

ADDENDUM NO. 2

RIVER ROAD OVER COLD BROOK BRIDGE REPLACEMENT

Essex County Department of Public Works

July 16, 2009

TO ALL HOLDERS OF BIDDING DOCUMENTS:

This Addendum, issued to bid document holders of record, indicates changes to the bid documents for the Essex County River Road Over Cold Brook Bridge Replacement project. All changes described herein shall be incorporated into the Contractor's bid proposal. This Addendum is part of the Contract Documents. Adjustments required by each item shall be understood to apply to all document references affected by the clarifications described.

1. **MODIFICATION TO DRAWING S-1:** Regarding Section 1/S-1, DELETE the drawing note "Excavate to Bott. Of Peat Layer, Field Verify Depth" and insert nothing in its place. Excavation to the bottom of the peat layer is not required.

END OF ADDENDUM NO. 2

ADDENDUM NO. 1

RIVER ROAD OVER COLD BROOK BRIDGE REPLACEMENT

Essex County Department of Public Works

July 15, 2009

TO ALL HOLDERS OF BIDDING DOCUMENTS:

This Addendum, issued to bid document holders of record, indicates clarifications to the bid documents for the Essex County River Road Over Cold Brook Bridge Replacement project. All clarifications described herein shall be incorporated into the Contractor's bid proposal. This Addendum is part of the Contract Documents. Adjustments required by each item shall be understood to apply to all document references affected by the clarifications described.

1. **PRE-BID MEETING:** Attached is a copy of the minutes for the Pre-Bid Meeting held at the project site on July 14, 2009 at 10:00 AM.

END OF ADDENDUM NO. 1

PRE-BID MEETING MINUTES

Report Date: July 15, 2009

Project: River Road Over Cold Brook Bridge Replacement

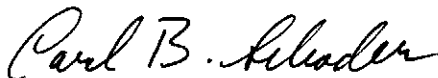
Attending: Carl B. Schoder, PE - Schoder Rivers Assoc.
Frederick Buck - Superintendent - Essex Co. DPW
Anthony LaVigne - Deputy Superintendent - Essex Co. DPW
Leonard Zelkowitz - Project Engineer - Essex Co. DPW
Roger Oliver - Highway Superintendent - Town of St. Armand
Michael Melton - Reale Construction, Inc.
Michael Trombley - Tracy Trombley Construction, Inc.
Jon Hutchins - J.T. Erectors, Inc.
Gary Olcott - Riznick Construction

A scheduled pre-bid meeting was held for the above referenced project on July 14, 2009 at 10:00 AM at the project site. The following items were discussed:

1. The overhead electric utility lines will be relocated prior to start of construction. (National Grid was on site performing this work at the time of the meeting.)
2. The project schedule and completion dates indicated in the bidding documents must be adhered to such that the project is completed as soon as possible with respect to winter conditions. The temporary construction lane widths are not adequate for typical snow removal equipment used by the Town of St. Armand.
3. Temporary traffic lights will be provided and maintained by Essex County. The exact placement of the light units with respect to adjacent driveways will be determined by the County prior to commencement of construction. The Contractor shall be responsible to monitor the proper function of the light units during working hours and shall immediately report any malfunctioning units to the County.
4. The provisions regarding the plumb and true alignment of all sheet piles to be installed at the abutments and wingwalls shall be strictly adhered to. Sheet piles which are determined by the Engineer or County to be misaligned or out of plumb shall be rejected, removed and replaced by the Contractor at no additional cost to the County.
5. All approach roadway asphalt pavement for both stages of construction shall be installed at one time after completion of the stage 2 work. Traffic shall be permitted to travel on the roadway subbase prior to the installation of pavement.
6. Pavement striping shall be by the County and is not included in the contract.

The meeting adjourned at 11:00 AM.

Respectfully submitted:



Carl B. Schoder, PE
Principal

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Undersigned, on behalf of the Essex County Board of Supervisors, will accept sealed bids until July 22, 2009 for RIVER ROAD OVER COLD BROOK BRIDGE REPLACEMENT(B.I.N. 3-36402-0) on the River Road (County Route 18) in the Town of ST. ARMAND, NEW YORK. The bids shall be opened and read aloud on July 22, 2009 at the Office of the Purchasing Agent, 7551 Court Street, Elizabethtown, New York, at 2:00 P.M. If additional information concerning the bidding is required, call (518) 873-3332.

All bids submitted in response to this notice shall be marked "SEALED BID – RIVER ROAD OVER COLD BROOK BRIDGE REPLACEMENT DPW 09-03" 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.

Plans, specifications, and standard proposals for the proposed work may be obtained at the above address or on the County's website at www.co.essex.ny.us. Drawings are only available at the Office of the Purchasing Agent.

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

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

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

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

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.

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

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

Dated: June 22, 2009

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

PROJECT SCHEDULE

| | |
|---|---------------------------|
| Notice to Bidders | June 22, 2009 |
| Pre-Bid Meeting at Cold Brook Bridge | July 14, 2009 at 10:00 am |
| Bid Opening Date | July 22, 2009 at 2:00 pm |
| Estimated Start Date | August 1, 2009 |
| Substantial Completion including: guide rail & asphalt | November 25, 2009 |

INDEX

CONTRACT DESCRIPTION: River Road over Cold Brook Bridge Replacement

| <u>CONTENTS</u> | <u>PAGE NO.</u> |
|--|-------------------|
| NOTICE TO BIDDERS | (first page) |
| PROJECT SCHEDULE | (second page) |
| INTENT – DETAIL SPECIFICATIONS | 1 |
| APPENDIX C | 1 |
| STANDARD CLAUSES FOR ESSEX COUNTY CONTRACTS | 1 – 9 |
| GENERAL SPECIFICATIONS FOR PROCUREMENT CONTRACTS | 1 – 36 |
| CONTRACTOR, SUB CONTRACTOR WAIVER, RELEASE OF LIEN | |
| CHANGE ORDER | 1 |
| INFORMATION FOR BIDDERS | IFB-1 to IFB-7 |
| GENERAL CLAUSES | GC-1 to GC-10 |
| STANDARD SPECIAL CLAUSES ROAD | |
| AND BRIDGE CONSTRUCTION CONTRACTS | SCRB-1 to SCRB-10 |
| STANDARD SPECIAL CLAUSES FACILITY CONTRACTS | SCF-1 to SCF-9 |
| PROPOSAL | P1 - P7 |

Specifications for**River Road over Cold Brook Bridge Replacement**

Scope: It is the intent of these specifications to describe the replacement of the bridge on River Road (CR-18) that crosses Cold Brook (B.I.N.3-36402-0) in the Town of St. Armand, County of Essex, State of New York.

All materials, equipment and labor 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 labor, equipment, tools, and 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, equipment, tools and labor as indicated on the project drawings and plans titled:

River Road over Cold Brook Bridge Replacement

| <u>Drawing #</u> | <u>Title</u> |
|------------------|--|
| N-1 | Project Notes |
| C-1 | Erosion Control, Demolition & Staging Plan |
| C-2 | Site Plan & Sections |
| C-3 | Centerline Profile & Site Details |
| S-1 | Abutment Plan & Details |
| S-2 | Deck Plan, Sections & Details |
| S-3 | Sections & Details |

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

APPENDIX 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:
 - = an additional insured on the Contractor's Commercial General Liability, Automobile Liability and Excess/Umbrella Liability insurance policies on a primary non-contributory basis; and
 - = 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.

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 from and against any and all liability, suits, judgments, orders, causes of action, and claims, including but not limited to those for bodily injury, property damage, death, and reasonable attorney's fees, arising out of or in connection with the Contractor's negligence and/or its 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.

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.

(l) **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.



ESSEX COUNTY

Office of the Purchasing Agent

100 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.

TABLE OF CONTENTS

PART I

Page

General Provisions

1. Applicability
2. Governing Law
3. Appendix A / Insurance
4. Ethics Compliance
5. Conflict of Clauses
6. Definitions

Bid Submission

7. Bid Language & Currency
8. Bid Opening
9. Bid Submission
10. Facsimile Submissions
11. Authentication of Facsimile Bids
12. Late Bids
13. Bid Contents
14. Extraneous Terms
15. Confidential/Trade Secret Materials
16. Prevailing Wage Rates
17. Taxes
18. Expenses Prior to Award
19. Advertising Bid Results
20. Product References
21. Recycled/Recovered Materials
22. Products Manufactured In Public Institutions.....
23. Pricing
24. Drawings.....
25. Site Inspection
26. Samples
27. Addenda/Interpretation

Bid Evaluation

28. Bid Evaluation.....
29. Conditional Bid
30. Clarification/Revisions
31. Prompt Payment Discounts
32. Equivalent or Identical Bids
33. Performance Qualifications.....
34. Disqualification for Past Performance.....
35. Quantity Changes Prior To Award
36. Release of Bid Evaluation Materials

37. Time Frame for Offers

Terms & Conditions

- 38. Contract Creation/Execution
- 39. Compliance With Laws, Etc.
- 40. Modification of Terms
- 41. Scope Changes
- 42. Estimated Quantity Contracts
- 43. Best Pricing Offer
- 44. Purchase Orders
- 45. Product Delivery
- 46. Saturday & Holiday Deliveries
- 47. Shipping/Receipt of Product
- 48. Title & Risk of Loss
- 49. Re-Weighing Product
- 50. Product Substitution
- 51. Rejected Product
- 52. Installation
- 53. Repaired or Replaced Product/Components
- 54. On-Site Storage
- 55. Employees/ Subcontractors/ Agents
- 56. Assignment/ Subcontractors
- 57. Performance/Bid Bond
- 58. Stop/Suspension of Work
- 59. Cancellation
- 60. Force Majeure
- 61. Contract Billings
- 62. Default _ Authorized User
- 63. Interest on Late Payments
- 64. Remedies for Breach
- 65. Assignment of Claim
- 66. Toxic Substances
- 67. Independent Contractor
- 68. Security/Confidentiality
- 69. Cooperation With Third Parties
- 70. Contract Term _ Extension
- 71. Warranties/Guarantees
- 72. Year 2000 Warranty

PART II
Software/Technology
General Provisions

- 73. Applicability.....
- 74. Definitions - Part II

Terms & Conditions

- 75. Software License Grant.....
- 76. Enterprise License Option for Software
- 77. Product Acceptance
- 78. Audit of Licensed Product Usage
- 79. Ownership/Title To Custom Products or Programming
- 80. Proof of License.....
- 81. Product Version
- 82. Migration To Centralized Contract.....
- 83. Notice of Product Discontinuance
- 84. Reinstatement of Maintenance
- 85. No Hard-stop/ Passive License Monitoring.....
- 86. Additional Warranties/ Guarantees
- 87. Indemnification
- 88. Source Code Escrow For Licensed Product

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 any time 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. EXTRANEIOUS 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, counter offer, 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, (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 103-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 Contractor's 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 any time, 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 Contractor's 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 Contractor's basis for declaring a breach is insufficient, the Contractor's 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 therefor. 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:

- (a) His/Her/Its products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit
- (b) 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.
- (c) To carry adequate insurance to protect the County from loss in case of accident, fire, theft, etc.
- (d) That all deliveries will be equal to the accepted bid sample.
- (e) 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.

