS**

**DRAWN BY:**

**B.PARK**

**DATE:**

**05/07/2013**

**CHECKED BY:**

**PROJECT NO.:**

**4054**

**DRAWING NO.**

**E-102**



SDS - SECONDARY CONDUCTORS



SDS - SECONDARY CONNECTIONS



SDS - SECONDARY NEUTRALS




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**PROJECT TITLE:**  
 HORACE NYE NURSING HOME  
 ESSEX COUNTY, NEW YORK  
 TRANSFORMER INSTALLATION

**DRAWING TITLE:**  
 EXISTING EQUIPMENT  
 PHOTOS

|                            |                              |
|----------------------------|------------------------------|
| <b>DRAWN BY:</b><br>B.PARK | <b>PROJECT NO.:</b><br>4054  |
| <b>DATE:</b><br>05/07/2013 | <b>DRAWING NO.:</b><br>E-103 |
| <b>CHECKED BY:</b>         |                              |

## **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.

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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
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

## APPENDIX E



### **ESSEX COUNTY**

#### ***Office of the Purchasing Agent***

7551 Court Street, P.O. Box 217

Elizabethtown, NY 12932

518-873-3330/Fax 518-873-3339

## 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.

## GENERAL

**72. 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.

## 73. 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 computers 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**

**74. 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 after 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.

**75. 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.

**76. 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.

**77. 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.

**78. 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 Contractor 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.

**79. 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.

**80. 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.

**81. 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.

**82. 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.

**83. 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.

**84. 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.

**85. 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.

**86. 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.

**87. 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

Peter M. Rivera, Commissioner

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

Schedule Year 2012 through 2013  
Date Requested 05/07/2013  
PRC# 2013004200

Location Horace Nye Home  
Project ID#  
Project Type Remove old and install new transformer at the HNH Nursing Home

### 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 2012 through June 2013. 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](http://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](http://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](http://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](http://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 NYS DOL 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

Peter M. Rivera, Commissioner

Essex County  
Donna Thompsons, Sr Purchsing Clerk  
7551 Court St  
Elizabethtown NY 12932

Schedule Year 2012 through 2013  
Date Requested 05/07/2013  
PRC# 2013004200

Location Horace Nye Home  
Project ID#  
Project Type Remove old and install new transformer at the HNH Nursing Home

### 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: _____<br>_____                       |  |            |
| 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*

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#### **1. Purpose and Scope:**

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, 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](http://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](mailto: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](mailto: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](http://www.labor.state.ny.us) or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

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



New York State Department of Labor  
Bureau of Public Work

# 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](http://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) 687-4882 |
| Binghamton    | (607) 721-8005 | Rochester    | (585) 258-4505 |
| Buffalo       | (716) 847-7159 | Syracuse     | (315) 428-4056 |
| Garden City   | (516) 228-3915 | Utica        | (315) 793-2314 |
| New York City | (212) 775-3568 | White Plains | (914) 997-9507 |
| Newburgh      | (845) 568-5287 |              |                |

\* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or [www.comptroller.nyc.gov](http://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](http://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](mailto:dlwtpo@rit.edu)

(866) 385-7470 Ext. 2919

[www.rit.edu/~outreach/course.php3?CourseID=54](http://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](mailto: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](mailto:mailto:japs@buffalo.edu)

(716) 829-2125

[http://www.smbs.buffalo.edu/CENTERS/trc/schedule\\_OSHA.php](http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php)

### **Keene State College**

Manchester, NH

Leslie Singleton

e-mail: [lsingletin@keene.edu](mailto:lsingletin@keene.edu)

(800) 449-6742

[www.keene.edu/courses/print/courses\\_osh.cfm](http://www.keene.edu/courses/print/courses_osh.cfm)

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

[www.OutreachTrainers.org](http://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\*\*\*

| <b>Job Classification</b>          | <b>Tag #</b>           | <b>Applicable Counties</b>   | <b>Check Box</b>         |
|------------------------------------|------------------------|--|--------------------------|
| 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"/> |
| Carpenter - Building/Heavy&Highway | 277CDO                 | Chenango, Delaware, Otsego   | <input type="checkbox"/> |
| 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"/> |

## 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\*\*\*

| <b>Job Classification</b> | <b>Tag #</b> | <b>Applicable Counties</b>   | <b>Check Box</b>         |
|---------------------------|--------------|--|--------------------------|
| Electrician               | 86           | Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming  | <input type="checkbox"/> |
| Electrician               | 910          | Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence   | <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"/> |
| Glazier                   | 660          | Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming  | <input type="checkbox"/> |
| Glazier                   | 660r         | <u>Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming</u>   | <input type="checkbox"/> |
| Glazier                   | 677.1        | Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates  | <input type="checkbox"/> |
| Glazier                   | 667.Z-2      | Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego  | <input type="checkbox"/> |
| Glazier                   | 677z3        | Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins  | <input type="checkbox"/> |
| Glazier                   | 667r.2       | Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego  | <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"/> |



## 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\*\*\*

| <b>Job Classification</b>                            | <b>Tag #</b>    | <b>Applicable Counties</b>   | <b>Check Box</b>         |
|--|-----------------|--|--------------------------|
| Laborers - Residential<br>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"/> |
| Laborer - Building                                   | 621b            | Allegany, Cattaraugus, Chautauqua  | <input type="checkbox"/> |
| Laborer - Residential                                | 621r            | Allegany, Cattaraugus, Chautauqua  | <input type="checkbox"/> |
| Mason - Building/Heavy&Highway                       | 780             | Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk  | <input type="checkbox"/> |
| Operating Engineer -<br>Heavy& Highway               | 832H            | Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates   | <input type="checkbox"/> |
| Operating Engineer -<br>Heavy/Highway                | 137H/H          | Putnam, Westchester  | <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"/> |
| Painter  | 150             | Livingston, Monroe, Ontario, Wayne, Yates  | <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"/> |
| Teamster - Building/Heavy&Highway                    | 456             | Putnam, Westchester  | <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](http://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**

**05/01/2013**

**JOB DESCRIPTION** Asbestos Worker

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

Per hour

7/01/2012

Asbestos Worker

Removal & hazardous

abatement Only

\$ 30.00

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

**SUPPLEMENTAL BENEFITS**

Per hour paid

Journeyman

\$ 11.00

**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**

**05/01/2013**

**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

07/01/2012

01/01/2013

01/01/2014

An additional

Boilermaker

\$ 30.00

\$ 31.25

\$ 1.15\*

\* To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeymen

\$ 22.87\*

+ 0.89

\* 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, 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 | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|-----|-----|-----|-----|-----|-----|-----|-----|

65%      65%      70%      75%      80%      85%      90%      95%

Supplemental Benefits per hour worked

All Apprentices get same benefits as Journeyman.

1-197

**Carpenter - Building**

**05/01/2013**

**JOB DESCRIPTION** Carpenter - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

Clinton, Essex, Franklin

**WAGES**

| Per hour:      | 07/01/2012 | 06/01/2013<br>An Additional | 06/01/2014<br>An Additional |
|----------------|------------|-----------------------------|-----------------------------|
| Carpenter      | \$ 23.85   | \$ 1.29*                    | \$ 1.44*                    |
| Floor Coverer  | 23.85      | 1.29*                       | 1.44*                       |
| Carpet Layer   | 23.85      | 1.29*                       | 1.44*                       |
| Dry-Wall       | 23.85      | 1.29*                       | 1.44*                       |
| Lather         | 23.85      | 1.29*                       | 1.44*                       |
| Piledriver     | 24.10      | 1.29*                       | 1.44*                       |
| Diver-Wet Day  | 61.25      | 1.29*                       | 1.44*                       |
| Diver -Dry Day | 24.85      | 1.29*                       | 1.44*                       |
| Diver Tender   | 24.85      | 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 based upon deepest depth on the day of the dive:
  - 0' to 80' no additional fee
  - 81'to 100' additional \$.50 per foot
  - 101'to 150' additional \$0.75 per foot
  - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot

(\*)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                      \$ 16.00

**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 | 2nd | 3rd | 4th |
|-----|-----|-----|-----|
| 50% | 60% | 70% | 80% |

Supplemental Benefits per hour worked:

|               |         |
|---------------|---------|
| Carpenter     |         |
| 1st year term | \$ 9.11 |
| 2nd year term | 9.11    |
| 3rd year term | 11.61   |
| 4th year term | 11.61   |

1-291B-Cli

**Carpenter - Building / Heavy&Highway**

**05/01/2013**

**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:

|  | 07/01/2012 | 07/01/2013<br>An Additional | 07/01/2014<br>An Additional |
|--|------------|-----------------------------|-----------------------------|
| Carpenter - ONLY for<br>Artificial Turf/Synthetic<br>Sport Surface Installer | \$ 27.21   | \$ 0.80*                    | \$ 0.73*                    |

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

(\*)To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**

Per hour Paid:

|            | 07/01/2012 |
|------------|------------|
| Journeyman | \$ 18.09   |

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (2, 17) on HOLIDAY PAGE  
 Overtime: See (5, 6, 16) on HOLIDAY PAGE

Notes:

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.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

**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:

|               | 07/01/2012 |
|---------------|------------|
| Carpenter     |            |
| 1st year term | \$ 9.09    |
| 2nd year term | 14.49      |
| 3rd year term | 15.39      |
| 4th year term | 16.29      |

1-42AtSS

**Carpenter - Heavy&Highway**

**05/01/2013**

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

Clinton, Essex, Franklin, Hamilton, Warren, Washington

**WAGES**

Per hour

|            |            |            |
|------------|------------|------------|
| 07/01/2012 | 07/01/2013 | 07/01/2014 |
|------------|------------|------------|

|                           |          | An Additional | An Additional |
|---------------------------|----------|---------------|---------------|
| Carpenter                 | \$ 27.00 | \$ 1.04*      | \$ 1.05*      |
| Millwright                | 28.50    | 1.04*         | 1.05*         |
| Piledriver                | 27.00    | 1.04*         | 1.05*         |
| Diver-Wet Day             | 62.50    | 1.04*         | 1.05*         |
| Diver-Dry Day             | 28.00    | 1.04*         | 1.05*         |
| Diver-Tender              | 28.00    | 1.04*         | 1.05*         |
| Diver-Slurry and Effluent | 93.75    | 1.04*         | 1.05*         |

(\*)To be allocated at a later date.

State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.  
 Certified welders when required to perform welding work will receive an additional \$1.25 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.

Diver rates applies to all hours worked on dive day. Additional pay based upon the deepest depth or penetration on the day of the dive:

|                            |  |
|----------------------------|--|
| Depth Pay                  | 0' to 80' no additional.<br>81' to 100' an additional \$0.50 per foot<br>101' to 150' an additional \$0.75 per foot<br>151' and deeper an additional \$1.25 per foot |
| Penetration pay for divers | 0' to 50' no additional.<br>51' to 100' an additional \$0.75 per foot<br>101' and deeper an additional \$1.00 per foot   |

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 17.74

**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 | \$ 9.09 |
| 2nd year terms | 9.09    |
| 3rd year terms | 11.59   |
| 4th year terms | 11.59   |

1-291HH-Alb

**Electrician**

**05/01/2013**

**JOB DESCRIPTION** Electrician

**DISTRICT** 6

**ENTIRE COUNTIES**

Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

**WAGES**

Per hour: 07/01/2012

|                      |          |
|----------------------|----------|
| Electrician          | \$ 31.00 |
| Cable Splicer        | 32.50    |
| Tunnel worker/welder | 32.50    |

**NOTE:**

Additional \$1.50 per hour for all underground and tunnel work, working 35 feet or more on scaffolds, ladders, towers, steeples, structural steel, or mechanical lifts over 65 feet.

**\*\* IMPORTANT NOTICE - EFFECTIVE 07/01/2012 \*\***

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 | \$ 16.68               |
|            | *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<br>40% | to 2000<br>45% | to 3500<br>50% | to 5000<br>60% | to 6500<br>70% | to 8000<br>80% |
|---------------------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Electrician               | \$ 12.40      | \$ 13.95       | \$ 15.50       | \$ 18.60       | \$ 21.70       | \$ 24.80       |
| Cable Splicer /<br>Tunnel | \$ 13.90      | \$ 15.45       | \$ 17.00       | \$ 20.10       | \$ 23.20       | \$ 26.30       |

Supplemental Benefits per hour worked:

|                      |                               |
|----------------------|-------------------------------|
| Appr 1st & 2nd term  | \$ 7.77                       |
|                      | * plus 3% of gross wage       |
| Appr All other terms | \$ 16.68                      |
|                      | * 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**

**05/01/2013**

**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

|          |                           |            |            |            |
|----------|---------------------------|------------|------------|------------|
|          | 07/01/2012                | 01/01/2013 | 01/01/2014 | 01/01/2015 |
| Mechanic | \$40.09*                  | \$ 40.36*  | \$ 40.90*  | \$ 41.51*  |
| Helper   | 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   | 07/01/2012 | 01/01/2013 | 01/01/2014 | 01/01/2015 |
| Journeyman/Helper | \$ 23.535* | \$ 25.185* | \$ 26.785* | \$ 28.385* |

(\*)Plus 6% of gross wages if less than 5 years service  
 (\*)Plus 8% of gross 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 |         |        |        |        |
| 0-6 mo         | 6-12 mo | 2nd yr | 3rd yr | 4th yr |
| 50 %           | 55 %    | 65 %   | 70 %   | 80 %   |

Supplemental Benefits per hour worked

Same as Journeyman/Helper

1-35

**Glazier**

**05/01/2013**

**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          | 07/01/2012  | 05/01/2013    |
|                   |   | An Additional |
| Glazier base wage | \$ 24.80  | \$1.50**      |
|                   | + additional \$1.55 per hour for all hours worked |               |

\*High Work Base Wage 28.00  
 + additional \$3.55 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           | \$ 14.28 |
| Journeyman High Work | 19.63    |

**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 \$1.55 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 \$3.55 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         | \$12.93  |
| 5th-8th term         | 14.28    |
| Apprentice High Work |          |
| 1st-4th term         | \$ 15.08 |
| 5th-8th term         | 19.63    |

For apprentices indentured prior to and including 07/01/2009, the following supplemental benefit applies:

|                      |          |
|----------------------|----------|
| Apprentice           | \$ 14.28 |
| Apprentice High Work | 19.63    |

1-201

**Insulator - Heat & Frost**

**05/01/2013**

**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 07/01/2012

|                      |          |
|----------------------|----------|
| Asbestos Worker*     | \$ 29.64 |
| Insulator*           | 29.64    |
| Firestopping Worker* | 25.19    |

(\*)On Mechanical Systems only.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 18.95

**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 \$ 18.95

1-40

**Ironworker** **05/01/2013**

**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               | 07/01/2012 | 05/01/2013 | 05/01/2014<br>An Additional |
|------------------------|------------|------------|-----------------------------|
| Ornamental             | \$ 28.00   | \$ 28.50   | \$1.55*                     |
| Reinforcing            | 28.00      | 28.50      | 1.55*                       |
| Rodman                 | 28.00      | 28.50      | 1.55*                       |
| Structural & Precast   | 28.00      | 28.50      | 1.55*                       |
| Mover/Rigger           | 28.00      | 28.50      | 1.55*                       |
| Fence Erector          | 28.00      | 28.50      | 1.55*                       |
| Stone Derrickman       | 28.00      | 28.50      | 1.55*                       |
| Sheeter                | 28.25      | 28.75      | 1.55*                       |
| Curtain Wall Installer | 28.00      | 28.50      | 1.55*                       |
| Metal Window Installer | 28.00      | 28.50      | 1.55*                       |

\*To be allocated at a later date

**SUPPLEMENTAL BENEFITS**

Per hour worked

|            |          |          |
|------------|----------|----------|
| JOURNEYMAN | \$ 23.11 | \$ 24.06 |
|------------|----------|----------|