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

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

- A) Product**, including: i) equipment incorporating embedded software or other technology (e.g. copiers, elevators, security systems), ii) software, or iii) other technology; or
- B) Services** including: i) consulting, integration, code or data conversion ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing).

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

- a. Definitions** For purposes of this warranty, the following definitions shall apply:
 - i. "Product"** shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are furnished (e.g., maintenance, consulting, systems integration, code or data conversion, data entry) the term "Product" shall include resulting deliverables.
 - ii. "Contractors Product"** shall include all Product delivered under this Contract by Contractor other than Third Party Products.
 - iii. "Third Party Product"** shall include product manufactured or developed by a corporate entity independent from Contractor and provided by Contractor on a non-exclusive licensing or other distribution agreement with the third party manufacturer. "Third Party Product" does not include product where Contractor is: (a) a corporate subsidiary or affiliate of the third party manufacturer/developer; and/or (b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.
- b. Warranty Disclosure** At the time of bid for individual or agency specific contracts, or at the time of ordering Product or Product quote for Essex County centralized contracts, Contractor must disclose in writing to Authorized User:
 - i. For Contractor Product and Products (including, but not limited to, Contractor and/or Third Party Products and/or Authorized Users**

Installed Products) which have been specified to perform as a system: Compliance or non-compliance of the Products individually and as a system with the Warranty set forth below; and

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

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

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

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

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

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

GENERAL

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

74. DEFINITIONS - Part II

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

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

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

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

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

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

OBJECT CODE The machine executable code that can be directly executed by a 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

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

- a. **License Scope** Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product with other product within its business enterprise in the United States. Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the product, provided that any modifications, however extensive, shall not diminish manufacturers proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.
- b. **License Term** The license term shall commence upon the License Effective Date. Where the terms of license permit licensing on a non-perpetual basis, the license term stated in the Contract shall be extended by the time periods allowed for testing and acceptance.
- c. **Licensed Documentation** Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product. If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractors expense: a) One (1) hard copy and One (1) Master Electronic Copy of the Documentation in diskette or CD-ROM format; or b) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:
 - Individual/Named User License _ 1 copy per License
 - Concurrent Users _ 8 copies per site
 - Processing Capacity _ 8 copies per site

- d. **Product Use** Product may be accessed, used, executed, reproduced, displayed, performed by Licensee to service all Authorized Users of the machine on which Product is installed, up to the capacity measured by the applicable licensing unit stated in the terms of license (i.e. payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation).
- e. **Permitted License Transfers** As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Authorized User site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site. (e.g., named users, seats, or MIPS); and ii) that, if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee.
- f. **Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties** Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturers standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("Non-Disclosure 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 party's 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.

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

- a. Enterprise _ Defined** Any Authorized User may be an Enterprise Participant. Enterprise Participants will be enumerated in the Enterprise License, including: i) contact name, ship to and main billing address of each Enterprise Participant, ii) street address of the included End User sites of each Enterprise Participant. The originally defined Enterprise may be modified at any time thereafter, including deletion or addition of Enterprise Participants, sites or "ship 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 any time by the Enterprise, however if additional copies of Product are required for hardware/operating systems beyond the initial ten, the cost for such systems will be as mutually agreed between the parties.
- f. **Product Acceptance** Each Enterprise Participant shall have a right of acceptance, as set forth above in this Part II, only for the first copy of Product for its site(s).
- g. **Enterprise Fees** Enterprise License Fees shall be set forth in the Contract. Notwithstanding the foregoing, the Product license fees for additional copies or units of capacity for Enterprise licensed Product shall not increase by more than six percent (6%) annually each year during the Enterprise License term. Contractor may offer additional discounts/incentives for Enterprise Participants as may be mutually agreed between the parties. Enterprise Participants shall be entitled to aggregate the volume of all Enterprise Participants for purposes of establishing any applicable discounts under the Contract, and Enterprise Licensed Volume shall be aggregated with volume of non-Enterprise Licensed Product otherwise purchased under the centralized Contract. Upon termination of the Enterprise, Enterprise Participants have the right to acquire additional

capacity or users at the Enterprise License price for twelve months after the termination of the Enterprise License.

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

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

- i. Merger of Two or More Enterprises** Two or more Enterprises may be merged to form a larger Enterprise for the purpose of sharing and exchanging data at no additional license fee provided that participants give Contractor notice of such merger and that the combined capacity does not exceed the maximum capacity of the individual licenses.
- j. "Nested" Enterprises** Individual Enterprise License participant(s) may license additional capacity or products for the specific use of a subset of the larger enterprise. Said participant(s) must certify in writing to Contractor that such use is only by the enumerated subset of participants.
- k. Default** A default by any Enterprise Participant shall entitle the Contractor to the remedies against such participant under the Contract, but shall not be deemed a default by the remaining non-defaulting Enterprise Participants.

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

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

In the event that the documented installation test cannot be completed successfully within sixty (60) days from delivery, and the Contractor or Product is responsible for the delay, The County or Authorized User shall have the option to cancel

the order in whole or in part, or to extend the testing period for another sixty (60) day increment. The County or Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the County or Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

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

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

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

a. Definitions

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

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

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

b. Contractor or Third Party Manufacturers Title To Existing Product Title to Existing Product(s) does not transfer. With respect to such Existing Product(s), whether

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

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

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

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

cooperate with the County or Authorized User to execute such other documents as may be appropriate to achieve the objectives of this paragraph.

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

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

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

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

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

85. NO HARDSTOP / PASSIVE LICENSE MONITORING Contractor hereby represents, warrants and covenants that the Product and all Upgrades do not and will

not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs", "time locks", or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Contractor agrees that in the event of a breach or alleged breach of this provision that The County or Authorized User shall not have an adequate remedy at law, including monetary damages, and that The County or Authorized User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which The County or Authorized User shall be entitled.

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

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

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

- b. **Year 2000 Warranty** For all procurements of Product, Contractor must furnish a warranty statement in accordance with the NYS Standard Year 2000 Warranty Compliance Statement set forth in Part I at the time of bid for agency specific contracts or product order for centralized contracts.
- c. **Virus Warranty** Contractor represents and warrants that Licensed Software contains no known viruses. Bidder is not responsible for viruses introduced at Licensees site. For purposes of this provision, "Virus" shall have the meaning set forth in Part II, "Definitions".

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

87. INDEMINIFICATION THE WARRANTIES SET FORTH IN THESE GENERAL

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

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

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

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

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

CONTRACTOR PROGRESS PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT:

OWNER: ESSEX COUNTY

CONTRACTOR:

WITNESSETH:

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

CONTRACTOR FINAL PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT:

OWNER:

CONTRACTOR:

WITNESSETH:

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__.

By _____

STATE OF NEW YORK, COUNTY OF ESSEX)ss:

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.

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

Notary Public

CONTRACTORS AFFIDAVIT RELATIVE TO FINAL PAYMENT

PROJECT: _____

OWNER: _____

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 _____, _____.

Contractor

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.

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 _____, 2006.

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.

Sworn to before me this ____
day of _____, 2006.

Notary Public

SUBCONTRACTOR/SUPPLIER FINAL WAIVER, RELEASE AND DISCHARGE

PROJECT:

OWNER: _____

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 _____)

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.

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

Notary Public

ESSEX COUNTY
DEPARTMENT OF PUBLIC WORKS
 HCR #1, Route 9, Box 327
 Elizabethtown, NY 12932
 (518) 873-6326 or (518) 873-3666
 Fax: (518) 873-9195

Frederick H. Buck
 Superintendent

Anthony J. LaVigne
 Deputy Superintendent

CHANGE ORDER

| | | | |
|-----------------------------------|--|--------------------------|--|
| ESSEX COUNTY CONTRACT No.: | | CHANGE ORDER No.: | |
| CONTRACTOR: | | | |
| PROJECT: | | | |

| | |
|--|--|
| DESCRIPTION OF CHANGES/ ADDITIONAL WORK AUTHORIZED: | |
|--|--|

| | | | |
|---|--|---|--|
| AGREED INCREASE IN CONTRACT PRICE: | | AGREED DECREASE IN CONTRACT PRICE: | |
|---|--|---|--|

Pursuant to Section 9 of the above-referenced contract, I, the Essex County Superintendent of Public Works, hereby authorize the changes or additions in work described above and agree to the increase or decrease, if any and as indicated above, in the Contract Price.

Dated: _____

Frederick H. Buck
Superintendent of Public Works

I, the duly authorized representative of the Contractor, hereby agree that the Contractor will perform/provide the changes or additions in work described above and to accept the increase or decrease, if any and as indicated above, in the Contract Price.