**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:

|                                       | 07/01/2012 | 05/01/2013 |
|---------------------------------------|------------|------------|
| 1st year                              | \$ 16.00   | \$ 16.00   |
| 2nd year                              | 18.00      | 18.00      |
| 3rd year                              | 20.00      | 20.00      |
| 4th year                              | 22.00      | 22.00      |
| Supplemental Benefits per hour worked |            |            |
| 1st year                              | \$ 9.00    | \$ 9.50    |
| 2nd year                              | 17.68      | 18.53      |
| 3rd year                              | 18.92      | 19.82      |
| 4th year                              | 20.16      | 21.11      |

1-12

**Laborer - Building** **05/01/2013**

**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  
07/01/2012

|           |          |
|-----------|----------|
| Group # A | \$ 20.23 |
| Group # B | 20.38    |
| Group # C | 20.53    |
| Group # D | 20.68    |
| Group # E | 20.73    |
| Group # F | 21.23    |

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyemen \$ 16.17

**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 \$ 16.17

1-186ew

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**Laborer - Heavy&Highway**

**05/01/2013**

**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 Assisting on Chain Link Fence Installation, 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 07/01/2012

|           |          |
|-----------|----------|
| Group # A | \$ 23.34 |
| Group # B | 23.54    |
| Group # C | 23.74    |
| Group # D | 23.94    |
| Group # E | 25.34    |

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.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 17.28

**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 \$ 17.28

1-186/2h

**Laborer - Tunnel**

**05/01/2013**

**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)

07/01/2012

Tunnel Laborer:

|          |          |
|----------|----------|
| Group A  | \$ 26.52 |
| Group B  | 26.72    |
| Group C* | 28.52    |

\*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 | 17.28 |
|------------|-------|

**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 \$ 17.28

1-186T

**Lineman Electrician**

**05/01/2013**

**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 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. (14.01.01)

07/01/2012

|                          |          |
|--------------------------|----------|
| Lineman /Techician       | \$ 42.72 |
| Welder/Cable Splicer     | 42.72    |
| Digging Machine Operator | 38.45    |
| Tractor Trailer Driver   | 36.31    |
| Groundman/Truck Driver   | 34.18    |
| Mechanic 1st Class       | 34.18    |
| Flagman                  | 25.63    |

Additional \$1.00 per hour 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". (14.02.01A)

|                               |          |
|-------------------------------|----------|
| Lineman/Technician            | \$ 42.72 |
| Cable Splicer pipe type cable | 46.99    |
| Certified Welder pipe type    | 44.86    |

|                          |       |
|--------------------------|-------|
| Digging Machine Operator | 38.45 |
| Tractor Trailer Driver   | 36.31 |
| Mechanic 1st Class       | 34.18 |
| Groundman/Truck Driver   | 34.18 |
| Flagman                  | 25.63 |

Additional \$1.00 per hour 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. (14.02.01B)

|                                  |          |
|----------------------------------|----------|
| Lineman/Technician/Welder        | \$ 44.01 |
| Digging Machine Operator         | 39.61    |
| Tractor Trailer Driver           | 37.41    |
| Groundman/Truck Driver           | 35.21    |
| Mech. 1st Class                  | 35.21    |
| Flagman                          | 26.41    |
| Certified Welder/Pipe Type Cable | 46.21    |
| Cable Splicer pipe type cable    | 48.41    |

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

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. (14.03.01)

|                          |          |
|--------------------------|----------|
| Lineman/Tech./Welder     | \$ 45.23 |
| Cable splicer            | 45.23    |
| Digging Machine Operator | 40.71    |
| Tractor Trailer Driver   | 38.45    |
| Groundman/Truck Driver   | 36.18    |
| Mechanic 1st Class       | 36.18    |
| Flagman                  | 27.14    |

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.

\$ 18.25  
\*plus 7.5% of  
hourly wage paid

### **OVERTIME PAY**

See (B, E, Q,) on OVERTIME PAGE. Double time for all emergency work designated by the Dept. of Jurisdiction.

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

|           |  |
|-----------|--|
| 1st shift | 8:00 AM to 4:30 PM REGULAR RATE              |
| 2nd shift | 4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %  |
| 3rd shift | 12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 % |

### **HOLIDAY**

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

\$ 18.25  
 \*plus 7.5% of  
 hourly wage paid

\*NOTE: The 7.5% is based on the hourly wage paid, straight time rate or premium rate.

6-1249a

**Lineman Electrician - Teledata**

**05/01/2013**

**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.

|                       | 07/01/2012 | 01/01/2013 | 01/01/2014 |
|-----------------------|------------|------------|------------|
| Cable Splicer         | \$ 27.99   | \$ 28.55   | \$ 29.12   |
| Installer/Repairman   | 26.57      | 27.10      | 27.64      |
| Teledata Lineman      | 26.57      | 27.10      | 27.64      |
| Technician/Equip Oper | 26.57      | 27.10      | 27.64      |
| Groundman             | 14.09      | 14.37      | 14.66      |

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<br>*plus 3% of hourly<br>wage paid | \$ 4.43<br>*plus 3% of hourly<br>wage paid | \$ 4.43<br>*plus 3% of hourly<br>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**

**05/01/2013**

**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:

|                    | 07/01/2012 |
|--------------------|------------|
| Lineman/Technician | \$ 38.25   |
| Certified Welder   | 40.16      |



|                        |       |
|------------------------|-------|
| Digging Mach           | 34.43 |
| Tractor trailer driver | 32.51 |
| Groundman Truck Driver | 30.60 |
| Mechanic 1st Class     | 30.60 |
| Flagman                | 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 | \$18.25          |
|                     | *plus 7% of      |
|                     | hourly wage paid |

\*NOTE: The 7% is based on the hourly wage paid, straight time rate or premium rate.  
 Supplements paid at STRAIGHT TIME rate for holidays.

**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**

**05/01/2013**

**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.

07/01/2012

|                |          |
|----------------|----------|
| Tree Trimmer   | \$ 22.08 |
| Equip Operator | 19.48    |
| Mechanic       | 19.48    |
| Truck Driver   | 16.46    |
| Groundman      | 13.51    |
| Flag person    | 9.62     |

**SUPPLEMENTAL BENEFITS**

Per hour worked:

\$ 7.88  
 \*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**

**05/01/2013**

**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

|                         | 07/01/2012 | 05/01/2013<br>Additional | 05/01/2014<br>Additional |
|-------------------------|------------|--------------------------|--------------------------|
| Bricklayer              | \$ 27.17   | \$ 1.00**                | \$ 1.00**                |
| Cement Finisher         | 27.17      | 1.00**                   | 1.00**                   |
| Plasterer/Fireproofers* | 27.17      | 1.00**                   | 1.00**                   |
| Pointer/Caulker/Cleaner | 27.17      | 1.00**                   | 1.00**                   |
| Stone Mason             | 27.17      | 1.00**                   | 1.00**                   |
| Acid Brick              | 27.67      | 1.00**                   | 1.00**                   |

(\*)Fireproofers on Structural only.

(\*\*)To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 16.96

**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 \$ 10.21  
 All others 16.96

1-2b.8

**Mason - Building**

**05/01/2013**

**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            | 07/01/2012 | 06/01/2013<br>An Additional | 06/01/2014<br>An Additional |
|---------------------|------------|-----------------------------|-----------------------------|
| Tile/Marble/Terazzo |            |                             |                             |
| Setter              | \$ 28.88   | \$1.30*                     | \$1.35*                     |
| Finisher            | 22.94      | 1.03*                       | 1.07*                       |

(\* ) To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**

Per hour worked

|                     |          |
|---------------------|----------|
| Journeyman Setter   | \$ 17.53 |
| Journeyman Finisher | 14.83    |

**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     | \$ 10.18 |
| 2nd term 501-1500 hours  | 10.18    |
| 3rd term 1501-2500 hours | 13.86    |
| 4th term 2501-3500 hours | 13.86    |
| 5th term 3501-4500 hours | 15.69    |
| 6th term 4501-6000 hours | 17.53    |

|                          |         |
|--------------------------|---------|
| Finisher:                |         |
| 1st term 0-500 hours     | \$ 9.68 |
| 2nd term 501-1500 hours  | 9.68    |
| 3rd term 1501-2500 hours | 12.26   |
| 4th term 2501-3700 hours | 12.26   |

1-2TS.1

**Mason - Heavy&Highway**

**05/01/2013**

**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  
 07/01/2012

Mason &  
 Bricklayer \$ 31.82

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

**SUPPLEMENTAL BENEFITS**

Per hour worked  
 Journeyman \$ 17.24

**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 \$ 10.14  
 All others 17.24

1-2hh.1

**Millwright**

**05/01/2013**

**JOB DESCRIPTION** Millwright

**DISTRICT** 1

**ENTIRE COUNTIES**

Clinton, Essex, Franklin

**WAGES**

|            |            |                             |                             |
|------------|------------|-----------------------------|-----------------------------|
| Per hour:  | 07/01/2012 | 07/01/2013<br>An Additional | 07/01/2014<br>An Additional |
| Millwright | \$ 25.40   | \$1.06*                     | \$1.19*                     |

Note: 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.

(\*)To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**

Supplement Benefits per hour worked:

Journeyman Millwright \$ 16.94

**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 | \$ 7.94 |
| 2nd Year Term | 14.24   |
| 3rd Year Term | 15.14   |
| 4th Year Term | 16.04   |

1-1163b

**Operating Engineer - Building**

**05/01/2013**

**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 | 07/01/2012 | 07/01/2013 | 07/01/2014 |
|----------------|------------|------------|------------|
| Class # A1     | \$ 35.20   | \$ 36.55   | \$ 37.90   |
| Class # A      | 34.76      | 36.11      | 37.46      |
| Class # B      | 33.85      | 35.20      | 36.55      |
| Class # C      | 31.28      | 32.63      | 33.98      |

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.00 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$2.00 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.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 22.37 \$ 23.12 \$ 23.87

**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 worked

|           |            |            |            |
|-----------|------------|------------|------------|
|           | 07/01/2012 | 07/01/2013 | 07/01/2014 |
| All terms | \$ 17.80   | \$ 18.55   | \$ 19.30   |

1-158 Alb

**Operating Engineer - Heavy&Highway**

**05/01/2013**

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

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, 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.

**WAGES**

CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), 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 (CMI Type), Blacktop Plant (Automated), Boom truck, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically 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 BeltType 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 (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) 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, HiPressure 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 selfpropelled), 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 subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vac Truck, Vermeer saw (ride on, any size or type), Welder

CLASSIFICATION C:

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), oiler (used in conjunction with production), Bituminous Heater (self-propelled), oat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit 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), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- 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**

|                 | 07/01/2012 | 07/01/2013 | 07/01/2014 |
|-----------------|------------|------------|------------|
| Master Mechanic | \$ 36.32   | \$ 37.67   | \$ 39.02   |
| Class A*        | 34.71      | 36.06      | 37.41      |
| Class B         | 33.80      | 35.15      | 36.50      |
| Class C         | 31.23      | 32.58      | 33.93      |

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 \$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.

(\*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

**SUPPLEMENTAL BENEFITS**

Per hour worked

|            |          |          |          |
|------------|----------|----------|----------|
| Journeyman | \$ 22.60 | \$ 23.35 | \$ 24.10 |
|------------|----------|----------|----------|

**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 worked

|           | 07/01/2012 | 07/01/2013 | 07/01/2014 |
|-----------|------------|------------|------------|
| All Terms | \$ 18.00   | \$ 18.75   | \$ 19.50   |

1-158H/H Alb

**Operating Engineer - Marine Construction**

**05/01/2013**

**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 | 07/01/2012 |
|---------------------|------------|

|  |  |
|--|--|
| CLASS A<br>Operator, Leverman,<br>Lead Dredgeman   | \$ 32.89   |
| CLASS A1<br>Dozer,Front Loader<br>Operator   | To conform to Operating Engineer<br>Prevailing Wage in locality where work<br>is being performed including benefits. |
| CLASS B<br>Spider/Spill Barge Operator,<br>Tug Operator(over1000hp),<br>OperatorII, Fill Placer,<br>Derrick Operator, Engineer,<br>Chief Mate, Electrician,<br>Chief Welder,<br>Maintenance Engineer | \$ 28.49   |
| Certified Welder,<br>Boat Operator(licensed)   | \$ 26.84   |
| CLASS C<br>Drag Barge Operator,<br>Steward, Mate,<br>Assistant Fill Placer,<br><br>Welder (please add)\$ 0.06  | \$ 26.14   |
| Boat Operator  | \$ 25.29   |
| CLASS D<br>Shoreman, Deckhand,<br>Rodman, Scowman, Cook,<br>Messman, Porter/Janitor<br><br>Oiler(please add)\$ 0.09  | \$ 21.09   |

**SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

|                   |   |
|-------------------|---|
| All Classes A & B | 07/01/2012<br>\$ 8.45 plus 7%<br>of straight time<br>wage overtime hours<br>add \$ 0.63 |
| All Class C       | \$ 8.10 plus 8%<br>of straight time<br>wage overtime hours<br>add \$ 0.48               |
| All Class D       | \$ 7.85 plus 8%<br>of straight time<br>wage overtime hours<br>add \$ 0.33               |

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

4-25a-MarConst

**Operating Engineer - Survey Crew**

**05/01/2013**

**JOB DESCRIPTION** Operating Engineer - Survey Crew  
**ENTIRE COUNTIES**

**DISTRICT 6**



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.

07/01/2012

Survey Rates:

|                       |          |
|-----------------------|----------|
| Party Chief           | \$ 32.62 |
| Instrument/Rod person | 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 \$ 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% | \$ 17.91 |
| 2nd year 70% | 20.89    |
| 3rd year 80% | 23.88    |

SUPPLEMENTAL BENEFITS:  
\$ 21.75

6-545 D.H.H.

**Operating Engineer - Survey Crew - Consulting Engineer 05/01/2013**

**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.

07/01/2012

|               |          |
|---------------|----------|
| Survey Rates: |          |
| Party Chief   | \$ 32.62 |

Instrument/Rodperson 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: \$ 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

**Operating Engineer - Tunnel**

**05/01/2013**

**JOB DESCRIPTION** Operating Engineer - Tunnel

**DISTRICT 5**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: Northern part of Dutchess to the northern boundary line of the City of Poughkeepie 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 Rte. 343 then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains to Connecticut.

Genesee: Only that portion of the county that lies east of a linedrawn down the center of Route 98 and the entirety of the City of Batavia.

**WAGES**

Crane 1: All cranes, including self erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton nad below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

**MASTER MECHANIC/CHIEF TUNNEL ENG.:**

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor-mounted,rubber tired); Belt Placer (CMI Type); Blacktop Plant (Automated); Cableway; Caisson Auger; Central Mix Concrete Plant (Automated); Concrete Curb Machine (Self-propelled slipform) Concrete Pump (8" or over); Dredge; Dual Drum Paver; Any Mechanical Shaft Drill; Excavator (all purpose-hydraulic-Gradall or Similar); Fork Lift (factory rated 15 ft and over); Front End Loader (4 c.y & over); Gradall; Head Tower (Sauerman or Equal), Hoist Shaft; Hoist (two or three Drum); Mine Hoist; Maintenance Engineer (Shaft and Tunnel) ; Mine Hoist; Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Mach.; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt Type Loader; Tripper/Maintenance Eng.(Shaft & Tunnel); Truck or Trailer Mounted Log Chipper (self-feeding); Tug Operator (Manned rented equip. excluded); Tunnel Shovel; Mining Machine(Mole and Similar Types).

CLASS B: Automated Central Mix Concrete Plant; Backhoe Trac-Mtd, Rubber Tired); Backhoe (topside); Bitum. Spred. & Mixer, Blacktop Plant non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant(NonAutomated) and All Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (Tractor Mounted); Front End Loader (under 4 c.y.); Grayco Epoxy Machine; Hoist (One Drum); Hoist 2 or 3 Drum (Topside); Kolman Plant Loader & Similar Type Loaders (if Employer requires another person to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maint. Eng. (Topside ); Grease Man; Welder; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Eng.; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Mach.; Shovel (Topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Winch and Winch Cat.

CLASS C: A Frame Truck; Ballast Regulator (ride-on); Compressors (4 under 2,000 cfm combined capacity; or 3 or less with more than 1200 cfm. but not to exceed 2,000 cfm); Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-4 of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill well; Elec Pump Used in Conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; ForkLift (under 15 ft); Grout Pump (over (5) cu. ft.; Gunite Machine; Hammers (hydraulic- self propel.); Hydra-Spiker-Ride on; Hydra-Blaster; Hydra Blaster (water); Motorized Form Carrier; Post Hole Digger & Post Driver; Power Sweep; Roller grade & fill); Scarifer (Ride on); Span-Saw (Ride-on); Submersible Electric Pump (when used in lieu of well point system); Tamper (Ride-on); Tie-Extractor, Tie Handler, Tie Inserter, Tie Spacer and Track Liner (Ride-on); Tractor (with towed accessories); Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors( 3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors( any size, but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-3 or less-any type or combination); Concrete Saw (self propelled); Fireman; Form Tamper; Hydraulic Pump (jacking system); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broome towed; Power Heaterman; Revinus Widener; Shell Winder; Steam Cleaner and Tractor; Greaseman; Junior Engineer.

| Per hour:       | 07/01/2012 | 07/01/2013 | 07/01/2014 |
|-----------------|------------|------------|------------|
| Crane 1         | \$ 41.28   | \$ 42.48   | \$ 43.68   |
| Crane 2         | 40.28      | 41.48      | 42.68      |
| Crane 3         | 39.28      | 40.48      | 41.68      |
| Master Mechanic | 39.41      | 40.61      | 41.81      |
| CLASS A         | 37.28      | 38.48      | 39.68      |
| CLASS B         | 36.06      | 37.26      | 38.46      |
| CLASS C         | 33.27      | 34.47      | 35.67      |
| CLASS D         | 30.26      | 31.46      | 32.66      |

**SUPPLEMENTAL BENEFITS**

|                |          |          |          |
|----------------|----------|----------|----------|
| Per hour paid: |          |          |          |
| Journeyman     | \$ 22.75 | \$ 23.65 | \$ 24.55 |

**OVERTIME PAY**

See (B, B2, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

(1000) hours terms at the following percentages.

|          |                |
|----------|----------------|
| 1st term | 60% of Class D |
| 2nd term | 65% of Class C |
| 3rd term | 70% of Class B |
| 4th term | 75% of Class A |

Supplemental Benefits per hour paid:

|          |          |          |
|----------|----------|----------|
| \$ 22.75 | \$ 23.65 | \$ 24.55 |
|----------|----------|----------|

5-832TL.

**Painter**

**05/01/2013**

**JOB DESCRIPTION** Painter

**DISTRICT 1**

**ENTIRE COUNTIES**

Essex, Hamilton, Warren, Washington

**WAGES**

| Per hour                           | 07/01/2012 |
|------------------------------------|------------|
| Brush, Taping                      | \$ 26.04   |
| Paperhanging                       | 26.04      |
| Spray Rate                         | 26.04      |
| Structural Steel*                  | 27.04      |
| Lead Abatement                     | 27.04      |
| Lead Abatement on Structural Steel | 28.04      |

(\*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 \$ 10.12

**OVERTIME PAY**

See (B, E2, H) on OVERTIME PAGE

**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%      |

Supplemental Benefits per hour worked

All terms \$ 10.12

1-466-Z2

**Painter - Bridge & Structural Steel**

**05/01/2013**

**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: 07/01/2012 10/1/2012

**STEEL:**

Bridge Painting \$ 51.23 \$ 52.23

Power Tool/Spray Additional \$6.00 per hour above hourly rate, whether straight time or overtime

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

**SUPPLEMENTAL BENEFITS**

Per Hour Worked:

07/01/2012 10/1/2012

Journeyworker \$ 26.80\* \$ 27.05  
 \$ 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: Calculate overtime rate as follows: Bridge Painting and Power Tool/Spray titles subtract \$4.98 from the hourly rate.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

(Wage per hour Worked):

Apprentices: (1) year terms

|            | 1st      | 2nd      | 3rd      |
|------------|----------|----------|----------|
| 07/01/2012 | \$ 20.55 | \$ 30.78 | \$ 41.00 |
| 10/01/2012 | \$ 20.95 | \$ 31.38 | \$ 41.80 |

Supplemental Benefits per hour worked:

|            |         |          |          |
|------------|---------|----------|----------|
| 07/01/2012 | \$ 8.35 | \$ 19.00 | \$ 22.90 |
| 10/01/2012 | \$ 8.70 | \$ 19.15 | \$ 23.10 |

9-DC-9/806/155-BrSS

**Painter - Line Striping** **05/01/2013**

**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): | 07/01/2012                          |
| Striping-Machine Operator*  | \$26.61 plus an additional \$0.50** |
| Linerman Thermoplastic      | \$31.87 plus an additional \$0.50** |

\*\* To be allocated at a future date

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: 07/01/2012  
 Journeyworker:

|                           |          |
|---------------------------|----------|
| Striping-Machine operator | \$ 14.18 |
| Linerman Thermoplastic    | \$ 14.55 |

**OVERTIME PAY**

See (\*B, \*\*B2, E, E2, 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** **05/01/2013**

**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**

07/01/2012

|                   |          |
|-------------------|----------|
| Metal Polisher    | \$ 26.11 |
| Metal Polisher**  | \$ 27.02 |
| Metal Polisher*** | \$ 29.61 |

\*\*Note: Applies on New Construction & complete renovation

\*\*\* Note: Applies when working on scaffolds over 34 feet.

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2012

|                                      |          |
|--------------------------------------|----------|
| Journeyworker:<br>All classification | \$ 12.92 |
|--------------------------------------|----------|

**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**

Wages per hour:

One (1) year term at the following wage rates:

|         |         |         |
|---------|---------|---------|
| 1st     | 2nd     | 3rd     |
| \$13.50 | \$15.00 | \$18.00 |

Supplemental benefits:

Per hour paid:

|         |         |         |
|---------|---------|---------|
| 1st     | 2nd     | 3rd     |
| \$10.27 | \$10.39 | \$10.63 |

9-8A/28A-MP

**Plumber**

**05/01/2013**

**JOB DESCRIPTION** Plumber

**DISTRICT 1**

**ENTIRE COUNTIES**

Essex, Franklin

**PARTIAL COUNTIES**

Hamilton: The Townships of Long Lake and Indian Lake

**WAGES**

Per hour

|            |               |
|------------|---------------|
| 07/01/2012 | 05/01/2013    |
|            | An Additional |

|                          |          |           |
|--------------------------|----------|-----------|
| Plumber &<br>Steamfitter | \$ 32.43 | \$ 2.80** |
|--------------------------|----------|-----------|

\*\*To be allocated at a later date

**SUPPLEMENTAL BENEFITS**

Per hour worked

|            |                     |
|------------|---------------------|
| Journeyman | \$ 14.05<br>+ 8.90* |
|------------|---------------------|

\* 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 | \$ 12.68 + 4.45* |
| 2nd yr | 12.95 + 5.34*    |
| 3rd yr | 13.23 + 6.23*    |
| 4th yr | 13.50 + 7.12*    |
| 5th yr | 13.78 + 8.01*    |

\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

1-773-SF

**Roofer**

**05/01/2013**

**JOB DESCRIPTION** Roofer

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour

|                     | 07/01/2012 | 06/01/2013             |
|---------------------|------------|------------------------|
| Roofer/Waterproofer | \$ 27.00   | An Additional \$ 1.50* |
| Pitch & Asbestos    | 29.00      | \$ 1.50*               |

(\*)To be allocated at a later date

**SUPPLEMENTAL BENEFITS**

Per hour worked

|            |          |
|------------|----------|
| Journeyman | \$ 13.52 |
|------------|----------|

**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 | \$ 11.75 |
| 1st yr 2nd half | 11.94    |
| 2nd yr 1st half | 12.17    |
| 2nd yr 2nd half | 12.37    |
| 3rd yr 1st half | 12.65    |
| 3rd yr 2nd half | 12.85    |

1-241

**Sheetmetal Worker**

**05/01/2013**

**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

07/01/2012

Sheetmetal Worker \$ 30.86

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 22.53  
+3% of  
wage

**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  | \$ 16.25 |
| 2nd term  | 17.58    |
| 3rd term  | 18.24    |
| 4th term  | 18.91    |
| 5th term  | 19.13    |
| 6th term  | 20.06    |
| 7th term  | 21.60    |
| 8th term  | 23.15    |
| 9th term  | 24.69    |
| 10th term | 26.23    |

Supplemental Benefits per hour worked

|           |          |
|-----------|----------|
| 1st term  | \$ 15.10 |
| 2nd term  | 15.54    |
| 3rd term  | 15.77    |
| 4th term  | 16.00    |
| 5th term  | 19.49    |
| 6th term  | 19.80    |
| 7th term  | 20.32    |
| 8th term  | 20.84    |
| 9th term  | 21.37    |
| 10th term | 21.89    |

1-83

**Sprinkler Fitter**

**05/01/2013**

**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  |            |            |
|           | 07/01/2012 | 01/01/2013 |
| Sprinkler | \$ 29.83   | \$ 29.83   |
| Fitter    |            |            |

**SUPPLEMENTAL BENEFITS**

Per hour worked

|            |          |          |
|------------|----------|----------|
| Journeyman | \$ 20.37 | \$ 20.52 |
|------------|----------|----------|

**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 wage

|          |          |          |          |          |          |          |          |          |          |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1st      | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      | 9th      | 10th     |
| \$ 15.08 | \$ 15.08 | \$ 16.26 | \$ 17.77 | \$ 19.28 | \$ 20.79 | \$ 22.29 | \$ 23.80 | \$ 25.31 | \$ 26.82 |

Supplemental Benefits per hour worked

|                 |            |            |
|-----------------|------------|------------|
|                 | 07/01/2012 | 01/01/2013 |
| 1st & 2nd Terms | \$ 8.60    | \$ 8.60    |
| 3rd Term        | 14.72      | 14.87      |
| 4th Term        | 14.76      | 14.91      |
| 5th Term        | 20.06      | 20.21      |
| 6th Term        | 20.10      | 20.25      |
| 7th Term        | 20.15      | 20.30      |
| 8th Term        | 20.19      | 20.34      |
| 9th Term        | 20.24      | 20.39      |
| 10th Term       | 20.28      | 20.43      |

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following wage

|          |          |          |          |          |          |          |          |          |          |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1st      | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      | 9th      | 10th     |
| \$ 13.57 | \$ 15.08 | \$ 16.26 | \$ 17.77 | \$ 19.28 | \$ 20.79 | \$ 22.29 | \$ 23.80 | \$ 25.31 | \$ 26.82 |

Supplemental Benefits per hour worked

|           |            |            |
|-----------|------------|------------|
|           | 07/01/2012 | 01/01/2013 |
| 1st Term  | \$ 8.56    | \$ 8.56    |
| 2nd Term  | 8.60       | 8.60       |
| 3rd Term  | 14.72      | 14.87      |
| 4th Term  | 14.76      | 14.91      |
| 5th Term  | 15.31      | 15.46      |
| 6th Term  | 15.35      | 15.50      |
| 7th Term  | 15.40      | 15.55      |
| 8th Term  | 15.44      | 15.59      |
| 9th Term  | 15.49      | 15.64      |
| 10th Term | 15.53      | 15.68      |

**Teamster - Building**

**05/01/2013**

**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 Johnsburg.

**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

|           | 07/01/2012 | 06/01/2013 | 06/01/2014 |
|-----------|------------|------------|------------|
| Building: |            | Additional | Additional |
| Group #1  | \$ 20.18   | \$ 1.70    | \$ 1.80    |
| Group #2  | 20.18      | 1.70       | 1.80       |
| Group #3  | 20.28      | 1.70       | 1.80       |
| Group #4  | 20.44      | 1.70       | 1.80       |

**SUPPLEMENTAL BENEFITS**

Per hour worked:

|            | 07/01/2012 |
|------------|------------|
| All groups | \$ 18.57   |

**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** **05/01/2013**

**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 Johnsburg.

**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:

|                | 07/01/2012 | 06/01/2013 |
|----------------|------------|------------|
| Heavy/Highway: |            | Additional |
| Group #1       | \$ 22.46   | \$ 1.70    |
| Group #2       | 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:

07/01/2012

All classes \$ 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

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**Welder**

**05/01/2013**

**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 07/01/2012

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.,<br>Fire, Sewer, Water District |
| <input type="checkbox"/> 04 State University<br>Construction Fund | <input type="checkbox"/> 10 Village  |
| <input type="checkbox"/> 05 Mental Hygiene<br>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<br>(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<br>Highway/Sewer/Water) | <input type="checkbox"/> Guards, Watchmen                                   |
| <input type="checkbox"/> Tunnel  | <input type="checkbox"/> Janitors, Porters, Cleaners,<br>Elevator Operators |
| <input type="checkbox"/> Residential   | <input type="checkbox"/> Moving furniture and<br>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>