Dated: _____

(Signature)

(Print Name)

(Print Title)

INDEX TO
INFORMATION FOR BIDDERS

| <u>DESCRIPTION</u> | <u>PAGE NO.</u> |
|---|-----------------|
| Article 1. Description of Work and Bid Date | IFB-2 |
| Article 2. Proposal Form | IFB-2 |
| Article 3. Required Time for Bid | IFB-2 |
| Article 4. No Recapitulation or Modification | IFB-2 |
| Article 5. Bid Submission Address | IFB-2 |
| Article 6. Pre-Bid Specification & Site Inspection | IFB-2 |
| Article 7. Competency of Bidder | IFB-2 |
| Article 8. Bid Security | IFB-2 |
| Article 9. Notification of Award | IFB-2 |
| Article 10. Time of Execution | IFB-2 |
| Article 11. Time of Starting | IFB-2 |
| Article 12. Bonds | IFB-2 |
| Article 13. Insurance Requirements | IFB-3 |
| Article 14. Blasting | IFB-4 |
| Article 15. Wages | IFB-4 |
| Article 16. Estimates and Payments | IFB-4 |
| Article 17. Contract Drawings | IFB-5 |
| Article 18. Conditions of Work | IFB-6 |
| Article 19. Addenda and Interpretation | IFB-6 |
| Article 20. Shown Quantities and Site Inspection | IFB-6 |
| Article 21. Increase or Decrease of Quantities: Elimination of Items | IFB-6 |
| Article 22. State and Local Tax Exemption | IFB-7 |
| Article 23. Engineering Charges | IFB-7 |
| Article 24. Apprentices | IFB-7 |
| Article 25. Affirmative Action Provisions | IFB-7 |
| Article 26. Certificate of Authority from State of New York | IFB-7 |
| Article 27. Licensing Requirements | IFB-7 |

Attachment No. 1 - Prevailing Wage Rate Schedule

INFORMATION FOR BIDDERS

Proposals to be entitled to consideration must be made in accordance with the following instructions:

1. Sealed proposals for performing the work entitled: RIVER ROAD OVER COLD BROOK BRIDGE REPLACEMENT will be received not later than July 22, 2009 at 2:00 P.M. The awarding of the Contract, if awarded, will be made within forty-five (45) days after the opening of bids.
2. Proposals shall be made according to the form provided therefore, and all blank spaces in the form, that apply, shall be fully filled; numbers shall be stated, both in writing and figures; the signature shall be in longhand; and the completed form shall be without interlineations, alteration or erasures.
3. No proposals will be considered unless received and on hand at the specified time, date, and address to which proposals are to be opened. Proposals en route by mail or other means but not so received and on hand will not be considered. NOTE: THERE IS NO GUARANTEED OVERNIGHT DELIVERY BEFORE 11:00 A.M. TO ELIZABETHTOWN.
4. Proposals shall not contain any recapitulation of the work to be done. No oral, telegraphic, facsimile machine, or telephone proposals or modifications will be considered.
5. Proposals shall be addressed to the Essex County Purchasing Agent, and shall be delivered to the Essex County Purchasing Department, Government Center, 7551 Court Street, Elizabethtown, NY 12932.
6. Before submitting a proposal, bidders shall carefully examine the plans and specifications, visit the site of the work, fully inform themselves as to all the conditions and limitations and shall include in the proposal a sum to cover the cost of all items included in the Contract.
7. The competency and responsibility of the bidders and of their proposed sub-contractors will be considered in making the award.
8. Each proposal shall be accompanied by a Certified Check or Bid Bond in the amount of five percent (5%) of the bid. This shall be made payable to the Essex County Treasurer. The check shall insure the County of Essex of the adherence of the bidder to his proposal, the execution of the Contract, and the furnishing of a faithful performance, labor and materials payment bond by the bidder as specified in the Contract documents, if his proposal is accepted. Bonding company and bond must be approved by the Essex County Attorney.
9. Acceptance of a proposal will be a notice in writing, signed by the Essex County Manager.
10. Any Bidder whose proposal is accepted will be required to execute the Contract within ten (10) days after Notice of Contract has been awarded to the Company.
11. Work shall not be started prior to the Award of the Contract, and the Contractor must diligently continue work without unnecessary delays and with sufficient manpower and equipment to complete the work in the shortest possible time, which is, on or before December 31, 2009.
12. The Contractor shall upon execution of the Agreement furnish and deliver to the County of Essex a faithful Performance Bond and a labor and materials Payment Bond. He shall furnish and maintain said bonds at his own expense and without expense to the County until final acceptance of the work covered by the Agreement. Each bond

coverage shall be one hundred percent (100%) of the amount of the total Contract price. The furnishing of the bonds shall be a condition precedent to the effectuation of an Agreement between the County and the Contractor. The bonds shall be in a form satisfactory to the County and shall be issued by a Surety Company licensed to do business in the State of New York.

13. It is a requirement of the County of Essex that for work performed under Contract that the Contractor procure and maintain at his own expense and without expense to the County, until final acceptance of the work by the County, the insurance listed below.

Before Commencement of any work, a Certificate or Certificates of Insurance must be furnished the County in forms satisfactory to the County Attorney.

All Certificates of Insurance must provide that the policy or policies shall not be changed or canceled until after at least thirty days (30) prior written notice has been given to the County.

When required by the Department of Public Works the "XCU" exclusion of the policy or policies shall be eliminated or show proof the "XCU" is covered.

THE KINDS OF INSURANCE, LIMITS, AND/OR CONDITIONS ARE AS FOLLOWS:

A. Worker's Compensation -- statutory - covering all operations and locations involved in the Contract.

B. Comprehensive General Liability - covering all operations and locations involved in the Contract including the following coverages:

1. Premises Operations
2. Independent Contractors and Sub-Contractors
3. Products and Completed Operations.
4. Broad Form Contractual

C. Comprehensive General Liability - covering all operations and locations involved in the Contract, including the following coverages:

1. Owned Automobiles
2. Hired Automobiles
3. Non-owned Automobiles.

Unless specifically required, each policy shall provide limits of not less than:

Bodily Injury Liability-per occurrence - single limit of \$1,000,000.00

Property Damage Liability-per occurrence - single limit of \$1,000,000.00

D. New York State Disability Benefits - Statutory

STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT

All policies and Certificates of Insurance of the Contractor shall contain the following clauses:

1. Essex County is named as an additional assured. Insurers shall have no right of recovery or subrogation against the County of Essex (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above

described insurance.

2. The clause "other insurance provisions" in a policy in which the County of Essex is named as an insured, shall not apply to the County of Essex.
3. The Insurance Companies issuing the policy or policies shall have no recourse against the County of Essex (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above-described insurance policies shall be assumed by and at the risk of the Contractor.

The following indemnification agreement shall be, and is hereby, a provision of the Contract and shall be endorsed on the reverse side of all Certificates of Insurance:

The Contractor, person or firm agrees to protect, defend, indemnify and hold the County of Essex and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expense or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at his sole expense and agrees to bear all costs and expense related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

14. Blasting - the Contractor shall comply with the requirements of the Penal Law, Section 1918, as amended, regarding blasting.

15. Wages - the Contractor shall pay a minimum wage which shall be equal to the hourly wage as scheduled by the New York State Department of Labor for the various classes of labor, such schedules being the prevailing rate in Essex County at the time of the receipt of bids. (See Attachment No. 1 - Prevailing Wage Rate). In addition, the following requirements of the Labor Law of the State of New York shall be complied with:

A. Latest amendments of Sections 220, 220-d and 220-e, 222 and 222-e.

16. Estimates and Payments - As the work progresses but not more than once a month and then on such days as he may fix, the Engineer will make an estimate in writing of the amount and value of the work performed and the materials and equipment incorporated in the work, such as in his opinion is just and fair. The first such estimate will be of the amount and value of work performed and material and equipment incorporated in the work since the Contractor began the work under the Contract. Every subsequent estimate except the final estimate will be of the amount incorporated in the work since the last preceding estimate was made. Except for the final estimate the amount of each such estimate less ten percent (10%) retainage will be paid the Contractor within a reasonable time after the date of completion of such estimate by the Engineer. The retained percentage will be held until payment of the final estimate.

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

The Contractor shall furnish to the Engineer, prior to his making up any partial or final estimate, a copy of his and his sub-Contractor's weekly payrolls for each and every preceding payroll period. The payroll submitted shall be a certified true copy and shall contain full information including, but not limited to, the number of hours worked, rate, classification and total sum paid each employee charged to or working on the job.

With all except the first estimate, the Contractor shall furnish to the Engineer a sworn statement listing all unpaid bills and liabilities incurred under the Contract. Where there are any bills or liabilities in excess of money due under any estimate, the Engineer may withhold payment of the estimate pending a satisfactory proof of settlement or adjustment of any excess claims.

Subject to the prior approval of the Superintendent of Public Works, allowances for the value of certain materials or equipment stored on the construction site but not incorporated in the work may be used by the Engineer in making up estimates for partial payment, upon written request by the Contractor, subject to the following conditions.

- A. The material or equipment is stored and maintained on the construction site in first class condition in the manner directed by the Engineer.
- B. The material will not be used or the equipment will not be installed within forty-five (45) days from the date of the submission of the Contractor's request for partial payment.
- C. The Contractor has submitted certified copies of the manufacturer's or vendor's invoices or statements establishing the true purchase value of the material or equipment and evidence that the accounts for the claimed material or equipment have been paid in full.

Allowances for such materials or equipment shall not exceed ninety percent (90%) of the stored material or equipment, but the actual allowances incorporated in the estimates will be at the discretion of the Engineer.

Upon the completion of the required work as shown and specified in the Contract documents, should the final estimate of quantities show either an increase or decrease from the approximate estimates of quantities, then such variations will be computed at the unit price bid and the final estimate will be that arrived at by adding or deducting the respective amount from the gross sum bid.

The final estimate will be prepared after the work has been completed; tested and approved by the Engineer and after acceptance of the work has been given by the Superintendent of Public Works. No final estimate will be approved for payment unless and until the Contractor furnishes satisfactory proof that all bills and liabilities incurred under the Contract have been paid in full. Payments on the final estimate will not be made prior to the expiration of thirty-one (31) days from the date of acceptance of the work.

17. Contract Drawings - The following list of Design Drawings; herein made a part of these specifications, show in general and/or in detail the work to be done under this Contract.

- Title Sheet
- S-1 Demolition Plan and Notes
- S-2 Deck Framing Plan & Sections
- S-3 Abutment Plan, Sections and Details

Upon request and after award and execution of the Contract, the successful Bidder will be issued for permanent possession a maximum of five (5) complete sets of the Contract Drawings and Specifications at no cost to him.

Additional sets beyond that number, requested by the Contractor, will be furnished to him by the Department, but at his expense.

18. Conditions of Work. Each Bidder must inform himself fully of the conditions relating to the work to be performed. Failure to do so will not relieve a successful Bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract documents and to complete the contemplated work for the consideration set forth in his bid.

At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract documents (including all addenda).