**NYS DOL Bureau of Public Work Debarment List 05/01/2013**

**Article 8**

| AGENCY | Fiscal Officer | FEIN     | EMPLOYER NAME                    | EMPLOYER DBA NAME | ADDRESS   | DEBARMENT START DATE | DEBARMENT END DATE |
|--------|----------------|----------|----------------------------------|-------------------|---|----------------------|--------------------|
| DOL    | DOL            |          | 4618 FOSTER AVE LLC              |                   | C/O KAHAN & KAHAN<br>225 BROADWAY-SUITE<br>715NEW YORK NY 10007       | 02/05/2013           | 02/05/2018         |
| DOL    | NYC            |          | A & T IRON WORKS INC             |                   | 25 CLIFF STREET<br>NEW ROCHELLE NY 10801                              | 12/21/2009           | 12/21/2014         |
| DOL    | DOL            | ****0711 | A ULIANO & SON LTD               |                   | 22 GRIFFEN COURT<br>MILLER PLACE NY 11746                             | 10/26/2010           | 10/26/2015         |
| DOL    | DOL            |          | A ULIANO CONSTRUCTION            |                   | 22 GRIFFEN COURT<br>MILLER PLACE NY 11746                             | 10/26/2010           | 10/26/2015         |
| DOL    | NYC            | ****5804 | AAR/CO ELECTRIC INC              |                   | 5902 AVENUE N<br>BROOKLYN NY 11234                                    | 03/20/2009           | 03/20/2014         |
| DOL    | NYC            | ****4486 | ABBAY PAINTING CORP              |                   | 21107 28TH AVENUE<br>BAYSIDE NY 11360                                 | 07/02/2012           | 07/02/2017         |
| DOL    | DOL            | ****9095 | ABDO TILE CO                     |                   | 6179 EAST MOLLOY ROAD<br>EAST SYRACUSE NY 13057                       | 06/25/2010           | 07/02/2017         |
| DOL    | DOL            | ****9095 | ABDO TILE COMPANY                |                   | 6179 EAST MOLLOY ROAD<br>EAST SYRACUSE NY 13057                       | 06/25/2010           | 07/02/2017         |
| DOL    | DOL            | ****0635 | ABOVE ALL PUMP REPAIR CORP       |                   | 360 KNICKERBOCKER AVENUE<br>BATAVIA NY 11716                          | 10/20/2008           | 10/20/2013         |
| DOL    | DOL            | ****1219 | ABSOLUTE GENERAL CONTRACTING INC |                   | 1229 AVENUE U<br>BROOKLYN NY 11229                                    | 01/28/2013           | 01/28/2018         |
| DOL    | AG             | ****8219 | ACTIVE CABLING INC               |                   | C/O FRANK DECAPITE<br>7 SYCAMORE ROAD<br>DRWOODBURY NY 11797          | 10/02/2008           | 10/01/2013         |
| DOL    | DOL            |          | ADAM A CEMERYS                   |                   | 2718 CURRY ROAD<br>SCHENECTADY NY 12303                               | 07/08/2010           | 07/08/2015         |
| DOL    | DOL            | ****7584 | ADAM'S FLOOR COVERING LLC        |                   | 2718 CURRY ROAD<br>SCHENECTADY NY 12303                               | 07/08/2010           | 02/15/2017         |
| DOL    | DOL            |          | ADESUWA UWUIGBE                  |                   | P O BOX 21-1022<br>BROOKLYN NY 11221                                  | 05/16/2012           | 05/16/2017         |
| DOL    | DOL            |          | AFFORDABLE PAINTING PLUS         |                   | 367 GREEVES ROAD<br>NEW HAMPTON NY 10958                              | 10/01/2010           | 10/01/2015         |
| DOL    | DOL            |          | ALBERT CASEY                     |                   | 43-28 54TH STREET<br>WOODSIDE NY 11377                                | 07/01/2011           | 07/01/2016         |
| DOL    | DOL            |          | ALEJANDRO MATOS                  |                   | C/O SEVEN STAR ELECTRICAL<br>23-24 STEINWAY<br>STREETASTORIA NY 11105 | 06/27/2011           | 06/27/2016         |
| DOL    | DOL            | ****8740 | ALLSTATE ENVIRONMENTAL CORP      |                   | C/O JOSE MONTAS<br>27 BUTLER PLACEYONKERS<br>NY 10710                 | 03/18/2011           | 03/15/2017         |
| DOL    | DOL            | ****8534 | ALPHA INTERIORS INC              |                   | 513 ACORN STREET/ SUITE C<br>DEER PARK NY 11729                       | 05/27/2010           | 05/27/2015         |
| DOL    | DOL            | ****4274 | AMERICAN STEEL MECHANICAL INC    |                   | 693 PAINTER STREET<br>MEDIA PA 19063                                  | 02/20/2013           | 02/20/2018         |
| DOL    | DOL            | ****8291 | AMIR'S VISION INC                |                   | 230 PRATT STREET<br>BUFFALO NY 14204                                  | 09/17/2008           | 09/17/2013         |
| DOL    | NYC            |          | ANDERSON LOPEZ                   |                   | 670 SOUTHERN BLVD<br>BRONX NY 10455                                   | 06/14/2011           | 06/14/2016         |
| DOL    | DOL            |          | ANDREW DIPAUL                    |                   | C/O CONSOLIDATED INDUSTRI<br>2051 ROUTE 44/55MODENA NY<br>12548       | 12/11/2012           | 12/11/2017         |
| DOL    | AG             |          | ANTHONY BRANCA                   |                   | 700 SUMMER STREET<br>STAMFORD CT                                      | 11/24/2009           | 11/24/2014         |
| DOL    | DA             |          | ANTHONY CARDINALE                |                   | 58-48 59TH STREET<br>MASPETH NY 11378                                 | 05/16/2012           | 05/16/2017         |
| DOL    | DOL            |          | ANTHONY POSELLA                  |                   | 30 GLEN HOLLOW<br>ROCHESTER NY 14622                                  | 10/19/2009           | 10/19/2014         |
| DOL    | DOL            |          | ANTHONY TAORMINA                 |                   | 215 MCCORMICK DRIVE<br>BOHEMIA NY 11716                               | 05/20/2009           | 05/20/2014         |
| DOL    | DOL            |          | ANTHONY ULIANO                   |                   | 22 GRIFFEN COURT<br>MILLER PLACE NY 11746                             | 10/26/2010           | 10/26/2015         |
| DOL    | DOL            | ****3020 | APCO CONTRACTING CORP            |                   | 24 SOUTH MARYLAND AVENUE<br>PORT WASHINGTON NY<br>11050               | 09/24/2012           | 09/24/2017         |
| DOL    | DOL            | ****8688 | ARC MECHANICAL CORP              |                   | 215 MCCORMICK DRIVE<br>BOHEMIA NY 11716                               | 05/20/2009           | 05/20/2014         |
| DOL    | DOL            | ****8482 | ARGO CONTRACTING CORP            |                   | 5752 WEST WEBB ROAD<br>YOUNGSTOWN OH 44515                            | 05/21/2008           | 05/21/2013         |
| DOL    | NYC            |          | ARIE BAR                         |                   | 5902 AVENUE N<br>BROOKLYN NY 11234                                    | 03/20/2009           | 03/20/2014         |
| DOL    | DOL            | ****9336 | ARTIERI SPECIALTIES LLC          | SWITZER SALES     | 107 STEVENS STREET<br>LOCKPORT NY 14094                               | 11/04/2009           | 11/04/2014         |

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| DOL | DOL | ****3953 | ASCPAPE LANDSCAPE & CONSTRUCTION CORP |  | 634 ROUTE 303<br>BLAUVELT NY 10913                                  | 07/26/2012 | 07/26/2017 |
| DOL | DOL | ****2993 | AST DRYWALL & ACOUSTICS INC           |  | 46 JOHN STREET - STE 711<br>NEW YORK NY 10038                       | 12/16/2008 | 12/16/2013 |
| DOL | DOL | ****2534 | B & B CONCRETE CONTRACTORS INC        |  | 55 OLD TURNPIKE ROAD<br>SUITE 612 NANUET NY 10954                   | 02/04/2011 | 02/04/2016 |
| DOL | NYC |          | BASIL ROMEO                           |  | 243-03 137TH AVENUE<br>ROSEDALE NY 11422                            | 03/25/2010 | 03/25/2015 |
| DOL | DOL |          | BEATRICE ORTEGA                       |  | 764 BRADY AVE - APT 631<br>BRONX NY 10462                           | 05/21/2008 | 05/21/2013 |
| DOL | DOL | ****2294 | BEDELL CONTRACTING CORP               |  | 2 TINA LANE<br>HOPEWELL JUNCTION NY<br>12533                        | 01/06/2012 | 01/06/2017 |
| DOL | DOL |          | BENNY VIGLIOTTI                       |  | C/O LUVIN CONSTRUCTION<br>CO<br>P O BOX 357 CARLE PLACE NY<br>11514 | 03/15/2010 | 03/15/2015 |
| DOL | NYC |          | BERNARD COHNEN                        |  | 193 HARWOOD PLACE<br>PARAMUS NJ 07652                               | 05/14/2008 | 05/14/2013 |
| DOL | DOL | ****6999 | BEST ROOFING OF NEW JERSEY LLC        |  | 30 MIDLAND AVENUE<br>WALLINGTON NJ 07057                            | 11/05/2010 | 11/05/2015 |
| DOL | DOL |          | BIAGIO CANTISANI                      |  | 200 FERRIS AVENUE<br>WHITE PLAINS NY 10603                          | 12/04/2009 | 05/04/2017 |
| DOL | DOL | ****8501 | BLOCKHEAD CONCRETE & PAVING INC       |  | P O BOX 71<br>CHEEKTOWAGA NY 14225                                  | 09/03/2008 | 09/03/2013 |
| DOL | NYC | ****8377 | BOSPHORUS CONSTRUCTION CORPORATION    |  | 3817 KINGS HIGHWAY-STE 1D<br>BROOKLYN NY 11234                      | 06/30/2010 | 06/30/2015 |
| DOL | DOL |          | BRIAN HOXIE                           |  | 2219 VALLEY DRIVE<br>SYRACUSE NY 13207                              | 12/04/2009 | 12/04/2014 |
| DOL | DOL | ****4311 | C & F SHEET METAL CORP                |  | 201 RICHARDS STREET<br>BROOKLYN NY 11231                            | 02/25/2009 | 02/24/2014 |
| DOL | DOL |          | CANTISANI & ASSOCIATES LTD            |  | 442 FERRIS AVENUE<br>WHITE PLAINS NY 10603                          | 12/04/2009 | 05/04/2017 |
| DOL | DOL |          | CANTISANI HOLDING LLC                 |  | 220 FERRIS AVENUE<br>WHITE PLAINS NY 10603                          | 05/04/2012 | 05/04/2017 |
| DOL | DOL | ****1143 | CARMODY BUILDING CORP                 |  | 442 ARMONK ROAD<br>MOUNT KISCO NY 10549                             | 05/04/2012 | 05/04/2017 |
| DOL | DOL | ****3368 | CARMODY CONCRETE CORP                 |  | 442 ARMONK ROAD<br>MOUNT KISCO NY 10549                             | 12/04/2009 | 05/04/2017 |
| DOL | DOL |          | CARMODY CONTRACTING CORP              |  | 220 FERRIS AVENUE<br>WHITE PLAINS NY 10603                          | 05/04/2012 | 05/04/2017 |
| DOL | DOL | ****6215 | CARMODY CONTRACTING INC               |  | 220 FERRIS AVENUE<br>WHITE PLAINS NY 10603                          | 05/04/2012 | 05/04/2017 |
| DOL | DOL |          | CARMODY ENTERPRISES LTD               |  | 220 FERRIS AVENUE<br>WHITE PLAINS NY 10603                          | 12/04/2009 | 05/04/2017 |
| DOL | DOL | ****3812 | CARMODY INC                           |  | 442 ARMONK ROAD<br>MOUNT KISCO NY 10549                             | 12/04/2009 | 05/04/2017 |
| DOL | DOL | ****3812 | CARMODY INDUSTRIES INC                |  | 442 FERRIS AVENUE<br>WHITE PLAINS NY 10603                          | 05/04/2012 | 05/04/2017 |
| DOL | DOL |          | CARMODY MAINTENANCE CORP              |  | 105 KISCO AVENUE<br>MOUNT KISCO NY 10549                            | 05/04/2012 | 05/04/2017 |
| DOL | DOL | ****0324 | CARMODY MASONRY CORP                  |  | 442 ARMONK ROAD<br>MOUNT KISCO NY 10549                             | 12/04/2009 | 05/04/2017 |
| DOL | DOL | ****3812 | CARMODY"2" INC                        |  | 220 FERRIS AVENUE<br>WHITE PLAINS NY 10603                          | 12/04/2009 | 05/04/2017 |
| DOL | DOL | ****9721 | CATENARY CONSTRUCTION CORP            |  | 112 HUDSON AVENUE<br>ROCHESTER NY 14605                             | 02/14/2006 | 10/20/2014 |
| DOL | DOL | ****1683 | CATONE CONSTRUCTION COMPANY INC       |  | 294 ALPINE ROAD<br>ROCHESTER NY 14423                               | 03/09/2012 | 03/09/2017 |
| DOL | DOL |          | CATONE ENTERPRISES INC                |  | 225 DAKOTA STREET<br>ROCHESTER NY 14423                             | 03/09/2012 | 03/09/2017 |
| DOL | DOL | ****7924 | CBI CONTRACTING INCORPORATED          |  | 2081 JACKSON AVENUE<br>COPIAGUE NY 11726                            | 06/03/2010 | 06/03/2015 |
| DOL | DOL |          | CHARLES OKRASKI                       |  | 67 WARD ROAD<br>SALT POINT NY 12578                                 | 01/21/2011 | 01/21/2016 |
| DOL | DOL |          | CHARLES RIBAUDO                       |  | 513 ACORN ST - SUITE C<br>DEER PARK NY 11729                        | 05/27/2010 | 05/27/2015 |
| DOL | DOL | ****1416 | CHEROMINO CONTROL GROUP LLC           |  | 61 WILLET ST - SUITE 14<br>PASSAIC NJ 07055                         | 12/03/2009 | 02/23/2017 |
| DOL | DOL |          | CHRIS SAVOURY                         |  | 44 THIELLS-MT IVY ROAD<br>POMONA NY 10970                           | 10/14/2011 | 10/14/2016 |
| DOL | DOL |          | CHRIST R PAPAS                        |  | C/O TRAC CONSTRUCTION<br>INC<br>9091 ERIE ROAD ANGOLA NY<br>14006   | 02/03/2011 | 02/03/2016 |