19. Addenda and Interpretation. No interpretation of the meaning of the plans, specifications or other Contract documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to the Essex County Department of Public Works, 8053 US Route 9, Elizabethtown, NY 12932, and to be given consideration must be received at least five (5) days prior to the date fixed for opening the bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications or plans which if issued will be mailed by Certified Mail with return receipt requested to all prospective Bidders (at the respective Addresses furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation or any other form, instrument or document shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract.

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

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

21. Increase or Decrease of Quantities: Elimination of Items: In entering into this Contract, the Contractor agrees that quantities shown on the proposal sheets opposite items of the work for which unit prices have been requested are approximate estimated quantities, and that during the progress of the work the County may find it advisable and shall have the right to omit portions of the work, and to increase or decrease the whole work; and that the County reserves the right to add to or take from the total amount of the work up to a limit of thirty percent (30%) of the total amount of the Contract based upon the executed Contract price for all the specified work.

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

The aforesaid thirty percent (30%) pertains to the total amount of the Contract and not to any individual item. Individual items may be increased or decreased any amount or may be eliminated entirely if so ordered by the Engineer, excepting that the total amount of the Contract shall not be increased or decreased more than thirty percent (30%) except by mutual agreement between both parties thereto.

22. State and Local Sales Tax Exemption. The Contractor's attention is directed to the changes made in Section 1115 of the Tax Law of New York State by Chapters 513 and 514 of the Laws of 1974. In connection with capital improvement Contracts entered into on or after September 1, 1974, all tangible personal property which will become an integral component of a structure, building or real property of New York State, or any of its political subdivisions, including the County of Essex, is exempt from State and Local retail sales tax and compensating use tax.

In formulating their proposals, all Bidders shall exclude any dollar amounts for the payment of State and Local retail sales tax and compensating use tax. The successful Bidder shall be obligated to file the required Contractor Exempt Purchase Certificates, a sample of which is reproduced on the following pages of this Information for Bidders.

23. Engineering Charges. When the work embraced in the Contract is not completed on or before the date specified herein, engineering and inspection expenses incurred by the County of Essex upon the work from the completion date originally fixed in the Contract to the final date of completion of work may be charged to the Contractor and be deducted from the final monies due the Contractor. Consideration of any extra work or supplemental Contract work added to the original will be given due consideration by the County before assessing engineering and inspection charges against the Contractor. Such charges will be assessed, however in cases where in the opinion of the Engineer, the work has been unduly delayed by the Contractor.

24. Apprentices. The attention of all Bidders is directed to Section 220 (3-e) of the New York State Labor Law, which is hereby incorporated herein by reference, which requires, among other things, that "Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide program registered with the New York State Department of Labor".

25. Affirmative Action Provision. During the performance of this Contract, the Contractor agrees that he will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to include, or require the inclusion of the above provision in any subcontract made pursuant to its Contract with the County.

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

27. Licensing Requirements. On building alterations and new building construction Contracts, it shall be a requirement that all electrical and plumbing work be done under the direct supervision of a licensed electrician or plumber. For the purpose of this Contract, licensing shall mean licensure in a municipality in the geographic limits of Essex, Warren, Clinton, or Franklin Counties.



David A. Paterson, Governor

M. Patricia Smith, Commissioner

Essex County Government
Linda Wolf, Purchasing Agent
7551 Court St.
Elizabethtown NY 12932

Schedule Year 2008 through 2009
Date Requested 06/22/2009
PRC# 2009005710

Location St. Armand
Project ID#
Project Type Concrete Bridge.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

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

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

Hours

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

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the 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 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

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

Summary of Notice Posting Requirements

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



David A. Paterson, Governor

M. Patricia Smith, Commissioner

Essex County Government
Linda Wolf, Purchasing Agent
7551 Court St.
Elizabethtown NY 12932

Schedule Year 2008 through 2009
Date Requested 06/22/2009
PRC# 2009005710

Location St. Armand
Project ID#
Project Type Concrete Bridge.

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

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

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

NEW LEGISLATION

Effective February 24, 2008

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

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

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

THIS IS A **PUBLIC WORK PROJECT**

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

*Chapter 629
of the
Labor Laws
of 2007*

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

They can also be found at

www.labor.state.ny.us

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

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

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

Contractor Name:

Project Location:



NEW LEGISLATION

Effective July 18, 2008

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

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

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

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

Where to find OSHA 10-hour Construction Course

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

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

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

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

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

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

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingletin@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_osh.cfm

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

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

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

The advertised specifications for every contract for public work of \$250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors receive such training “prior to the performing any work on the project.”

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- copies of bona fide course completion card;
- training roster, attendance record 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 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.

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.

(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

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)*

Requestor Information

Name: _____
 Title: _____ Date : _____

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

| Job Classification | Tag # | Applicable Counties | Check Box |
|---------------------------|--------------|--|--------------------------|
| 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 | Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates | <input type="checkbox"/> |
| Electrician | 86 | Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming | <input type="checkbox"/> |
| Electrician Lineman | 1049Line/Gas | Nassau, Suffolk | <input type="checkbox"/> |
| Electrician Lineman | 1249a | Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates | <input type="checkbox"/> |
| Elevator Constructor | 138 | Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester | <input type="checkbox"/> |
| Elevator Constructor | 14 | Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming | <input type="checkbox"/> |
| Elevator Constructor | 27 | Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates | <input type="checkbox"/> |
| Elevator Constructor | 35 | Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington | <input type="checkbox"/> |
| Elevator Constructor | 62.1 | Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins | <input type="checkbox"/> |
| Glazier | 677.1 | Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates | <input type="checkbox"/> |
| Insulator - Heat & Frost | 30-Syracuse | Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins | <input type="checkbox"/> |

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

| Job Classification | Tag # | Applicable Counties | Check Box |
|-------------------------------------|---------------------|--|--------------------------|
| Operating Engineer - Heavy& Highway | 832H | Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates | <input type="checkbox"/> |
| Painter | 178 B | Broome, Chenango, Tioga | <input type="checkbox"/> |
| Painter | 178 E | Chemung, Schuyler, Steuben | <input type="checkbox"/> |
| Painter | 178 O | Delaware, Otsego | <input type="checkbox"/> |
| Painter | 31 | Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca | <input type="checkbox"/> |
| Painter | 38.O | Oswego | <input type="checkbox"/> |
| Painter | 4-Buf,Nia, Olean | Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming | <input type="checkbox"/> |
| Painter | 4-Jamestown | Cattaraugus, Chautauqua | <input type="checkbox"/> |
| Sheetmetal Worker | 46 | Livingston, Monroe, Ontario, Seneca, Wayne, Yates | <input type="checkbox"/> |
| Teamster - Bldg./Heavy&Highway | 445B/HH | Dutchess, Orange, Rockland, Sullivan, Ulster | <input type="checkbox"/> |
| Teamster - Heavy&Highway | 294h/h | Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington | <input type="checkbox"/> |
| Teamster - Heavy&Highway | 317a.hh | Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates | <input type="checkbox"/> |
| Teamster - Heavy&Highway | 693.H/H | Broome, Chenango, Delaware, Otsego, Tioga | <input type="checkbox"/> |

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

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

Essex County General Construction

Asbestos Worker **06/01/2009**

JOB DESCRIPTION Asbestos Worker **DISTRICT 9**

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

WAGES
 Per hour
 07/01/2007

Asbestos Worker
 Removal & hazardous
 abatement Only \$ 20.83

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

SUPPLEMENTAL BENEFITS
 Per hour paid
 Journeyman \$ 14.65

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

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (2, 4, 6, 25) on HOLIDAY PAGE

*Code Q applies to 4,6,25.
 **Code T applies to 2.

9-201North

Boilermaker **06/01/2009**

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
 07/01/2008 10/01/2008
 Boilermaker \$ 28.55 \$ 29.65

SUPPLEMENTAL BENEFITS
 Per hour worked
 Journeymen \$ 8.96 \$ 8.96
 Plus Plus
 36.6% 36.6%
 of of
 Wage Wage

OVERTIME PAY
 See (B, E, *Q) on OVERTIME PAGE
 * DOUBLE TIME AFTER TEN HOURS ON MON.-SAT.

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

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 **06/01/2009**

JOB DESCRIPTION Carpenter - Building **DISTRICT 1**

ENTIRE COUNTIES
 Clinton, Essex, Franklin

WAGES

Per hour:

| | 07/01/2008 | 06/01/2009 Additional | 06/01/2010 Additional |
|---------------------|------------|--------------------------|--------------------------|
| Carpenter | \$ 22.66 | \$ 1.50 | \$ 1.50 |
| Soft Floor Layer | 22.66 | 1.50 | 1.50 |
| Carpet Layer | 22.66 | 1.50 | 1.50 |
| Dry-Wall Applicator | 22.66 | 1.50 | 1.50 |
| Lather | 22.66 | 1.50 | 1.50 |
| Piledriver (Bldg) | 22.81 | 1.50 | 1.50 |
| Diver Wet Day | 58.75 | 1.25* | 1.25* |
| Diver Dry Day | 23.66 | 1.50 | 1.50 |
| Diver Tender | 23.66 | 1.50 | 1.50 |
| Welder | 22.66 | 1.50 | 1.50 |

State or Federal Designated hazardous site, requiring protective gear shall be an additional \$1.50 per hour.

*Divers \$1.25 raise becomes effective on July 1st of each year, not June 1st.

SUPPLEMENTAL BENEFITS

Supplement Benefits per hour worked:

Journeyman \$12.915

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1 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 terms | \$ 6.185 |
| 2nd year terms | 9.535 |
| 3rd year terms | 12.915 |
| 4th year terms | 12.915 |
| 2 | |

1-1042

Carpenter - Heavy&Highway **06/01/2009**

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT 1**

ENTIRE COUNTIES
 Clinton, Essex, Franklin, Hamilton, Warren, Washington

WAGES

Per hour:

| | 07/01/2008 | 07/01/2009 |
|--|------------|------------|
|--|------------|------------|

| | | Additional |
|-----------------|----------|------------|
| Carpenter | \$ 26.39 | \$ 1.65 |
| Piledriver | 26.39 | 1.65 |
| Millwright | 26.39 | 1.65 |
| Dockbuilder | 26.39 | 1.65 |
| Diver Wet Day | 58.75 | 1.25 |
| Diver - Tender | 27.39 | 1.65 |
| Diver - Dry Day | 27.39 | 1.65 |

State or Federal designated hazardous site, requiring protective gear shall be an additional \$1.50 per hour.
 Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 12.90

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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 | \$ 6.20 |
| 2nd year terms | 9.55 |
| 3rd year terms | 12.90 |
| 4th year terms | 12.90 |

1-370/1042H/H

Electrician

06/01/2009

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

| Per hour: | 07/01/2008 | 04/01/2009 |
|----------------------|------------|------------|
| Electrician | \$ 29.25 | Addtl |
| Cable Splicer | 30.75 | \$ 1.50 |
| Tunnel worker/welder | 30.75 | |

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 12.90
 *plus 3% of gross wage

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS WORKED BETWEEN THE HOURS LISTED BELOW: The employer may be permitted to adjust the starting hours of the shift by up to two (2) hours if required by the agency.