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| DOL | DOL |          | CHRISTOF PREZBYL                             |                                | 2 TINA LANE<br>HOPEWELL JUNCTION NY<br>12533   | 01/06/2012 | 01/06/2017 |
| DOL | DOL |          | CITY GENERAL BUILDERS INC                    |                                | 131 MELROSE STREET<br>BROOKLYN NY 11206  | 03/02/2010 | 03/02/2015 |
| DOL | DOL | ****7086 | CITY GENERAL IRON WORKS<br>INC               |                                | 131 MELROSE STREET<br>BROOKLYN NY 11206  | 03/02/2010 | 03/02/2015 |
| DOL | DOL | ****5329 | CNY MECHANICAL<br>ASSOCIATES INC             |                                | P O BOX 250<br>EAST SYRACUSE NY 13057  | 11/06/2008 | 11/06/2013 |
| DOL | NYC | ****1768 | COFIRE PAVING<br>CORPORATION                 |                                | 120-30 28TH AVENUE<br>FLUSHING NY 11354  | 01/14/2011 | 01/14/2016 |
| DOL | DOL | ****8342 | CONKLIN PORTFOLIO LLC                        |                                | 60 COLONIAL ROAD<br>STILLWATER NY 12170  | 02/15/2011 | 02/15/2016 |
| DOL | DOL | ****4175 | CONSOLIDATED INDUSTRIAL<br>SERVICES INC      |                                | 2051 ROUTE 44/55<br>MODENA NY 12548  | 12/11/2012 | 01/28/2018 |
| DOL | DOL | ****5740 | CORTLAND GLASS COMPANY<br>INC                |                                | 336 TOMPKINS STREET<br>CORTLAND NY 13045   | 10/21/2010 | 07/15/2016 |
| DOL | NYC | ****8777 | CROSSLAND ELECTRICAL<br>SYSTEMS INC          |                                | 846 EAST 52ND STREET<br>BROOKLYN NY 11203  | 12/19/2008 | 12/29/2013 |
| DOL | DOL | ****0115 | CROW AND SUTTON<br>ASSOCIATES INC            |                                | 949 GROVESIDE ROAD<br>BUSKIRK NY 12028   | 08/27/2008 | 08/27/2013 |
| DOL | DOL | ****4266 | CRYSTAL INTERIOR<br>CONTRACTING INC          |                                | 922 CRESCENT STREET<br>BROOKLYN NY 11208   | 05/21/2008 | 05/21/2013 |
| DOL | DOL | ****1804 | CUSTOM GARDEN<br>LANDSCAPING INC             |                                | 283 NORTH MIDDLETOWN<br>ROAD<br>PEARL RIVER NY 10965                                   | 09/28/2009 | 09/28/2014 |
| DOL | DOL | ****9453 | D & D MASON CONTRACTORS<br>INC               |                                | 158-11 96TH STREET<br>HOWARD BEACH NY 11414  | 06/25/2009 | 06/25/2014 |
| DOL | DOL | ****0810 | D & G PAINTING &<br>DECORATING INC           |                                | 53 LITTLE COLLABAR ROAD<br>MONTGOMERY NY 12549   | 04/19/2012 | 04/19/2017 |
| DOL | DOL |          | D JAMES SUTTON                               |                                | 949 GROVESIDE ROAD<br>BUSKIRK NY 12028   | 08/27/2008 | 08/27/2013 |
| DOL | DOL |          | DANIEL CELLUCCI ELECTRIC                     |                                | 17 SALISBURY STREET<br>GRAFTON MA 01519  | 06/02/2010 | 06/02/2015 |
| DOL | DOL | ****7129 | DANIEL T CELLUCCI                            | DANIEL<br>CELLUCCI<br>ELECTRIC | 17 SALISBURY STREET<br>GRAFTON MA 01519  | 06/02/2010 | 06/02/2015 |
| DOL | DOL |          | DARIN ANDERSON                               |                                | 134-25 166 PLACE #5E<br>JAMAICA NY 11434   | 08/07/2008 | 08/07/2013 |
| DOL | DOL |          | DARREN MAYDWELL                              |                                | 115 LEWIS STREET<br>YONKERS NY 10703   | 05/12/2009 | 05/12/2014 |
| DOL | DOL |          | DEAN ROBBINS III                             |                                | 212 OXFORD WAY<br>SCHENECTADY NY 12309   | 12/11/2012 | 02/20/2018 |
| DOL | DOL |          | DEANNA J REED                                |                                | 5900 MUD MILL RD-BOX 949<br>BREWERTON NY 13029   | 09/02/2008 | 09/02/2013 |
| DOL | DOL | ****2311 | DELCON CONSTRUCTION<br>CORP                  |                                | 220 WHITE PLAINS ROAD<br>TARRYTOWN NY 10591  | 08/27/2009 | 08/27/2014 |
| DOL | DOL | ****3538 | DELTA CONTRACTING<br>PAINTING AND DESIGN INC |                                | 75 MCCULLOCH DRIVE<br>DIX HILLS NY 11746   | 10/19/2010 | 10/19/2015 |
| DOL | DOL |          | DEMETRIOS KOUTSOURAS                         |                                | 530 BEECH STREET<br>NEW HYDE PARK NY 11040   | 07/02/2012 | 07/02/2017 |
| DOL | DOL |          | DESMOND CHARLES                              |                                | 922 CRESCENT STREET<br>BROOKLYN NY 11208   | 05/21/2008 | 05/21/2013 |
| DOL | DOL |          | DIANE DEAVER                                 |                                | 731 WARWICK TURNPIKE<br>HEWITT NJ 07421  | 06/25/2012 | 12/11/2017 |
| DOL | DOL |          | DIMITEIUS KASSIMIS                           |                                | 152-65 11TH AVENUE<br>WHITESTONE NY 11357  | 05/22/2008 | 05/22/2013 |
| DOL | DOL |          | DONALD NOWAK                                 |                                | 10 GABY LANE<br>CHEEKTOWAGA NY 14227   | 10/15/2009 | 10/15/2014 |
| DOL | DOL |          | DORIS SKODA                                  |                                | C/O APCO CONTRACTING<br>CORP<br>24 SOUTH MARYLAND<br>AVENUEPORT WASHINGTON<br>NY 11050 | 09/24/2012 | 09/24/2017 |
| DOL | DOL | ****6148 | DOT CONSTRUCTION OF NY<br>INC                |                                | 765 BRADY AVE - APT 631<br>BRONX NY 10462  | 05/21/2008 | 05/21/2013 |
| DOL | DOL |          | DRAGOLJUB RADOJEVIC                          | 61 WILLET ST<br>- SUITE 14     | PASSAIC NJ 07055   | 12/03/2009 | 07/09/2015 |
| DOL | NYC | ****6176 | E N E L ELECTRICAL CORP                      |                                | 1107 MCDONALD AVENUE<br>BROOKLYN NY 11230  | 07/30/2010 | 07/30/2015 |
| DOL | DOL | ****8011 | EOA CLEANING<br>CONTRACTORS INC              |                                | P O BOX 21-1022<br>BROOKLYN NY 11221   | 05/16/2012 | 05/16/2017 |
| DOL | NYC | ****8074 | ECONOMY IRON WORKS INC                       |                                | 670 SOUTHERN BLVD<br>BRONX NY 10455  | 06/14/2011 | 06/14/2016 |
| DOL | DOL |          | EDWARD L GAUTHIER                            |                                | C/O IMPERIAL MASONRY<br>REST<br>141 ARGONNE<br>DRIVEKENMORE NY 14217                   | 10/03/2012 | 10/03/2017 |

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| DOL | DOL |          | EDWARD SUBEH                                      |   | 1 CHELSEA COURT<br>ATLANTIC CITY NJ 08401                      | 10/06/2008 | 10/06/2013 |
| DOL | NYC | ****6260 | EL TREBOL SPECIAL<br>CLEANING INC                 |   | 95-26 76TH STREET<br>OZONE PARK NY 11416                       | 10/12/2011 | 10/12/2016 |
| DOL | DOL | ****3554 | ELITE BUILDING<br>ENTERPRISES INC                 |   | 34-08 PARKWAY DRIVE<br>BALDWIN NY 11510                        | 07/01/2008 | 07/21/2013 |
| DOL | DOL | ****0780 | EMES HEATING & PLUMBING<br>CONTR                  |   | 5 EMES LANE<br>MONSEY NY 10952                                 | 01/20/2002 | 01/20/3002 |
| DOL | DOL | ****6101 | ENHANCED DATA COM INC                             |   | 75 SHERBROOK ROAD<br>NORTH BABYLON NY 11704                    | 07/01/2010 | 07/01/2015 |
| DOL | DOL |          | ERIKA BARNETT                                     |   | 253 BEACH BREEZE LANE<br>UNIT BARVERNE NY 11692                | 02/05/2013 | 02/05/2018 |
| DOL | DOL |          | ERROL L ALLEN                                     |   | 134-25 166 PLACE #5E<br>JAMAICA NY 11434                       | 08/07/2008 | 08/07/2013 |
| DOL | DOL |          | ESCO INSTALLERS LLC                               |   | 1 CHELSEA COURT<br>ATLANTIC CITY NJ 08401                      | 10/06/2008 | 10/06/2013 |
| DOL | DOL |          | ESTEVEES & FRAGA<br>CONSTRUCTION CO INC           |   | 986 MADISON AVENUE<br>PATERSON NJ 07501                        | 01/03/2013 | 01/03/2018 |
| DOL | DOL |          | ESTEVEES & FRAGA INC                              |   | 986 MADISON AVENUE<br>PATERSON NJ 07501                        | 01/03/2013 | 01/03/2018 |
| DOL | DOL |          | EVELIO ELLEDIAS                                   |   | 114 PEARL STREET<br>PORT CHESTER NY 10573                      | 08/15/2012 | 08/15/2017 |
| DOL | DOL | ****0329 | FAULKS PLUMBING HEATING<br>& AIR CONDITIONING INC |   | 3 UPTON STREET<br>HILTON NY 14468                              | 06/10/2008 | 06/10/2013 |
| DOL | DOL |          | FERNANDO GOMEZ                                    |   | 201 RICHARDS STREET<br>BROOKLYN NY 11231                       | 02/25/2009 | 02/25/2014 |
| DOL | DOL | ****0768 | FISHER CONCRETE INC                               |   | 741 WELSH ROAD<br>JAVA CENTER NY 14082                         | 04/08/2009 | 04/08/2014 |
| DOL | DOL | ****5867 | FJM-FERRO INC                                     |   | 6820 14TH AVENUE<br>BROOKLYN NY 11219                          | 10/27/2011 | 10/27/2016 |
| DOL | DOL |          | FMS   |   | 4 LEGHORN COURT<br>NEW YORK NY 11746                           | 11/28/2012 | 11/28/2017 |
| DOL | DOL | ****8067 | FORTH SPORT FLOORS INC                            |   | P O BOX 74<br>EAST GREENBUSH NY 12061                          | 02/28/2012 | 10/01/2017 |
| DOL | DOL | ****0115 | FOXCROFT NURSERIES INC                            |   | 949 GROVESIDE ROAD<br>BUSKIRK NY 12028                         | 08/27/2008 | 08/27/2013 |
| DOL | DOL |          | FRANCIS (FRANK) OSCIER                            |   | 3677 SENECA STREET<br>WEST SENECA NY 14224                     | 09/03/2008 | 09/03/2013 |
| DOL | NYC |          | FRANK (FRANCIS) OSCIER                            |   | 3677 SENECA STREET<br>WEST SENECA NY 14224                     | 09/03/2008 | 09/03/2013 |
| DOL | NYC |          | FRANK ACOCELLA                                    |   | 68 GAYLORD ROAD<br>SCARSDALE NY 10583                          | 02/10/2011 | 02/10/2016 |
| DOL | NYC |          | FRANK BAKER                                       |   | 24 EDNA DRIVE<br>SYOSSET NY 11791                              | 05/14/2008 | 05/14/2013 |
| DOL | DOL |          | FRANK J MERCANDO                                  | C/O<br>MERCANDO<br>CONTRACTIN<br>G CO INC   | 134 MURRAY AVENUE<br>YONKERS NY 10704                          | 11/22/2008 | 11/22/2013 |
| DOL | DOL |          | FRANK J MERCANDO                                  |   | 134 MURRAY AVENUE<br>YONKERS NY 10704                          | 12/11/2009 | 12/11/2014 |
| DOL | DOL |          | FRANK ORTIZ                                       |   | 75 SHERBROOK ROAD<br>NORTH BABYLON NY 11704                    | 07/01/2010 | 07/01/2015 |
| DOL | DOL |          | FRED ABDO   | ABDO TILE<br>COMPANY<br>AKA ABDO<br>TILE CO | 6179 EAST MOLLOY ROAD<br>EAST SYRACUSE NY 13057                | 06/25/2010 | 07/02/2017 |
| DOL | DOL | ****9202 | G & M PAINTING<br>ENTERPRISES INC                 |   | 13915 VILLAGE LANE<br>RIVERVIEW MI 48192                       | 02/05/2010 | 02/05/2015 |
| DOL | DOL | ****6826 | GBE CONTRACTING<br>CORPORATION                    |   | 12-14 UTOPIA PARKWAY<br>WHITESTONE NY 11357                    | 02/10/2010 | 02/10/2015 |
| DOL | NYC |          | GELSOMINA TASSONE                                 |   | 25 CLIFF STREET<br>NEW ROCHELLE NY 10801                       | 06/15/2010 | 06/15/2015 |
| DOL | DOL |          | GEORGE A PATTI III                                |   | P O BOX 772<br>JAMESTOWN NY 14701                              | 08/13/2010 | 08/13/2015 |
| DOL | NYC |          | GEORGE LUCEY                                      |   | 150 KINGS STREET<br>BROOKLYN NY 11231                          | 01/19/1998 | 01/19/2998 |
| DOL | DOL |          | GEORGE SHINAS                                     |   | 12-14 UTOPIA PARKWAY<br>WHITESTONE NY 11357                    | 02/10/2010 | 02/10/2015 |
| DOL | DOL |          | GERALD A POLLOCK                                  |   | 336 TOMPKINS STREET<br>CORTLAND NY 13045                       | 06/29/2010 | 07/15/2016 |
| DOL | DOL |          | GERALD F POLUCH JR                                |   | 2085 BRIGHTON HENRIETTA<br>TOWN LINE<br>ROADROCHESTER NY 14623 | 11/04/2010 | 11/04/2015 |
| DOL | AG  |          | GERARD IPPOLITO                                   |   | 563 MUNCEY ROAD<br>WEST ISLIP NY 11795                         | 07/14/2008 | 07/14/2013 |
| DOL | DOL | ****1075 | GLOBAL TANK<br>CONSTRUCTION LLC                   |   | P O BOX 1238<br>SALINA OK 74365                                | 11/28/2012 | 11/28/2017 |

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| DOL | DOL | ****4013 | GR GRATES CONSTRUCTION CORPORATION   |             | 63 IRONWOOD ROAD<br>UTICA NY 13520  | 06/14/2010 | 06/14/2015 |
| DOL | DOL |          | GRATES MERCHANT NANNA INC            |             | 63 IRONWOOD ROAD<br>UTICA NY 13520  | 06/14/2010 | 06/15/2015 |
| DOL | DOL |          | GREGG G GRATES                       |             | 63 IRONWOOD ROAD<br>UTICA NY 13520  | 06/14/2010 | 06/14/2015 |
| DOL | DOL |          | GRETCHEN SULLIVAN                    |             | P O BOX 130<br>CRETE IL 60417   | 11/10/2011 | 11/10/2016 |
| DOL | DOL | ****9985 | GROUND LEVEL CONSTRUCTION            |             | 10 GABY LANE<br>CHEEKTOWAGA NY 14227  | 10/15/2009 | 10/15/2014 |
| DOL | DOL | ****7735 | GRYF CONSTRUCTION INC                |             | 394 SPOTSWOOD-ENGLISH RD<br>MONROE NJ 08831                                   | 08/08/2011 | 08/08/2016 |
| DOL | DOL |          | GUS PAPASTEFANOU                     |             | C/O D & G PAINTING & DECO<br>53 LITTLE COLLABAR<br>ROADMONTGOMERY NY<br>12549 | 04/19/2012 | 04/19/2017 |
| DOL | DOL |          | H.H. RAUH CONSTRUCTION, LLC          |             | 2930 RT. 394<br>ASHVILLE NY 14710   | 01/14/2011 | 01/14/2016 |
| DOL | DOL | ****2499 | H.H. RAUH CONTRACTING CO., LLC       |             | 2930 RT. 394<br>ASHVILLE NY 14710   | 01/14/2011 | 01/14/2016 |
| DOL | DOL |          | H.H. RAUH PAVING, INC.               |             | 7 WEST 1ST ST.<br>LAKEWOOD NY 14750   | 01/14/2011 | 01/14/2016 |
| DOL | DOL | ****8904 | HALLOCKS CONSTRUCTION CORP           | P O BOX 278 | YORKTOWN HEIGHTS NY<br>10598  | 12/01/2008 | 12/01/2013 |
| DOL | DOL |          | HARALAMBOS KARAS                     |             | 80-12 ASTORIA BOULEVARD<br>EAST ELMHURST NY 11370                             | 11/22/2008 | 10/22/2013 |
| DOL | DOL | ****5405 | HARD LINE CONTRACTING INC            |             | 89 EDISON AVENUE<br>MOUNT VERNON NY 10550                                     | 10/28/2011 | 10/28/2016 |
| DOL | DOL |          | HI-TECH CONTRACTING CORP             |             | 114 PEARL STREET<br>PORT CHESTER NY 10573                                     | 08/15/2012 | 08/15/2017 |
| DOL | DOL | ****4331 | HIDDEN VALALEY EXCAVATING INC        |             | 225 SEYMOUR STREET<br>FREDONIA NY 14063                                       | 02/08/2011 | 02/08/2016 |
| DOL | DOL | ****9893 | HOXIE'S PAINTING CO INC              |             | 2219 VALLEY DRIVE<br>SYRACUSE NY 13207  | 12/04/2009 | 12/04/2014 |
| DOL | DOL | ****6429 | IDM ENTERPRISES INC                  |             | 60 OUTWATER LANE<br>GARFIELD NJ 07026   | 05/09/2009 | 05/09/2014 |
| DOL | DOL | ****8426 | IMPERIAL MASONRY RESTORATION INC     |             | 141 ARGONNE DRIVE<br>KENMORE NY 14217   | 10/03/2012 | 10/03/2017 |
| DOL | DOL | ****7561 | INDUS GENERAL CONSTRUCTION           |             | 33-04 91ST STREET<br>JACKSON HEIGHTS NY 11372                                 | 04/28/2010 | 04/28/2015 |
| DOL | DA  | ****1958 | IRON HORSE ONE INC                   |             | 10 ROSWELL AVENUE<br>OCEANSIDE NY 11572                                       | 09/30/2010 | 09/30/2015 |
| DOL | DOL |          | ISABEL FRAGA                         |             | C/O THREE FRIENDS CONSTR<br>986 MADISON<br>AVENUEPATERSON NJ 07501            | 01/03/2013 | 01/03/2018 |
| DOL | DOL |          | IVAN D MARKOVSKI                     |             | 60 OUTWATER LANE<br>GARFIELD NJ 07026   | 05/09/2009 | 05/09/2014 |
| DOL | DOL |          | J & N LEASING AND BUILDING MATERIALS |             | 154 EAST BOSTON POST ROAD<br>MAMARONECK NY 10543                              | 08/11/2009 | 08/11/2014 |
| DOL | DOL | ****1584 | J M TRI STATE TRUCKING INC           |             | 140 ARMSTRONG AVENUE<br>SYRACUSE NY 13209                                     | 10/21/2009 | 10/21/2014 |
| DOL | DOL | ****9368 | J TECH CONSTRUCTION                  |             | PO BOX 64782<br>ROCHESTER NY 14624  | 09/24/2012 | 09/24/2017 |
| DOL | DOL |          | J THE HANDYMAN                       |             |   | 09/24/2012 | 09/24/2017 |
| DOL | DOL |          | JAMES SICKAU                         |             | 3090 SHIRLEY ROAD<br>NORTH COLLINS NY 14111                                   | 04/19/2011 | 12/30/2016 |
| DOL | DOL |          | JAMES WALSH                          |             | 89 EDISON AVENUE<br>MOUNT VERNON NY 10550                                     | 10/28/2011 | 10/28/2016 |
| DOL | DOL |          | JAY PRESUTTI                         |             | C/O CONSOLIDATED INDUSTRI<br>2051 ROUTE 44/55MODENA NY<br>12548               | 01/28/2013 | 01/28/2018 |
| DOL | DOL |          | JEFFREY A NANNA                      |             | 502 WOODBURNE DRIVE<br>UTICA NY 13502   | 06/14/2010 | 06/14/2015 |
| DOL | DOL |          | JEFFREY ARTIERI                      |             | 107 STEVENS STREET<br>LOCKPORT NY 14094                                       | 11/04/2009 | 11/04/2014 |
| DOL | DOL |          | JOHN BUONADONNA                      |             | 283 NORTH MIDDLETOWN ROAD<br>PEARL RIVER NY 10965                             | 09/28/2009 | 09/28/2014 |
| DOL | DOL |          | JOHN CATONE                          |             | C/O CATONE CONSTRUCTION<br>294 ALPINE<br>ROADROCHESTER NY 14612               | 03/09/2012 | 03/09/2017 |
| DOL | NYC |          | JOHN DITURI                          |             | 1107 MCDONALD AVENUE<br>BROOKLYN NY 11230                                     | 07/30/2010 | 07/30/2015 |