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% |

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 | to 2000 | to 3500 | to 5000 | to 6500 | to 8000 |
|--------------------|----------|----------|----------|----------|----------|----------|
| | 40% | 45% | 50% | 60% | 70% | 80% |
| 07/01/2008 | \$ 11.70 | \$ 13.16 | \$ 14.63 | \$ 17.55 | \$ 20.48 | \$ 23.40 |
| Tunnel apprentices | | | | | | |
| 07/01/2008 | \$ 13.20 | \$ 14.66 | \$ 16.13 | \$ 19.05 | \$ 21.98 | \$ 24.90 |

Supplemental Benefits per hour worked:

| | |
|----------------------|--|
| Appr 1st & 2nd term | \$ 5.54 * plus 3% of gross wage |
| Appr All other terms | \$ 12.90 * 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

06/01/2009

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Columbia: Only the Townships of Stuyvesant, Kinderhook, Chatham, Canaan, Stockport, Ghent, Austerlitz, Greenport, Claverack, Hillsdale and New Lebanon.
 Greene: Towns of Durham, Greenville, New Baltimore, Cosacki, Ciro, & Athens

WAGES

| Per hour | 07/01/2008 | 01/01/2009 |
|----------|------------|------------|
| Mechanic | \$ 35.46 | \$ 36.46 |
| Helper | \$ 24.82 | \$ 25.52 |

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked

| | | |
|------------|-----------------------------|-----------------------------|
| Journeyman | \$ 16.285 +8% of wage | \$ 18.285 +8% of wage |
|------------|-----------------------------|-----------------------------|

| | | |
|--------|---------|---------|
| Helper | 16.285 | 18.285 |
| | +6% | +6% |
| | of wage | of wage |

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

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

Supplemental Benefits per hour worked

| | | |
|-------------|-----------|-----------|
| Apprentices | \$ 16.285 | \$ 18.285 |
| | +6% | +6% |
| | of wage | of wage |

1-35

Glazier

06/01/2009

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

07/01/2008

Glazier base wage \$ 22.50
 + additional \$0.60 per hour for all hours worked

*High Work Base Wage 25.65
 + additional \$3.35 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.

SUPPLEMENTAL BENEFITS

Per hour worked

| | |
|------------|----------|
| Journeyman | \$ 11.48 |
| Journeyman | |
| High Work | 15.73 |

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

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 \$0.60 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 \$3.35 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

Apprentice \$ 11.48

Apprentice
 High Work 15.73

1-201

Insulator - Heat & Frost

06/01/2009

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

| Per Hour | 07/01/2008 | 05/01/2009 Additional |
|----------------------|------------|--------------------------|
| Asbestos Worker | \$ 26.34 | \$ 1.50 |
| Insulator | \$ 26.34 | 1.50 |
| Firestopping Worker* | \$ 22.39 | 1.50 |

* On Mechanical Systems only.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 16.20

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

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 \$ 16.20

1-40

Ironworker

06/01/2009

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 | 07/01/2008 |
|-------------|------------|
| Ornmental | \$ 25.65 |
| Reinforcing | 25.65 |
| Rodman | 25.65 |

| | |
|------------------------|-------|
| Sheeter Bucker-up | 25.78 |
| Structural & Precast | 25.65 |
| Mover/Rigger | 25.65 |
| Fence Erector | 25.65 |
| Stone Derrickman | 25.65 |
| Sheeter | 25.90 |
| Curtain Wall Installer | 25.65 |
| Metal Window Installer | 25.65 |

SUPPLEMENTAL BENEFITS

Per hour worked

JOURNEYMAN \$ 19.06

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour
 one YEAR TERMS AT THE FOLLOWING WAGE RATES:

| | |
|--------|----------|
| 1st yr | \$ 15.00 |
| 2nd yr | 17.00 |
| 3rd yr | 19.00 |
| 4th yr | 21.00 |

Supplemental Benefits per hour worked

| | |
|----------|---------|
| 1st year | \$ 8.00 |
| 2nd year | 14.93 |
| 3rd year | 15.92 |
| 4th year | 16.91 |

1-12

Laborer - Building **06/01/2009**

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, Driller, Metal formsetter (sidewalk) and Curb Setter, Asphalt Raker, Tail/Screwman on paving machine, Wagon Jack and Wagon Drill.

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

07/01/2008

| | |
|-----------|----------|
| Group # A | \$ 18.88 |
| Group # B | 19.03 |
| Group # C | 19.18 |
| Group # D | 19.33 |

Group # E 19.38
 Group # F 19.88

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 12.86

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

1000 HR.terms at the following percentage of Base Rate A.

| | | | |
|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th |
| 60% | 70% | 80% | 90% |

Supplemental Benefits per hour worked

Apprentices \$ 12.86

1-186ew

Laborer - Heavy&Highway **06/01/2009**

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, Gunit, Seeding, and Sand Blasting), Laborers on Chain Link Fence, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C:

All Rock or Drilling Machine Operators (Except Quarry Master and Similar Type), 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 | 07/01/2008 | 07/01/2009 Additional |
|----------------|------------|--------------------------|
| Group # A | \$ 22.04 | \$ 1.48 |
| Group # B | 22.24 | 1.48 |
| Group # C | 22.44 | 1.48 |
| Group # D | 22.64 | 1.48 |
| Group # E | 24.04 | 1.48 |

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 \$ 13.05

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 per hour

1000 hr. term at the following percentage of Group A rate.

| 1st | 2nd | 3rd | 4th |
|-----|-----|-----|-----|
| 60% | 70% | 80% | 90% |

Supplements per hour worked

Apprentices \$ 13.05

1-186/2h

Lineman Electrician

06/01/2009

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:

Includes Teledata Work within Ten feet of High Voltage Transmission Lines

| | 07/01/2008 | 05/04/2009 |
|--------------------------|------------|------------|
| Lineman/Tech./Welder | \$ 42.19 | \$ 44.30 |
| Cable splicer | 42.19 | 44.30 |
| Digging Machine Operator | 37.97 | 39.87 |
| Tractor Trailer Driver | 35.86 | 37.66 |
| Groundman/Truck Driver | 33.75 | 35.44 |
| Mechanic 1st Class | 33.75 | 35.44 |
| Flagman | 25.31 | 26.58 |

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

Above rates applicable on all overhead 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.

| | | |
|---------------------------------|----------|----------|
| Lineman/Technician/Welder | \$ 40.98 | \$ 43.08 |
| Digging Machine Operator | 36.88 | 38.77 |
| Tractor Trailer Driver | 34.83 | 36.62 |
| Groundman/Truck Driver | 32.78 | 34.46 |
| Mech. 1st Class | 32.78 | 34.46 |
| Flagman | 24.59 | 25.85 |
| Certified WelderPipe Type Cable | 43.03 | 45.23 |
| Cable Splicer pipe type cable | 45.08 | 47.39 |

Additional 1.00 per hour for entire crew when a helicopter job.

Above rates apply on Switching Structures, Maintenance projects, Railroad Catenary install/maint, Third rail installation, Bonding of Rails and pipe type cable and installation of Fiber Optic Cable.

| | | |
|--------------------------|----------|----------|
| Lineman /Techician | \$ 39.67 | \$ 41.78 |
| Welder/Cable Splicer | 39.67 | 41.78 |
| Digging Machine Operator | 35.70 | 37.60 |
| Tractor Trailer Driver | 33.72 | 35.51 |
| Groundman/Truck Driver | 31.74 | 33.42 |
| Mechanic 1st Class | 31.74 | 33.42 |

| | | |
|---------|-------|-------|
| Flagman | 23.80 | 25.07 |
|---------|-------|-------|

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

Above rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of Fiber Optic Cable where no other construction trades are or have been involved.

| | | |
|-------------------------------|----------|----------|
| Lineman/Technician | \$ 39.67 | \$ 41.78 |
| Cable Splicer pipe type cable | 43.64 | 45.96 |
| Certified Welder pipe type | 41.65 | 43.87 |
| Digging Machine Operato | 35.70 | 37.60 |
| Tractor Trailer Driver | 33.72 | 35.51 |
| Mechanic 1st Class | 31.74 | 33.42 |
| Groundman/Truck Driver | 31.74 | 33.42 |
| Flagman | 23.80 | 25.07 |

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

Above rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work"

**** 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.

| | |
|---------------------------------|---------------------------------|
| \$ 12.00 | 12.25 |
| *plus 7% of hourly wage paid | *plus 7% 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. Election Day.
 Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Gov. 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.

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

*NOTE: The 7% is based on the hourly wage paid, straight time rate or premium rate.

Lineman Electrician - Teledata

06/01/2009

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

FOR WORK OUTSIDE BUILDING PROPERTY LINES.

07/01/2008

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

\$4.43
*plus 3% of hourly wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting

06/01/2009

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:

| | 07/01/2008 | 05/04/2009 |
|------------------------|------------|------------|
| Certified Welder | \$ 38.20 | \$ 40.16 |
| Lineman/Technician | 36.38 | 38.25 |
| Digging Mach | 32.74 | 34.43 |
| Tractor trailer driver | 30.92 | 32.51 |
| Groundman Truck Driver | 29.10 | 30.60 |
| Mechanic 1st Class | 29.10 | 30.60 |
| Flagman | 21.83 | 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:

The following SUPPLEMENTAL BENEFITS apply to all classifications including apprentices.

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

NOTE: Additional \$1.00 per hr. for entire crew when a helicopter is used.
 *NOTE: The 6.5% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: DOUBLE TIME FOR ALL EMERGENCY WORK DESIGNATED BY THE DEPT. OF JURISDICTION.