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| DOL | NYC |          | JOHN FICARELLI                                      |                                 | 120-30 28TH AVENUE<br>FLUSHING NY 11354                                   | 01/14/2011 | 01/14/2016 |
| DOL | DOL |          | JOHN H LEE  | JOHN LEE<br>QUALITY<br>PAVING   | 67 WILER ROAD<br>HILTON NY 14468  | 01/28/2013 | 01/28/2018 |
| DOL | DOL |          | JOHN JIULIANNI                                      |                                 | 222 GAINSBORG AVENUE E<br>WEST HARRISON NY 10604                          | 05/10/2010 | 05/10/2015 |
| DOL | DOL | ****1749 | JOHN LEE QUALITY PAVING                             |                                 | 67 WILER ROAD<br>HILTON NY 14468  | 01/28/2013 | 01/28/2018 |
| DOL | DOL | ****2701 | JOHN SMYKLA   | AFFORDABLE<br>PAINTING<br>PLUS  | 367 GREEVES ROAD<br>NEW HAMPTON NY 10958                                  | 10/01/2010 | 10/01/2015 |
| DOL | DOL | ****9368 | JORGE I DELEON                                      | J TECH<br>CONSTRUCTI<br>ON      | PO BOX 64782<br>ROCHESTER NY 14624  | 09/24/2012 | 09/24/2017 |
| DOL | DOL |          | JORGE OUVINA  |                                 | 344 SOUNDVIEW LANE<br>COLLEGE POINT NY 11356                              | 11/22/2011 | 11/22/2016 |
| DOL | DOL |          | JOSE DOS SANTOS JR                                  |                                 | 85-08 60TH AVENUE<br>ELMHURST NY 11373                                    | 11/21/2008 | 11/21/2013 |
| DOL | DOL |          | JOSE MONTAS   |                                 | 27 BUTLER PLACE<br>YONKERS NY 10710                                       | 03/18/2011 | 03/15/2017 |
| DOL | DOL |          | JOSEPH CASUCCI                                      |                                 | 6820 14TH AVENUE<br>BROOKLYN NY 11219                                     | 10/27/2011 | 10/27/2016 |
| DOL | DOL |          | JOSEPH MONETTE                                      |                                 | C/O JOHN MONETTE<br>140 ARMSTRONG<br>AVENUESYRACUSE NY 13209              | 10/21/2009 | 10/21/2014 |
| DOL | DOL | ****1763 | JR RESTORATION & ROOFING<br>INC                     |                                 | 152-65 11TH AVENUE<br>WHITESTONE NY 11357                                 | 05/22/2008 | 05/22/2013 |
| DOL | DOL |          | JULIUS AND GITA BEHREND                             |                                 | 5 EMES LANE<br>MONSEY NY 10952  | 11/20/2002 | 11/20/3002 |
| DOL | DOL |          | K NELSON SACKOOR                                    |                                 | 16 JOY DRIVE<br>NEW HYDE PARK NY 11040                                    | 01/05/2010 | 01/05/2015 |
| DOL | NYC |          | KAMIL OZTURK  |                                 | 3715 KINGS HWY - STE 1D<br>BROOKLYN NY 11234                              | 06/30/2010 | 06/30/2015 |
| DOL | DOL |          | KEMPTON MCINTOSH                                    |                                 | 8531 AVENUE B<br>BROOKLYN NY 11236  | 12/16/2008 | 12/16/2013 |
| DOL | DOL |          | KEN DEAVER  |                                 | 731 WARWICK TURNPIKE<br>HEWITT NJ 07421                                   | 06/25/2012 | 12/11/2017 |
| DOL | DOL | ****5941 | KINGSVIEW ENTERPRISES<br>INC                        |                                 | 7 W FIRST STREET<br>P O BOX 2LAKEWOOD NY<br>14750                         | 01/14/2011 | 01/14/2016 |
| DOL | DOL |          | KRZYSZTOF PRXYBYL                                   |                                 | 2 TINA LANE<br>HOPEWELL JUNCTION NY<br>12533                              | 01/06/2012 | 01/06/2017 |
| DOL | DOL | ****6033 | KUSNIR CONSTRUCTION                                 |                                 | 2677 ANAWALK ROAD<br>KATONAH NY 10536                                     | 08/03/2012 | 08/03/2017 |
| DOL | DOL | ****0526 | LAGUARDIA CONSTRUCTION<br>CORP                      |                                 | 47-40 48TH STREET<br>WOODSIDE NY 11377                                    | 07/01/2011 | 07/01/2016 |
| DOL | NYC | ****8816 | LAKE CONSTRUCTION AND<br>DEVELOPMENT<br>CORPORATION |                                 | 150 KINGS STREET<br>BROOKLYN NY 11231                                     | 08/19/1998 | 08/19/2998 |
| DOL | DOL | ****9628 | LANCET ARCH INC                                     |                                 | 112 HUDSON AVENUE<br>ROCHESTER NY 14605                                   | 02/14/2006 | 10/19/2014 |
| DOL | DOL |          | LANCET SPECIALTY<br>CONTRACTING CORP                |                                 | C/O CATENARY<br>CONSTRUCTION<br>112 HUDSON<br>AVENUEROCHESTER NY<br>14605 | 10/19/2009 | 10/19/2014 |
| DOL | DOL |          | LARRY DOMINGUEZ                                     |                                 | 114 PEARL STREET<br>PORT CHESTER NY 10573                                 | 08/15/2012 | 08/15/2017 |
| DOL | DOL |          | LARRY FRANGOS                                       |                                 | 5752 WEST WEBB ROAD<br>YOUNGSTOWN OH 44515                                | 05/21/2008 | 05/21/2013 |
| DOL | DOL |          | LAURA A. GAUTHIER                                   |                                 | C/O IMPERIAL MASONRY<br>REST<br>141 ARGONNE<br>DRIVEKENMORE NY 14217      | 10/03/2012 | 10/03/2017 |
| DOL | DOL | ****0597 | LEED INDUSTRIES CORP                                | HI-TECH<br>CONTRACTIN<br>G CORP | 114 PEART STREET<br>PORT CHESTER NY 10573                                 | 08/15/2012 | 08/15/2017 |
| DOL | DOL | ****7907 | LEEMA EXCAVATING INC                                |                                 | 140 ARMSTRONG AVENUE<br>SYRACUSE NY 13209                                 | 10/21/2009 | 10/21/2014 |
| DOL | AG  | ****5102 | LIBERTY TREE SERVICE, INC.                          |                                 | 563 MUNCEY ROAD<br>WEST ISLIP NY 11795                                    | 07/14/2008 | 07/14/2013 |
| DOL | DOL | ****8453 | LINPHILL ELECTRICAL<br>CONTRACTORS INC              |                                 | 523 SOUTH 10TH AVENUE<br>MOUNT VERNON NY 10553                            | 01/07/2011 | 01/07/2016 |
| DOL | DOL |          | LINVAL BROWN  |                                 | 523 SOUTH 10TH AVENUE<br>MOUNT VERNON NY 10553                            | 01/07/2011 | 01/07/2016 |
| DOL | DOL | ****5171 | LUVIN CONSTRUCTION CORP                             |                                 | P O BOX 357<br>CARLE PLACE NY 11514                                       | 03/15/2010 | 03/15/2015 |

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| DOL | DOL |          | MANUEL ESTEVES  |                            | 55 OLD TURNPIKE ROAD<br>SUITE 612 NANUET NY 10954                   | 02/04/2011 | 02/04/2016 |
| DOL | NYC |          | MANUEL P TOBIO  |                            | 150 KINGS STREET<br>BROOKLYN NY 14444                               | 08/19/1998 | 08/19/2998 |
| DOL | NYC |          | MANUEL TOBIO  |                            | 150 KINGS STREET<br>BROOKLYN NY 11231                               | 08/19/1998 | 08/19/2998 |
| DOL | DOL |          | MAR CONTRACTING CORP  |                            | 620 COMMERCE STREET<br>THORNWOOD NY 10594                           | 09/24/2012 | 09/24/2017 |
| DOL | DOL |          | MARGARET FORTH  |                            | P O BOX 74<br>EAST GREENBUSH NY 12061                               | 02/28/2012 | 10/01/2017 |
| DOL | DOL |          | MARIA ESTEVES AKA MARIA<br>MARTINS                              |                            | C/O THREE FRIENDS CONSTR<br>986 MADISON<br>AVENUE PATERSON NJ 07501 | 01/03/2013 | 01/03/2018 |
| DOL | DOL |          | MARIA MARTINS AKA MARIA<br>ESTEVES                              |                            | C/O THREE FRIENDS CONSTR<br>986 MADISON<br>AVENUE PATERSON NJ 07501 | 01/03/2013 | 01/03/2018 |
| DOL | DOL |          | MARIO LUIS  |                            | 31 DURANT AVENUE<br>BETHEL CT 06801                                 | 07/02/2012 | 07/02/2017 |
| DOL | DOL |          | MARIO R ECHEVERRIA JR   |                            | 588 MEACHAM AVE-SUITE 103<br>ELMONT NY 11003                        | 08/24/2010 | 08/24/2015 |
| DOL | DOL |          | MARK LINDSLEY   |                            | 355 COUNTY ROUTE 8<br>FULTON NY 13069                               | 08/08/2009 | 08/14/2014 |
| DOL | NYC | ****4314 | MASCON RESTORATION INC  |                            | 129-06 18TH AVENUE<br>COLLEGE POINT NY 11356                        | 02/09/2012 | 02/09/2017 |
| DOL | NYC | ****4314 | MASCON RESTORATION LLC  |                            | 129-06 18TH AVENUE<br>COLLEGE POINT NY 11356                        | 02/09/2012 | 02/09/2017 |
| DOL | DOL | ****0845 | MASONRY CONSTRUCTION<br>INC                                     |                            | 442 ARMONK ROAD<br>MOUNT KISCO NY 10549                             | 12/04/2009 | 05/04/2017 |
| DOL | DOL | ****3333 | MASONRY INDUSTRIES INC  |                            | 442 ARMONK ROAD<br>MOUNT KISCO NY 10549                             | 12/04/2009 | 05/04/2017 |
| DOL | DOL | ****6826 | MATSOS CONTRACTING<br>CORPORATION                               |                            | 12-14 UTOPIA PARKWAY<br>WHITESTONE NY 11357                         | 02/10/2010 | 02/10/2015 |
| DOL | AG  | ****9970 | MAY CONSTRUCTION CO INC   |                            | 700 SUMMER STREET<br>STAMFORD CT                                    | 11/24/2009 | 11/24/2014 |
| DOL | DOL | ****9857 | MBL CONTRACTING<br>CORPORATION                                  |                            | 2620 ST RAYMOND AVENUE<br>BRONX NY 10461                            | 08/30/2011 | 08/30/2016 |
| DOL | DOL |          | MCI CONSTRUCTION INC  |                            | 975 OLD MEDFORD AVENUE<br>FARMINGDALE NY 11738                      | 08/24/2009 | 08/24/2014 |
| DOL | DOL | ****9028 | MCINTOSH INTERIORS LLC  |                            | 8531 AVENUE B<br>BROOKLYN NY 11236                                  | 02/05/2013 | 02/05/2018 |
| DOL | DOL | ****5936 | MCSI ADVANCED AV<br>SOLUTIONS LLC                               |                            | 2085 BRIGHTON HENRIETTA<br>TOWN LINE<br>ROAD ROCHESTER NY 14623     | 11/04/2010 | 11/04/2015 |
| DOL | DOL | ****4259 | MERCANDO CONTRACTING<br>CO INC                                  |                            | 134 MURRAY AVENUE<br>YONKERS NY 10704                               | 12/11/2009 | 12/11/2014 |
| DOL | DOL | ****0327 | MERCANDO INDUSTRIES LLC   |                            | 134 MURRAY AVENUE<br>YONKERS NY 10704                               | 12/11/2009 | 12/11/2014 |
| DOL | DOL | ****9198 | MICHAEL CZECHOWICZ  | OCTAGON CO                 | 37-11 35TH AVENUE-2ND FL<br>LONG ISLAND CITY NY 11101               | 01/08/2013 | 01/08/2018 |
| DOL | DOL | ****6033 | MICHAEL KUSNIR  | KUSNIR<br>CONSTRUCTI<br>ON | 2677 ANAWALK ROAD<br>KATONAH NY 10536                               | 08/03/2012 | 08/03/2017 |
| DOL | DOL |          | MICHAEL MARGOLIN  |                            | 4 LEGHORN COURT<br>NEW YORK NY 11746                                | 11/28/2012 | 11/28/2017 |
| DOL | DOL | ****2635 | MIDLAND CONSTRUCTION OF<br>CEDAR LAKE INC                       |                            | 13216 CALUMET AVENUE<br>CEDAR LAKE IL 46303                         | 11/10/2011 | 11/10/2016 |
| DOL | DOL | ****5517 | MILLENNIUM PAINTING INC   |                            | 67 WARD ROAD<br>SALT POINT NY 12578                                 | 01/21/2011 | 01/21/2016 |
| DOL | NYC |          | MOHAMMAD SELIM  |                            | 73-12 35TH AVE - APT F63<br>JACKSON HEIGHTS NY 11372                | 03/04/2010 | 03/04/2015 |
| DOL | DA  |          | MOHAMMED SALEEM   |                            | 768 LYDIG AVENUE<br>BRONX NY 10462                                  | 08/18/2009 | 05/25/2015 |
| DOL | NYC | ****2690 | MONDOL CONSTRUCTION INC   |                            | 11-27 30TH DRIVE<br>LONG ISLAND CITY NY 11102                       | 05/25/2011 | 05/25/2016 |
| DOL | DOL |          | MORTON LEVITIN  |                            | 3506 BAYFIELD BOULEVARD<br>OCEANSIDE NY 11572                       | 08/30/2011 | 08/30/2016 |
| DOL | DOL | ****2737 | MOUNTAIN'S AIR INC  |                            | 2471 OCEAN AVENUE- STE 7A<br>BROOKLYN NY 11229                      | 09/24/2012 | 09/24/2017 |
| DOL | NYC |          | MUHAMMAD ZULFIQAR   |                            | 129-06 18TH AVENUE<br>COLLEGE POINT NY 11356                        | 02/09/2012 | 02/09/2017 |
| DOL | DOL | ****2357 | MUNICIPAL MILLING & MIX-IN-<br>PLACE                            |                            | 9091 ERIE ROAD<br>ANGOLA NY 14006                                   | 02/03/2011 | 02/03/2016 |
| DOL | DOL |          | MURRAY FORTH  |                            | P O BOX 74<br>EAST GREENBUSH NY 12061                               | 02/28/2012 | 10/01/2017 |
| DOL | DA  | ****9642 | MUTUAL OF AMERICAL<br>GENERAL CONSTRUCTION &<br>MANAGEMENT CORP |                            | 768 LYDIG AVENUE<br>BRONX NY 10462                                  | 08/18/2009 | 05/25/2015 |