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

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

HOLIDAY

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

REGISTERED APPRENTICES

(1000) hour terms at the following percentage of Journeymans Wage.

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

6-1249a-LT

Lineman Electrician - Tree Trimmer

06/01/2009

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 overhead electrical, telephone and CATV lines.

07/01/2008

| | |
|----------------|----------|
| Tree trimmer | \$ 21.22 |
| Equip Operator | 18.72 |
| Mechanic | 18.72 |
| Truck Driver | 15.82 |
| Ground person | 12.99 |
| Flag person | 9.25 |

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 5.60
 *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, 10, 15, 16) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 10, 15, 16) on HOLIDAY PAGE

6-1249TT

Mason - Building **06/01/2009**

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 | 07/01/2008 | 05/01/2009 Additional | 05/01/2010 Additional |
|-------------------------|------------|--------------------------|--------------------------|
| Bricklayer | \$ 23.31 | \$ 1.54 | \$ 1.59 |
| Cement Finish | 23.31 | 1.54 | 1.59 |
| Plasterer/Fireproofers* | 23.31 | 1.54 | 1.59 |
| Tuck Pointer | 23.31 | 1.54 | 1.59 |

*Fireproofers on Structural only.
 Additional \$.25 per hour for work on swing scaffold.
 Additional \$.50 for acid brick work, work on two man swinging cable scaffold, counterbalanced scaffold and bosun chair.
 Additional \$1.00 for two man swing scaffold work 100' to 200'
 Additional \$2.00 for two man swing scaffold work over 200'

SUPPLEMENTAL BENEFITS

Per hour worked

| | |
|------------|----------|
| Journeyman | \$ 14.18 |
|------------|----------|

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

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 paid

| | |
|------------|---------|
| 1st term | \$ 8.78 |
| All others | 14.18 |

1-2b.8

Mason - Building **06/01/2009**

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 | 07/01/2008 |
|---|------------|
| Marble, Tile, Slate & Terrazzo Setter | \$ 26.81 |
| Finisher | 21.05 |

SUPPLEMENTAL BENEFITS

Per hour worked

| | |
|---------------------|----------|
| Journeyman Setter | \$ 14.89 |
| Journeyman Finisher | 12.71 |

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 500 hours 60%
 2nd term 1000 hours 80%
 3rd term 500 hours 90%

Finisher:
 1st term 500 hours 70%
 2nd term 1000 hours 80%
 3rd term 500 hours 90%

Supplemental Benefits per hour worked

Setter:
 1st term \$ 8.89
 All others 14.89

Finishers:
 1st term \$ 8.45
 All others 12.71

1-2TS.1

Mason - Heavy&Highway

06/01/2009

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: All classifications except Cement Masons.

WAGES

| | | |
|--------------------|------------|--------------------------|
| Per hour | 07/01/2008 | 07/01/2009 Additional |
| Mason & Bricklayer | \$ 27.23 | \$ 1.71 |

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 14.47

OVERTIME PAY

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

HOLIDAY

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

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

1st term \$ 8.72

All others 14.47

1-2hh.1

Millwright

06/01/2009

JOB DESCRIPTION Millwright

DISTRICT 1

ENTIRE COUNTIES

Clinton, Essex, Franklin

WAGES

Per hour: 07/01/2008

Millwright \$ 23.75
Millwright Welder &
Hazardous Waste Work 25.00

SUPPLEMENTAL BENEFITS

Supplement Benefits per hour worked:

Journeyman Millwright \$ 13.15

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

| 1st | 2nd | 3rd | 4th |
|-----|-----|-----|-----|
| 50% | 60% | 70% | 80% |

Supplemental Benefits per hour worked:

Millwrights
1st Year Term \$ 6.20
2nd Year Term 10.37
3rd Year Term 11.065
4th Year Term 11.76

1-1163b

Operating Engineer - Building

06/01/2009

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess (to the northern boundary line of City of Poughkeepsie, then due east to Route 115, then north along 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, and along Rt. 44 east to route 343, then along route 343 east to the northern boundary of Town of Dover Plains, and east along the northern boundary of Town of Dover Plains to Connecticut).
Herkimer: East of a North/South line through the Railroad Station at Little Falls.

WAGES

Master Mechanic:

CLASS A1:

Crane, Hydraulic Cranes, Tower Crane, Locomotive Crane, Piledriver, Cableway, Derricks, Whirlies, Dragline, Boom truck over 5 ton.

CLASS A:

Maintenance Engineer, Self-Contained Crawler Drill, Hydraulic Rock drill, shovel, All Excavators including rubber tire & full swing. Backhoe(except tractor mtd. rubber tired), 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, Tractor road paver, Boom Trucks 5 ton & under.

CLASS B:

Backhoe(rubber tired backhoe/loader combination), Bulldozer, Push cat, Tractor, Traxcavator, Scraper, LeTourneau grader, Form fine Grader, Road Roller, Blacktop Roller, Blacktop Spreader, Power Brooms, Sweepers, Trenching Machine, Barber Greene loader, Side booms, Hydro hammer, Concrete spreader, Concrete finishing machine, One Drum Hoist, Power Hoisting(single drum), hoist-two drum or more, 3 Drum Eng., power hoisting (2 drum & over) 2 & 3 Drum & Swing Engine, Hod Hoist, A-L Frame Winchs, Core & Well Drillers(one drum), Post Hole Digger, CHB Vibro Tamp or Similar Mach. Batch Pin & Plant Oper., Dinky Locom., Skid Steer loader, Track excav. 5/8 cu yd or under.

CLASS C:

Forklift, High Lift, Lull, Oiler, Fireman and Heavy-duty Greaser, Boilers, Steam Generators, Vibrator, Mortar Mixer, Air Compressor, Dust Collector, Welding Machine, Well Point, Mechanical Heater, Generators, Temporary Light Plants, Electric Submersible Pump 4" and over, Murphy type diesel generator, Conveyor, Elevators, Concrete Mixer and Belcrete power pack (Belcrete system), Seeding & Mulching Machines, Pumps and Pump Truck.

* 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

07/01/2008

| | |
|------------|----------|
| Class # A1 | \$ 31.98 |
| Class # A | 31.54 |
| Class # B | 30.63 |
| Class # C | 28.06 |

Cranes: over 150 ft add .50 per hr, Cranes: over 200 ft add 1.00 per hr, tower Cranes add .50 per hr over class A1 rate.

Additional \$ 2.50 per hr. for hazardous or toxic waste work.
Additional \$ 2.00 per hr over B rate for Nuclear Leader work.
Additional \$.40 per hr for tunnel or excavation of shaft 40' or more deep.

SUPPLEMENTAL BENEFITS

Per hour paid

| | |
|------------|----------|
| Journeyman | \$ 17.37 |
|------------|----------|

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

1000 hours terms at the following percentage of Journeyman's wage

| | | | |
|---------|---------|---------|---------|
| 1st | 2nd | 3rd | 4th |
| 60% of | 70% of | 80% of | 90% of |
| Class B | Class B | Class B | Class B |

Supplemental Benefits per hour paid

| | |
|-------------|----------|
| All classes | \$ 13.55 |
|-------------|----------|

1-106b

Operating Engineer - Heavy&Highway

06/01/2009

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES

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

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

Herkimer: East of a North/South line through the Railroad Station at Little Falls.

WAGES

MASTER MECHANIC:

CLASS 1A:

Crane, Cherry Picker(over 5 ton capacity, Derricks (steel erection) Dragline, Overhead Crane (gantry or straddle), Piledriver, Boom Truck (Over 5 tons).

CLASS A:

Automated Concrete Spreader(CMI Type), Automatic Fine Grader, Backhoe(except tractor-mounted,rubber tired), Backhoe Excavator Full Swing (CAT 212 or similar), Belt Placer(CMI Type), Blacktop Plant (automated), Cableway,Caisson Auger, Central Mix Concrete Plant (automated), Concrete Pump(8" or over), Dredge, Dual Drum Paver, Excavator (all purpose-hydraulic Gradall or Similar), Profiler (over 105 H.P.), Front End Loader (4c.y.& over), Head Tower (Sauerman or equal), Hoist (two or three Drum), Mine Hoist, Holland Loader, Mucking Machine or Mole, Power Grader, Quad 9, Quarry Master (or equivalent),Scraper, Shovel, Side Boom, Slip Form Paver (If second man is needed, he shall be an Oiler), Tractor Drawn Belt Type Loader, Truck or Trailer Mounted Chipper(self-feeding), Tug & Operator (manned, rented equipment excluded) & Tunnel Shovel, Maintenance Engineer, Concrete Curb Machine, Self-Propelled Slip Form, Boom Truck 5 tons and under,Directional Drilling Machine,Back Filling Machine, Side Boom, Pavement Breaker (sp) Wertgen;PB-4 & similar type.

CLASS B:

Backhoe (Tractor-Mounted,Rubber Tired), Bituminous Spreader & Mixer, Blacktop Plant (non-automated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant(Non Automated), All Concrete Batching Plants, Cherry Picker (5 ton capacity & under), Compressors (4 or less exceeding 2000 cfm combined capacity), Concrete Paver over 16S, Concrete Pump(Under 8"), Bituminous Recycling machine Crawler Drill Self Contained, Crusher, Diesel Power Unit, Drill Rigs (Tractor Mounted), Front End Loader(under 4 c.y.), Hi-Pressure Boiler (15 lbs.& over), Hoist(One Drum), Kolman Plant Loader & similar type loaders(if employer requires another man, he shall be Oiler), L.C.M.Work Boat Operator, Locomotive, Greaseman/Lubrication Eng, Welder, Mixer(for stabilized base-self propelled), Monorail Machine,Plant Engineer, Profiler (105 H.P.or under), Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller(all above sub-grade), Sea Mule,Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Winch and Winch Cat, Hydro-Axe, Pug Mill, Skidder, Self-contained Ride-on Rock Drill, excluding Air-Track type drill.