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| DOL | DOL |          | MUZAFFAR HUSSAIN                                |  | C/O ABSOLUTE GENERAL<br>CONT<br>1129 AVENUE UBROOKLYN NY<br>11229  | 01/28/2013 | 01/28/2018 |
| DOL | DOL |          | N PICCO AND SONS<br>CONTRACTING INC             |  | 154 EAST BOSTON POST<br>ROAD<br>MAMARONECK NY 10543                | 08/11/2009 | 08/11/2014 |
| DOL | DOL | ****4133 | NASDA ELECTRICAL<br>ENTERPRISES INC             |  | 134-25 166 PLACE - #5E<br>JAMAICA NY 11434                         | 08/07/2008 | 08/07/2013 |
| DOL | DOL | ****9445 | NASDA ENTERPRISES INC                           |  | 134-25 166 PLACE #5E<br>JAMAICA NY 11434                           | 08/07/2008 | 08/07/2013 |
| DOL | DOL |          | NAT PICCO                                       |  | 154 EAST BOSTON POST<br>ROAD<br>MAMARONECK NY 10543                | 08/22/2009 | 08/22/2014 |
| DOL | DA  | ****6988 | NEW YORK INSULATION INC                         |  | 58-48 59TH STREET<br>MASPETH NY 11378                              | 05/16/2012 | 05/16/2017 |
| DOL | DOL |          | NICOLE SPELLMAN                                 |  | 2081 JACKSON AVENUE<br>COPIAGUE NY 11726                           | 06/03/2010 | 06/03/2015 |
| DOL | DOL |          | NIKOLAS PSAREAS                                 |  | 656 N WELLWOOD AVE/STE C<br>LINDENHURST NY 11757                   | 09/01/2011 | 09/01/2016 |
| DOL | DOL | ****7041 | NYCOM SERVICES CORP                             |  | 80-12 ASTORIA BOULEVARD<br>EAST ELMHURST NY 11370                  | 11/22/2008 | 11/22/2013 |
| DOL | DOL | ****0797 | O GLOBO CONSTRUCTION<br>CORP                    |  | 85-06 60TH AVENUE<br>ELMHURST NY 11373                             | 11/21/2008 | 11/21/2013 |
| DOL | DOL | ****9198 | OCTAGON CO                                      |  | 37-11 35TH AVENUE-2ND FL<br>LONG ISLAND CITY NY 11101              | 01/08/2013 | 01/08/2018 |
| DOL | DOL |          | OKBY ELSAYED                                    |  | 1541 EAST 56TH STREET<br>BROOKLYN NY 11234                         | 05/04/2012 | 05/04/2017 |
| DOL | NYC |          | OLIVER HOLGUIN                                  |  | 95-26 76TH STREET<br>OZONE PARK NY 11416                           | 10/12/2011 | 10/12/2016 |
| DOL | NYC | ****3855 | OT & T INC                                      |  | 36-28 23RD STREET<br>LONG ISLAND CITY NY 11106                     | 01/15/2008 | 05/14/2013 |
| DOL | DOL | ****5226 | PASCARELLA & SONS                               |  | 459 EVERDALE AVENUE<br>WEST ISLIP NY 11759                         | 01/10/2010 | 01/10/2015 |
| DOL | DOL |          | PATRICK BURNS                                   |  | 19 E. CAYUGA STREET<br>OSWEGO NY 13126                             | 05/15/2008 | 05/15/2013 |
| DOL | DOL |          | PATRICK SHAUGHNESSY                             |  | 88 REDWOOD DRIVE<br>ROCHESTER NY 14617                             | 05/16/2008 | 05/16/2013 |
| DOL | DOL |          | PAUL VERNA                                      |  | C/O AMERICAN STEEL<br>MECHA<br>693 PAINTER STREETMEDIA<br>PA 19063 | 02/20/2013 | 02/20/2018 |
| DOL | DOL |          | PEDRO RINCON                                    |  | 131 MELROSE STREET<br>BROOKLYN NY 11206                            | 03/02/2010 | 03/02/2015 |
| DOL | DOL | ****9569 | PERFORM CONCRETE INC                            |  | 31 DURANT AVENUE<br>BETHEL CT 06801                                | 07/02/2012 | 07/02/2017 |
| DOL | DOL |          | PETER J LANDI                                   |  | 249 MAIN STREET<br>EASTCHESTER NY 10709                            | 10/05/2009 | 10/05/2014 |
| DOL | DOL | ****7229 | PETER J LANDI INC                               |  | 249 MAIN STREET<br>EASTCHESTER NY 10709                            | 10/05/2009 | 10/05/2014 |
| DOL | DOL | ****1136 | PHOENIX ELECTRICIANS<br>COMPANY INC             |  | 540 BROADWAY<br>P O BOX 22222ALBANY NY<br>12201                    | 03/09/2010 | 03/09/2015 |
| DOL | DOL | ****5419 | PINE VALLEY LANDSCAPE<br>CORP                   |  | RR 1, BOX 285-B<br>BUSKIRK NY 12028                                | 08/27/2008 | 08/27/2013 |
| DOL | DOL |          | PRECISION DEVELOPMENT<br>CORP                   |  | 115 LEWIS STREET<br>YONKERS NY 10703                               | 05/12/2009 | 05/12/2014 |
| DOL | DOL | ****7914 | PRECISION SITE<br>DEVELOPMENT INC               |  | 89 EDISON AVENUE<br>MOUNT VERNON NY 10550                          | 10/28/2011 | 10/28/2016 |
| DOL | DOL | ****9359 | PRECISION STEEL ERECTORS<br>INC                 |  | P O BOX 949<br>BREWERTON NY 13029                                  | 09/02/2008 | 09/02/2013 |
| DOL | DOL | ****6895 | PROLINE CONCRETE OF WNY<br>INC                  |  | 3090 SHIRLEY ROAD<br>NORTH COLLINS NY 14111                        | 04/19/2011 | 12/30/2016 |
| DOL | DOL | ****2326 | PUTMAN CONSTRUCTION<br>COMPANY OF WESTERN NY    |  | 29 PHYLLIS AVENUE<br>BUFFALO NY 14215                              | 09/03/2008 | 09/03/2013 |
| DOL | DOL |          | RAMON BONILLA                                   |  | 938 E 232ND STREET #2<br>BRONX NY 10466                            | 05/25/2010 | 05/25/2015 |
| DOL | DOL | ****7294 | REDWOOD FLOORING, INC.                          |  | 88 REDWOOD DRIVE<br>ROCHESTER NY 14617                             | 05/16/2008 | 05/16/2013 |
| DOL | NYC | ****6978 | RISINGTECH INC                                  |  | 243-03 137TH AVENUE<br>ROSEDALE NY 11422                           | 03/25/2010 | 03/25/2015 |
| DOL | DOL |          | ROBBYE BISSE SAR                                |  | 89-51 SPRINGFIELD BLVD<br>QUEENS VILLAGE NY 11427                  | 01/11/2003 | 01/11/3003 |
| DOL | NYC |          | ROBERT FICARELLI                                |  | 120-30 28TH AVENUE<br>FLUSHING NY 11354                            | 01/14/2011 | 01/14/2016 |
| DOL | DOL | ****1721 | ROBERTS CONSTRUCTION OF<br>UPSTATE NEW YORK INC |  | 5 SANGER AVENUE<br>NEW HARTFORD NY 13413                           | 01/28/2009 | 01/28/2014 |

**NYS DOL Bureau of Public Work Debarment List 05/01/2013**

**Article 8**

|     |     |          |   |  |  |            |            |
|-----|-----|----------|---|--|--|------------|------------|
| DOL | DOL |          | ROCCO ESPOSITO                                |  | C/O ROCMAR CONTRACTING<br>CO<br>620 COMMERCE<br>STREET THORNWOOD NY<br>10594 | 09/24/2012 | 09/24/2017 |
| DOL | DOL |          | ROCMAR CONSTRUCTION<br>CORP                   |  | 620 COMMERCE STREET<br>THORNWOOD NY 10594                                    | 09/24/2012 | 09/24/2017 |
| DOL | DOL | ****7083 | ROCMAR CONTRACTING<br>CORP                    |  | 620 COMMERCE STREET<br>THORNWOOD NY 10594                                    | 09/24/2012 | 09/24/2017 |
| DOL | DOL | ****9025 | ROJO MECHANICAL LLC                           |  | 938 E 232ND STREET #2<br>BRONX NY 10466                                      | 05/25/2010 | 05/25/2015 |
| DOL | DOL |          | RONALD R SAVOY                                | C/O CNY<br>MECHANICAL<br>ASSOCIATES<br>INC | P O BOX 250<br>EAST SYRACUSE NY 13057  | 11/06/2008 | 11/06/2013 |
| DOL | DOL | ****5905 | ROSE PAINTING CORP                            |  | 222 GAINSBORG AVENUE<br>EAST<br>WEST HARRISON NY 10604                       | 05/10/2010 | 05/10/2015 |
| DOL | DOL |          | ROSEANNE CANTISANI                            |  | 11 TATAMUCK ROAD<br>POUND RIDGE NY 10576                                     | 05/04/2012 | 05/04/2017 |
| DOL | NYC |          | ROSS J HOLLAND                                |  | 120-30 28TH AVENUE<br>FLUSHING NY 11354                                      | 01/14/2011 | 01/14/2016 |
| DOL | DOL |          | RUTH H SUTTON                                 |  | 939 GROVESIDE ROAD<br>BUSKIRK NY 12028                                       | 08/27/2008 | 08/27/2013 |
| DOL | DOL |          | S & M CONTRACTING LLC                         |  | 30 MIDLAND AVENUE<br>WALLINGTON NJ 07057                                     | 11/05/2010 | 11/05/2015 |
| DOL | DOL | ****2585 | S B WATERPROOFING INC                         |  | SUITE #3R<br>2167 CONEY ISLAND<br>AVENUE BROOKLYN NY 11223                   | 11/04/2009 | 11/04/2014 |
| DOL | DOL | ****9066 | SAMAR PAINTING &<br>DECORATING INC            |  | 137 E MAIN STREET<br>ELMSFORD NY 10523                                       | 12/01/2008 | 12/01/2013 |
| DOL | DOL | ****4923 | SCHENLEY CONSTRUCTION<br>INC                  |  | 731 WARWICK TURNPIKE<br>HEWITT NJ 07421                                      | 06/25/2012 | 12/11/2017 |
| DOL | DOL |          | SCOTT LEONARD                                 | GLOBAL TANK<br>CONSTRUCTI<br>ON LLC        | P O BOX 1238<br>SALINA OK 74365  | 11/28/2012 | 11/28/2017 |
| DOL | NYC | ****4020 | SERVI-TEK ELEVATOR CORP                       |  | 2546 EAST TREMONT AVENUE<br>BRONX NY 10461                                   | 06/04/2009 | 06/04/2014 |
| DOL | DOL | ****3540 | SEVEN STAR ELECTRICAL<br>CONTRACTING CORP     |  | 23-24 STEINWAY STREET<br>ASTORIA NY 11105                                    | 06/27/2011 | 06/27/2016 |
| DOL | DOL |          | SEVEN STAR ELECTRICAL INC                     |  | C/O THEONI ATHANASIADIS<br>1023 COMMACK ROAD DIX<br>HILLS NY 11746           | 06/27/2011 | 06/27/2016 |
| DOL | NYC |          | SHAFIQU L ISLAM                               |  | 11-27 30TH DRIVE<br>LONG ISLAND CITY NY 11102                                | 05/25/2011 | 05/25/2016 |
| DOL | NYC |          | SHAHZAD ALAM                                  |  | 21107 28TH AVE<br>BAYSIDE NY 11360   | 07/02/2012 | 07/02/2017 |
| DOL | DOL |          | SHAIKF YOUSUF                                 |  | C/O INDUS GENERAL CONST<br>33-04 91ST STREET JACKSON<br>HEIGHTS NY 11372     | 04/28/2010 | 04/28/2015 |
| DOL | DOL | ****0256 | SIERRA ERECTORS INC                           |  | 79 MADISON AVE - FL 17<br>NEW YORK NY 10016                                  | 04/16/2009 | 04/16/2014 |
| DOL | DOL | ****0415 | SIGNAL CONSTRUCTION LLC                       |  | 199 GRIDER STREET<br>BUFFALO NY 14215  | 11/14/2006 | 02/25/2015 |
| DOL | DOL | ****8469 | SIGNATURE PAVING AND<br>SEALCOATING           |  | P O BOX 772<br>JAMESTOWN NY 14701  | 08/13/2010 | 08/13/2015 |
| DOL | DOL | ****8469 | SIGNATURE SEALCOATING<br>AND STRIPING SERVICE |  | 345 LIVINGSTON AVENUE<br>P O BOX 772 JAMESTOWN NY<br>14702                   | 04/04/2007 | 08/13/2015 |
| DOL | DOL | ****0667 | SNEEM CONSTRUCTION INC                        |  | 43-22 42ND STREET<br>SUNNYSIDE NY 11104                                      | 07/01/2011 | 07/01/2016 |
| DOL | DOL |          | SPASOJE DOBRIC                                |  | 61 WILLET STREET - SUITE<br>PASSAIC NJ 07055                                 | 07/09/2010 | 02/23/2017 |
| DOL | DOL | ****3539 | SPOTLESS CONTRACTING                          | IMPACT<br>INDUSTRIAL<br>SERVICES INC       | 44 THIELLS-MT IVY ROAD<br>POMONA NY 10970                                    | 10/14/2011 | 10/14/2016 |
| DOL | DOL | ****3496 | STAR INTERNATIONAL INC                        |  | 89-51 SPRINGFIELD BLVD<br>QUEENS VILLAGE NY 11427                            | 08/11/2003 | 08/11/3003 |
| DOL | DOL |          | STEFANIE MCKENNA                              |  | 30 MIDLAND AVENUE<br>WALLINGTON NJ 07057                                     | 11/05/2010 | 11/05/2015 |
| DOL | DOL |          | STEPHEN BALZER                                |  | 34-08 PARKWAY DRIVE<br>BALDWIN NY 11510                                      | 07/01/2008 | 07/01/2013 |
| DOL | DOL |          | STEVEN CONKLIN                                |  | 60 COLONIAL ROAD<br>STILLWATER NY 12170                                      | 02/15/2011 | 02/15/2016 |
| DOL | DOL | ****4081 | STS CONSTRUCTION OF WNY                       |  | 893 EAGLE STREET<br>BUFFALO NY 14210   | 06/09/2009 | 06/09/2014 |
| DOL | DOL |          | STUART CHAITIN                                |  | 634 ROUTE 303<br>BLAUVET NY 10913  | 07/26/2012 | 07/26/2017 |

**NYS DOL Bureau of Public Work Debarment List 05/01/2013**

**Article 8**

|     |     |          |   |  |  |            |            |
|-----|-----|----------|---|--|--|------------|------------|
| DOL | DOL | ****3210 | SUPER SWEEP                             | FMS                                      | 4 LEGHORN COURT<br>NEW YORK NY 11746                                   | 11/28/2012 | 11/28/2017 |
| DOL | DOL | ****4293 | THE J OUVINA GROUP LLC                  |  | 344 SOUNDVIEW LANE<br>COLLEGE POINT NY 11356                           | 11/22/2011 | 11/22/2016 |
| DOL | DOL | ****2070 | THE UNIVERSAL GROUP OF<br>NEW YORK INC  |  | 212 OXFORD WAY<br>SCHENECTADY NY 12309                                 | 12/11/2012 | 02/20/2018 |
| DOL | DOL |          | THEODORE F FAULKES                      |  | 18 FIREWEED TRAIL<br>HILTON NY 14468                                   | 06/10/2008 | 06/10/2013 |
| DOL | DOL |          | THEONI ATHANASIADIS                     |  | C/O SEVEN STAR ELECTRICAL<br>23-24 STEINWAY<br>STREET ASTORIA NY 11105 | 06/27/2011 | 06/27/2016 |
| DOL | DOL |          | THOMAS ASCHMONEIT                       |  | 79 MADISON AVENUE - FL 17<br>NEW YORK NY 10016                         | 04/16/2009 | 04/16/2014 |
| DOL | DOL |          | THOMAS DEMARTINO                        |  | 158-11 96TH STREET<br>HOWARD BEACH NY 11414                            | 06/25/2009 | 06/25/2014 |
| DOL | DOL |          | THOMAS TERRANOVA                        |  | 13 NEW ROAD/SUITE 1<br>NEWBURGH NY 12550                               | 11/15/2010 | 11/15/2015 |
| DOL | DOL | ****2734 | THREE FRIENDS<br>CONSTRUCTION CORP      |  | 986 MADISON AVENUE<br>PATERSON NJ 07501                                | 01/03/2013 | 01/03/2018 |
| DOL | NYC |          | TIMOTHY O'SULLIVAN                      |  | C/O SNEEM CONSTRUCTION<br>4322 42ND<br>STREETSUNNYSIDE NY 11104        | 07/01/2011 | 07/01/2016 |
| DOL | DOL |          | TIMOTHY P SUCH                          |  | 893 EAGLE STREET<br>BUFFALO NY 14210                                   | 06/09/2009 | 06/09/2014 |
| DOL | DOL |          | TNT DEMOLITION AND<br>ENVIRONMENTAL INC |  | 355 COUNTY ROUTE 8<br>FULTON NY 13069                                  | 08/08/2009 | 08/19/2014 |
| DOL | DOL | ****3315 | TOTAL DOOR SUPPLY &<br>INSTALLATION INC |  | 16 JOY DRIVE<br>NEW HYDE PPARK NY 11040                                | 01/05/2010 | 01/05/2015 |
| DOL | DOL | ****3315 | TOTAL DOOR SUPPLY &<br>INSTALLATION INC |  | 16 JOY DRIVE<br>NEW HYDE PPARK NY 11040                                | 01/05/2010 | 01/05/2015 |
| DOL | DOL | ****8176 | TOURO CONTRACTING CORP                  |  | 1541 EAST 56TH STREET<br>BROOKLYN NY 11234                             | 05/04/2012 | 05/04/2017 |
| DOL | DOL | ****2357 | TRAC CONSTRUCTION INC                   | MUNICIPAL<br>MILLING & MIX<br>-IN- PLACE | 9091 ERIE ROAD<br>ANGOLA NY 14006                                      | 02/03/2011 | 02/03/2016 |
| DOL | DOL |          | TRI STATE TRUCKING INC                  |  | 140 ARMSTRONG AVENUE<br>SYRACUSE NY 13209                              | 10/21/2009 | 10/21/2014 |
| DOL | DOL | ****5213 | TRIAD PAINTING CO INC                   |  | 656 N WELLWOOD AVE/STE C<br>LINDENHURST NY 11757                       | 09/01/2011 | 09/01/2016 |
| DOL | DOL | ****4294 | TWT CONSTRUCTION<br>COMPANY INC         |  | 13 NEW ROAD/SUITE 1<br>NEWBURGH NY 12550                               | 11/15/2010 | 11/15/2015 |
| DOL | DOL |          | ULIANO AND SONS INC                     |  | 22 GRIFFEN COURT<br>MILLER PLACE NY 11746                              | 10/26/2010 | 10/26/2015 |
| DOL | DOL | ****0854 | VANESSA CONSTRUCTION<br>INC             |  | 588 MEACHAM AVE/STE 103<br>ELMONT NY 11003                             | 08/24/2010 | 08/24/2015 |
| DOL | DOL | ****3270 | VEZANDIO CONTRACTING<br>CORP            |  | 530 BEECH STREET<br>NEW HYDE PARK NY 11040                             | 07/02/2012 | 07/02/2017 |
| DOL | DOL |          | VIRGINIA L CAPONE                       |  | 137 E MAIN STREET<br>ELMSFORD NY 10523                                 | 12/01/2008 | 12/01/2013 |
| DOL | NYC | ****9936 | VISHAL CONSTRUCTION INC                 |  | 73-12 35TH AVE - APT F63<br>JACKSON HEIGHTS NY 11272                   | 03/04/2010 | 03/04/2015 |
| DOL | DOL | ****0329 | WET PAINT CO. OF OSWEGO,<br>INC         |  | 19 E. CAYUGA STREET<br>OSWEGO NY 13126                                 | 05/15/2008 | 05/15/2013 |
| DOL | DOL | ****7617 | WHITE PLAINS CARPENTRY<br>CORP          |  | P O BOX 309<br>WHITE PLAINS NY 10603                                   | 12/04/2009 | 05/04/2017 |
| DOL | DOL |          | WILLIAM PUTNAM                          |  | 50 RIDGE ROAD<br>BUFFALO NY 14215                                      | 09/03/2008 | 09/03/2013 |
| DOL | DOL |          | WILLIAM SCRIVENS                        |  | 30 MIDLAND AVENUE<br>WALLINGTON NJ 07057                               | 11/05/2010 | 11/05/2015 |
| DOL | DOL |          | WILLIAM W FARMER JR                     |  | 112 HUDSON AVENUE<br>ROCHESTER NY 14605                                | 10/19/2009 | 10/19/2014 |
| DOL | NYC | ****5498 | XAVIER CONTRACTING LLC                  |  | 68 GAYLORD ROAD<br>SCARSDALE NY 10583                                  | 02/10/2011 | 02/10/2016 |
| DOL | AG  |          | YULY ARONSON                            |  | 700 SUMMER STREET<br>STAMFORD CT                                       | 11/24/2009 | 11/24/2014 |
| DOL | DOL |          | YURIY IVANIN                            |  | C/O MOUNTAIN'S AIR INC<br>2471 OCEAN AVENUE-STE<br>7ABROOKLYN NY 11229 | 09/24/2012 | 09/24/2017 |

INDEX TO  
PROPOSAL

DESCRIPTION

|  |         |
|--|---------|
| Certificate of Authority                             | 1 page  |
| Certification of Experience                          | 1 page  |
| Bid Security Form #1: Consent of Surety              | 1 page  |
| Bidder's Checklist                                   | 1 page  |
| Proposal   | 3 pages |
| Certification of Compliance With Iran Divestment Act | 1 page  |
| Non-Collusive Bidding Certification                  | 1 page  |
| Contractor's Acknowledgement                         | 1 page  |

**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_  
(Officer other than officer executing proposal documents)

certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Name of Contractor)

\_\_\_\_\_ a corporation, duly organized and in good standing under the  
\_\_\_\_\_  
(Law under which organized, e.g., the New York Business Corporation Law)

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

who signed said agreement on behalf of the Contractor was, at the time of execution,  
\_\_\_\_\_ of the Contractor; that said agreement was duly signed for  
(Title of such person)

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

\_\_\_\_\_  
Signature Corporate Seal

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ to me known, and known to me to be the \_\_\_\_\_

(Title) of \_\_\_\_\_ the corporation described in  
and which executed the above certificate, who being by me duly sworn did depose and say that he, the said \_\_\_\_\_  
\_\_\_\_\_ resides at \_\_\_\_\_, and that he is \_\_\_\_\_  
\_\_\_\_\_ of said corporation and knows the corporate seal of the said corporation; that the  
seal affixed to the above certificate is such corporate seal and that it was so affixed by order of the Board of  
Directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public County

**CERTIFICATION OF EXPERIENCE**

I, \_\_\_\_\_ HEREBY CERTIFY THAT (COMPANY \_\_\_\_\_  
\_\_\_\_\_ HAS PERFORMED THE FOLLOWING WORK WITHING THE LAST  
THREE YEARS **UNLESS SPECIFIED DIFFERENTLY IN THE SPECIFICATION:**

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.: \_\_\_\_\_

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.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

-----

NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_



**BID SECURITY**

(ATTACHED HERE – CERTIFIED CHECK, CASH OR BID BOND)

BIDDER'S CHECKLIST

Each of the following forms must be executed and notarized if applicable:

CERTIFICATE OF AUTHORITY \_\_\_\_\_

CERTIFICATION OF EXPERIENCE \_\_\_\_\_

BID SECURITY FORM # 1 \_\_\_\_\_

PROPOSAL \_\_\_\_\_

CERTIFICATION OF COMPLIANCE WITH  
IRAN DIVESTMENT ACT \_\_\_\_\_

NON-COLLUSIVE BIDDING CERTIFICATION \_\_\_\_\_

**PROPOSAL**

Date: \_\_\_\_\_

Proposal of \_\_\_\_\_

to furnish and deliver all labor, supervision, materials, and equipment and perform all work in accordance with the Specifications for HNH TRANSFORMER INSTALLATION, Elizabethtown, New York for the following lump sum cost.

Bidders must provide a breakdown of the Base Bid, and complete all blanks on the Bid Proposal. Demolition, cutting and patching for each trade should be included with the respective trade. Dollar amounts in the Bid breakdown must total Base Bid. Unit price work shall not be included in the Base Bid amount.

The owner, Essex County, is tax-exempt. Do not include sales tax in Bid amounts.

The undersigned bidder has carefully examined the contract documents, site of the work, is familiar with existing conditions, and will provide all necessary insurance, bonds, machinery, tools, apparatus, false work and other means of construction, and do all the work and furnish all the materials called for by said contract according to the following TOTAL BASE BID, including all labor, supplies and equipment, permits, fees, overhead and profit for general construction, site work, and electrical. The BASE BID price is to be shown in both words and figures. In the event of discrepancies, the amount shown in words shall govern. All items are to be furnished and installed in place complete.

(Amount in Words)

(Amount in Figures)

The undersigned further understands that the contract will be awarded to the competent, qualified bidder submitting the lowest bid for the Total Bid.

**ADDENDA ACKNOWLEDGEMENT**

| <u>Addendum No.</u> | <u>Date Received</u> |
|---------------------|----------------------|
| _____               | _____                |
| _____               | _____                |
| _____               | _____                |

The undersigned agrees as follows:

1. The total contract price bid shall be accepted as full compensation for the complete work subject to additions or deductions in quantity of work performed or changes agreed upon.
2. Within twenty (20) days from the date of "Notice of Acceptance" of the Proposal, to execute the contract and to furnish a satisfactory labor, material and performance bond in the amount of 100% of the contract price.

3. To execute the work as specified herein as soon as possible after notice of award.
4. To comply with requirements as to the conditions of employment, wage rates and hours set forth in the bidding documents.
5. Progress Payments will be made on a percentage of completion basis monthly.
6. 5% Retainage will be withheld until final approval of project(s).

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Dated: . \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Social Security/Federal ID No: \_\_\_\_\_

**SUBCONTRACTOR LIST**

Please provide a list of subcontractors with bid amount for each subcontract listed below. Leave blank if not applicable. **Seal in separate envelope labeled "Subcontractor List & Bid Amount"**.

**GENERAL CONSTRUCTION:**

---

(Name & Address)

Bid Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

(in words) (in figures)

**SITE WORK:**

---

(Name & Address)

Bid Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

(in words) (in figures)

**MECHANICAL SUBCONTRACTOR:**

---

(Name & Address)

Bid Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

(in words) (in figures)

**ELECTRICAL SUBCONTRACTOR:**

---

(Name & Address)

Bid Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

(in words) (in figures)

**PLUMBING SUBCONTRACTOR:**

---

(Name & Address)

Bid Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

(in words) (in figures)

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
SIGNED

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

**NON-COLLUSIVE BIDDING CERTIFICATION**

1. By submission of this bid, the undersigned bidder and each person signing on behalf of such bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization — UNDER PENALTY OF PERJURY, that to the best of the undersigned’s knowledge and belief:

(a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

2. The undersigned acknowledges and agrees that a bid shall not be considered for award nor shall any award be made where any of the above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where one or more of the above has/have not been complied with, the bid shall not be considered for award nor shall any award be made unless the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

3. The undersigned also acknowledges and agrees that the fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1 above.

4. The undersigned further acknowledges and agrees that any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a bidder which is a corporation or a limited liability company for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in paragraph 1 of this certificate, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation or limited liability company.

Name of Bidder: \_\_\_\_\_  
(print full legal name)

Date Signed: \_\_\_\_\_ Signature: \_\_\_\_\_

Name of Person Signing Certificate: \_\_\_\_\_  
(print full legal name of signer)

Bidder is (check one):  an individual,  a limited liability partnership,  a limited liability company,  
 other entity (specify): \_\_\_\_\_

CONTRACTOR'S ACKNOWLEDGEMENT

(If Corporation)

STATE OF NEW YORK) SS:  
COUNTY OF ESSEX)

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

\_\_\_\_\_  
Notary Public

CONTRACTOR'S ACKNOWLEDGEMENT

(If Individual)

STATE OF NEW YORK) SS:  
COUNTY OF ESSEX)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came  
\_\_\_\_\_ to me known, and known to me to be  
the same person described in and who executed the within instrument and he duly acknowledged to me  
that he executed the same for the purpose herein mentioned and, if operating under and trade name, that  
the certificate required by the New York State Penal Law, Sections 440 and 440-b has been filed with  
the County Clerk of Essex County.

\_\_\_\_\_  
Notary Public

CONTRACTOR'S ACKNOWLEDGEMENT

(If Co-Partnership)

STATE OF NEW YORK) SS:  
COUNTY OF ESSEX)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came  
\_\_\_\_\_ to me known, and known to me to be a member of the firm  
of and the person described in, and who executed the within instrument in behalf of said firm for the  
purposes herein mentioned and that the certificate required by the New York State Penal Law, Sections  
440 and 440-b has been filed with the County Clerk of Essex County.

\_\_\_\_\_  
Notary Public