CLASS C:

A Frame(Winch Hoist on)Truck, Ballast Regulator(ride on) Bituminous Heater Self-Propelled, Concrete Pavement Spreaders and Finishers, Conveyor, Drill (core), Drill (well), Farm Tractor with Accessories, Fine Grade Machine, Fork Lift, Grout Pump, Gunite Machine, Hammers(hydraulic-self propelled); Hydra-Spiker(ride-on); Hydro-Blaster(water),Power Sweeper, Post Hole Digger & Post Driver, Roller(grade & fill), Scarifier(ride-on), Span Saw(ride-on) Tamper(ride-on), All ride-on Tie Extractors, Tie Handlers, Tie Spacers, Tie Inserters & Track Liners, Tractor(with towed access.), Vibratory Compactor, Vibro Tamp, Well Point, Tire repair, Skid Steer Bobcat or similar loader, Aggregate Plant, Boiler (used with production), Cement and bin Operator, Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants, Heaters Concrete Paver or Mixer (165 & under), Concrete Saw (self propelled), Form Tamper, Fireman, Hydralic Pump (jacking system) Mulching Machine, Oiler, Parapet concrete or pavement grinder, Power Broom (towed), Power Heaterman, Revinius Widener, Shell Winder, Steam Cleaner, Tractor, Directional Drilling Machine Locator, Pump Truck.

* 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

07/01/2008

| | |
|-----------------|----------|
| Master Mechanic | \$ 33.15 |
| Class 1A | 31.97 |
| Class A | 31.54 |
| Class B | 30.63 |
| Class C | 28.06 |

ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR SHIFT STARTING FROM 5:00 PM TO 1:00 AM THAT IS GOVERNMENTALLY MANDATED NIGHT WORK, SHALL BE PAID AN ADDITIONAL \$2.00 PER HOUR.

\$0.50 per hr additional for Crane with Boom length & gib 150ft. and over.

\$1.00 " " " " " " " " " " " " 200ft. " "

Additional \$2.50 per hr. for hazardous or toxic waste work.

SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman \$ 17.55

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 per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

| | | | |
|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th |
| 60% | 70% | 80% | 90% |

Supplemental Benefits per hour paid

All Terms \$ 13.55

1-106h

Operating Engineer - Marine Construction

06/01/2009

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

| | | |
|---|-----------------------|------------|
| DIPPER, CLAMSHELL DREDGES & HYDRAULIC DREDGES | 07/01/2008-09/30/2008 | 10/01/2008 |
|---|-----------------------|------------|

CLASS A

| | | |
|------------------------------------|----------|----------|
| Operator, Leverman, Lead Dredgeman | \$ 32.09 | \$ 32.89 |
|------------------------------------|----------|----------|

CLASS B

| | | |
|---|---------|----------|
| Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer | \$27.94 | \$ 28.49 |
|---|---------|----------|

| | | |
|---|----------|----------|
| Certified Welder, Boat Operator(licensed) | \$ 26.29 | \$ 26.84 |
|---|----------|----------|

CLASS C

| | | |
|--|----------|----------|
| Drag Barge Operator, Steward, Mate, Assistant Fill Placer, Welder (please add) | \$ 25.49 | \$ 26.14 |
| | \$ 0.51 | \$ 0.06 |

| | | |
|---------------|----------|----------|
| Boat Operator | \$ 24.79 | \$ 25.29 |
|---------------|----------|----------|

CLASS D

| | | |
|--|----------|----------|
| Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor | \$ 20.64 | \$ 21.09 |
| Oiler(please add) | \$ 0.09 | \$ 0.09 |

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

| | | |
|-------------------|-----------------------|--------------|
| | 07/01/2008-09/30/2008 | 10/01/2008 |
| All Classes A & B | \$ 7.80 plus | \$ 8.05 plus |

| | | |
|----------------------|---|---|
| (overtime hours add) | 7% of straight time wage \$ 0.63 | 7% of straight time wage \$ 0.63 |
| All Class C | \$ 7.50 plus 7% of straight time wage | \$ 7.75 plus 7% of straight time wage |
| (overtime hours add) | \$ 0.48 | \$ 0.48 |
| All Class D | \$ 7.20 plus 7% of straight time wage | \$ 7.45 plus 7% of straight time wage |
| (overtime hours add) | \$ 0.23 | \$ 0.23 |

OVERTIME PAY
 See (B, F, R) on OVERTIME PAGE

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Operating Engineer - Survey Crew **06/01/2009**

JOB DESCRIPTION Operating Engineer - Survey Crew **DISTRICT 6**

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, 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

PARTIAL COUNTIES

Dutchess: : The Northern portion of the county from the Northern boundry line of the City of Poughkeepsie North.

WAGES

Per hour:

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party. Instrumentman- One who runs the instrument and assists the Party Chief. Rodman- One who holds the rods and in general, assists the survey party.

07/01/2008

| | |
|----------------------|---------|
| Survey Rates: | |
| Party Chief | \$29.82 |
| Instrument/Rodperson | 27.05 |

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 | \$16.30 |
|------------|---------|

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
 (1 yr. or 1000 hrs.) terms at the following wage rates.

| | | | |
|------------|-------|-------|-------|
| | 1st | 2nd | 3rd |
| 07/01/2008 | 16.23 | 18.94 | 21.64 |

Supplemental Benefits:
 Per hour worked:

Apprentices \$16.30 6-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer 06/01/2009

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT 6**

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, 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

PARTIAL COUNTIES

Dutchess: the northern portion of the county from the northern boundry line of the City of Poughkeepsie north.

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.

07/01/2008

Survey Rates:

Party Chief \$29.82

Instrument/Rodperson 27.05

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:

\$16.30

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 - Trenchless Pipe Rehab 06/01/2009

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab **DISTRICT 4**

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2008

DSET/DSSET Operator \$ 31.50

Robotic Unit Operator 31.50

DDCC Injection Operator 31.50

Technician/Equipment Operator 27.00

AM Liner/Hydra Seal Installer 27.00

Hobas Pipe, Polyethylene Pipe or Pull and Inflate Liner Inst. 27.00

SUPPLEMENTAL BENEFITS

Per Hour Worked

All Classifications \$ 11.34

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

At One Year Terms
 (Per Hour)

First Year \$ 16.00

Second Year 16.75

Third Year 17.25

Fourth Year 18.00

Supplemental Benefit
 (Per Hour Worked)

All Terms \$ 11.34

4-138TrchPReh

Painter

06/01/2009

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Essex, Hamilton, Warren, Washington

WAGES

Per hour

| | 07/01/2008 | 05/01/2009 Additional | 05/01/2010 Additional | 05/01/2011 Additional |
|--------------------|------------|--------------------------|--------------------------|--------------------------|
| Brush, Taping | \$ 22.00* | \$ 1.35 | \$ 1.35 | \$ 1.35 |
| Paperhanging | 22.00* | 1.35 | 1.35 | 1.35 |
| Spray Rate | 22.00* | 1.35 | 1.35 | 1.35 |
| Lead Abatement | 23.00* | 1.35 | 1.35 | 1.35 |
| Structural Steel** | 23.00* | 1.35 | 1.35 | 1.35 |

*PLUS additional \$0.05 per hour for all hours worked added to the base wage for all above categories of Painter.

**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 Elevated Tanks and Shell Tanks over 55 feet wall height will be performed at the Bridge rate.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 8.71

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

Premium is applied to base wage only.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

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

2nd and 3rd term: Same as Journeyman

9-DC-9/806/155-BrSS

Painter - Line Striping**06/01/2009****JOB DESCRIPTION** Painter - Line Striping**DISTRICT 9****ENTIRE COUNTIES**

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

WAGES

Per hour:

Painter (Striping-Highway): 07/01/2008

Striping-Machine Operator* \$ 25.53

Linerman Thermoplastic \$ 30.79

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

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2008

Journeyman: \$ 9.97 + 7% of wage

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE

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

9-8A/28A-LS

Painter - Metal Polisher**06/01/2009****JOB DESCRIPTION** Painter - Metal Polisher**DISTRICT 9****ENTIRE COUNTIES**

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

WAGES

07/01/2008

Metal Polisher \$ 23.10*

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2008

Journeyman: \$ 11.02

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

55% of Basic Polisher Rate

9-8A/28A-MP

Plumber**06/01/2009****JOB DESCRIPTION** Plumber**DISTRICT 1****ENTIRE COUNTIES**

Essex

WAGES

Per hour

07/01/2008

Plumber &
 Steamfitter

\$ 27.82

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 16.40

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (22) on HOLIDAY PAGE
 Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

One year terms at the following percentage of Journeyman's wage

| | |
|---------------------|---------------------|
| 1st yr 1st half 50% | 1st yr 2nd half 55% |
| 2nd yr 1st half 60% | 2nd yr 2nd half 65% |
| 3rd yr 1st half 70% | 3rd yr 2nd half 75% |
| 4th yr 80% | 5th yr 90% |

Supplemental Benefits per hour worked

| | |
|-----------------|----------|
| 1st yr 1st half | \$ 12.16 |
| 1st yr 2nd half | 12.57 |
| 2nd yr 1st half | 13.00 |
| 2nd yr 2nd half | 13.42 |
| 3rd yr 1st half | 13.85 |
| 3rd yr 2nd half | 14.28 |
| 4th year | 14.70 |
| 5th year | 15.55 |

1-773-SF

Roofer

06/01/2009

JOB DESCRIPTION Roofer

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

| | | |
|--|------------|------------|
| | 07/01/2008 | 06/01/2009 |
| | | Additional |

| | | |
|---------------------|----------|---------|
| Roofer/Waterproofer | \$ 23.65 | \$ 1.50 |
| Pitch & Asbestos | 24.65 | 1.50 |

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 10.62

OVERTIME PAY

See (B, E*Note, 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

REGISTERED APPRENTICES

Wages per hour

(1/2) year terms at the following per cent of the Roofer's rate.

| | |
|-----------------|-----|
| 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 | \$ 9.20 |
| 1st yr 2nd half | 9.39 |
| 2nd yr 1st half | 9.62 |
| 2nd yr 2nd half | 9.82 |
| 3rd yr 1st half | 10.05 |
| 3rd yr 2nd half | 10.25 |

1-241

Sheetmetal Worker **06/01/2009**

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 | 07/01/2008 | 06/01/2009 Additional |
| Sheetmetal Worker | \$ 26.68 | \$ 2.15 |

SUPPLEMENTAL BENEFITS

Per hour worked

| | |
|------------|----------|
| Journeyman | \$ 19.09 |
|------------|----------|

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

REGISTERED APPRENTICES

Wages per hour

| | | |
|-----------|----------|--|
| 1st term | \$ 12.80 | Same Percentage of new Journeyman rate |
| 2nd term | 13.66 | |
| 3rd term | 14.51 | |
| 4th term | 15.08 | |
| 5th term | 16.01 | |
| 6th term | 17.34 | |
| 7th term | 18.68 | |
| 8th term | 20.01 | |
| 9th term | 21.34 | |
| 10th term | 22.68 | |

Supplemental Benefits per hour worked

| | |
|----------|----------|
| 1st term | \$ 12.84 |
| 2nd term | 13.08 |
| 3rd term | 13.33 |
| 4th term | 13.49 |
| 5th term | 15.85 |
| 6th term | 16.26 |
| 7th term | 16.66 |
| 8th term | 17.06 |

9th term 17.47
 10th term 17.87

1-83

Sprinkler Fitter **06/01/2009**

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 | 07/01/2008 | 01/01/2009 | 04/01/2009 | 01/01/2010 |
| Sprinkler Fitter | \$ 29.90 | \$ 29.90 | \$ 30.65 | \$ 30.65 |

SUPPLEMENTAL BENEFITS

Per hour worked

| | | | | |
|------------|----------|----------|----------|----------|
| Journeyman | \$ 16.30 | \$ 17.30 | \$ 17.30 | \$ 18.35 |
|------------|----------|----------|----------|----------|

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

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

| | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
| 50% | 50% | 55% | 60% | 65% | 70% | 75% | 80% | 85% | 90% |

Supplemental Benefits per hour worked

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

1-669

Teamster - Building **06/01/2009**

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.
 Warren: Only the Townships of Hague, Horicon, Chester and Johnsbury.

WAGES

GROUP # 1: Fuel Trucks, Fork Lift (Warehouse & Storage Area Only), Bus, Warehouse, Yardman, Truck Helper, Pickups, Panel Truck, Flatbody Material Trucks (straight Jobs), Single axle Dump Trucks, Dumpsters, Material Checkers & Receivers, Greasers, Tiremen, Mechanic Helpers and Parts Chasers.
 GROUP # 2: Tandems, Mechanics & Batch Trucks.
 GROUP # 3: Semi Trailers, Low Boys, Asphalt Distributor Trucks, and Agitator Mixer Truck, Dump Crete Type Vehicles and 3 axle Dump trucks.
 GROUP # 4: Asbestos Removal, Special earth moving Euclid type or similar off highway equip.(non self load.)

| | | |
|----------------|------------|------------|
| Wages per hour | 07/01/2008 | 06/01/2009 |
| Building: | | |

| | | |
|----------|----------|----------|
| Group #1 | \$ 19.23 | \$ 19.53 |
| Group #2 | 19.28 | 19.53 |
| Group #3 | 19.33 | 19.63 |
| Group #4 | 19.49 | 19.79 |

SUPPLEMENTAL BENEFITS

Per hour worked:

| | | |
|------------|------------|------------|
| | 07/01/2008 | 06/01/2009 |
| All groups | \$ 13.47 | \$ 14.62 |

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

06/01/2009

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.
 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:

| | | |
|----------------|------------|------------|
| | 07/01/2008 | 06/01/2009 |
| Heavy/Highway: | | |
| Group #1 | \$ 22.40 | \$ 22.70 |
| Group #2 | 22.62 | 22.92 |

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:

| | | |
|-------------|------------|------------|
| | 07/01/2008 | 06/01/2009 |
| All classes | \$ 14.63 | \$ 15.74 |

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

7-687

Welder

06/01/2009

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2008

Welder (To be paid the same rate of the mechanic performing the work)

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

- (A) Time and one half of the hourly rate after 7 hours per day
- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked

- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day



**NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List**

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>

| AGENCY | Fiscal Officer | SSN/FEIN | EMPLOYER NAME | EMPLOYER DBA NAME | ADDRESS | DEBARMENT START DATE | DEBARMENT END DATE |
|--------|----------------|-----------|--------------------------------------|--------------------------|--|----------------------|--------------------|
| DOL | AG | *****1355 | 4-A GENERAL CONSTRUCTION CORP. | | 131 47TH STREET BROOKLYN NY 11232 | 01/25/2007 | 01/25/2012 |
| DOL | DOL | *****3983 | A & D CONTRACTING CORP. | | 15 PINE AIRE DRIVE BAY SHORE NY 11706 | 08/01/2005 | 08/01/2010 |
| DOL | DOL | *****7478 | A & T GENERAL CONSTRUCTION INC. | | 3 ALAN B SHEPARD PLACE YONKERS NY 10705 | 12/11/2006 | 12/11/2011 |
| DOL | DOL | *****9254 | A A GENERAL CONTRACTORS INC. | | 1765 MT. READ BOULEVARD ROCHESTER NY 14606 | 10/18/2004 | 10/18/2009 |
| DOL | NYC | *****5804 | AAR CO ELECTRIC INC | | 5902 AVENUE N BROOKLYN NY 11234 | 03/20/2009 | 03/20/2014 |
| DOL | DOL | *****0635 | ABOVE ALL PUMP REPAIR CORP | | 360 KNICKERBOCKER AVENUE BATAVIA NY 11716 | 10/20/2008 | 10/20/2013 |
| DOL | NYC | *****8758 | ACC CONSTRUCTION CORP. | | 6 EAST 32ND ST - 7TH FL NEW YORK NY 10016 | 05/25/2006 | 05/25/2011 |
| DOL | NYC | *****5022 | ACE DRYWALL SYSTEMS INC. | | 194 ASHLAND PLACE BROOKLYN NY 11217 | 03/06/2008 | 03/06/2013 |
| DOL | AG | *****8219 | ACTIVE CABLING INC | | C/O FRANK DECAPITE 7 SYCAMORE ROAD DRWOODBURY NY 11797 | 10/02/2008 | 10/01/2013 |
| DOL | DOL | *****3012 | ADAM DECKMAN | DECKMAN PAINTING | 154 POND VIEW PARKWAY ROCHESTER NY 14612 | 04/16/2007 | 04/16/2012 |
| DOL | DOL | *****5116 | ALJAA CONSTRUCTION CORPORATION | | 3755 SENECA STREET WEST SENECA NY 14403 | 12/14/2005 | 12/14/2010 |
| DOL | DOL | | ALL TOWNS MECHANICAL | BARRY MORRIS | 18 EAST SUNRISE HIGHWAY FREEPORT NY 11758 | 01/21/2008 | 01/21/2013 |
| DOL | DOL | *****3101 | ALLSTATE CONCRETE CUTTING, INC. | | 635 MIDLAND AVENUE GARFIELD NJ 07026 | 07/09/2007 | 07/09/2012 |
| DOL | DOL | *****5918 | AMERICAN WEATHERTITE, INC. | | PO BOX 208 CLIFTON NJ 07110 | 03/28/2005 | 03/28/2010 |
| DOL | DOL | *****8291 | AMIR'S VISION INC | | 230 PRATT STREET BUFFALO NY 14204 | 09/17/2008 | 09/17/2013 |
| DOL | AG | | AMODIO RUSSO | | 14 BRAYRON ROAD CARMEL NY 10512 | 06/01/2005 | 06/01/2010 |
| DOL | AG | | ANASTASIA ANTHOULIS | AKA STACEY GOUZOS | 131 47TH STREET BROOKLYN NY 11232 | 01/25/2007 | 01/25/2012 |
| DOL | DOL | *****0860 | ANDREA STEVENS | STEVENS TRUCKING | 2458 EAST RIVER ROAD CORTLAND NY 13045 | 01/23/2008 | 01/23/2013 |
| DOL | AG | | ANDRES ALVAREZ | | 372 NORTH MAIN STREET LODI NJ 07644 | 12/24/2004 | 12/24/2009 |
| DOL | DOL | | ANNE M DIPIZIO | | 217 STRASMER ROAD DEPEW NY 14043 | 12/14/2005 | 12/14/2010 |
| DOL | DOL | | ANTHONY T RINALDI | | C/O CRAIN CONSTRUCTION CO KINDERHAMACK RDKACKENSACK NY 07061 | 10/02/2008 | 10/02/2013 |
| DOL | AG | *****7327 | ANTHOS CONTRACTING CORP | | 131 47TH STREET BROOKLYN NY 11232 | 01/25/2007 | 01/25/2012 |
| DOL | DOL | *****2725 | ARAGONA CONSTRUCTION CORP | | 5755 NEWHOUSE ROAD EAST AMHERST NY 14051 | 10/10/2007 | 10/10/2012 |
| DOL | DOL | *****8482 | ARGO CONTRACTING CORP | | 5752 WEST WEBB ROAD YOUNGSTOWN OH 44515 | 05/21/2008 | 05/21/2013 |
| DOL | NYC | *****5804 | ARIE BAR | C/O AAR CO ELECTRIC INC | 5902 AVENUE N BROOKLYN NY 11234 | 03/20/2009 | 03/20/2014 |
| DOL | DOL | | ARTHUR C OSUORAH | | PO BOX 1295 BUFFALO NY 14215 | 02/15/2008 | 02/15/2013 |
| DOL | DOL | *****8027 | ARTHUR DESIGN ENGINEERS & ASSOCIATES | | PO BOX 1295 BUFFALO NY 14215 | 02/15/2008 | 02/15/2013 |
| DOL | DOL | *****2993 | AST DRYWALL & ACOUSTICS INC | | 46 JOHN STREET - STE 711 NEW YORK NY 10038 | 12/16/2008 | 12/16/2013 |
| DOL | DA | *****5761 | AZTEC PLUMBING & HEATING CORP | | 153 BAYWOODS LANE BAY SHORE NY 11706 | 03/19/2007 | 03/19/2012 |
| DOL | DOL | *****3559 | B & Z DEVELOPMENT INC | BEN-ZVY ENTERPRISE S INC | 19 WEST STREET SPRING VALLEY NY 10977 | 02/22/2005 | 02/22/2010 |
| DOL | DOL | *****7828 | BALLAGH GENERAL CONTRACTING INC | | 250 KNEELAND AVENUE YONKERS NY 10705 | 07/09/2007 | 07/09/2012 |
| DOL | DOL | *****1498 | BAT-JAC CONSTRUCTION INC | | 62 NEULIST AVENUE PORT WASHINGTON NY 11050 | 07/17/2004 | 07/17/2009 |
| DOL | DOL | *****3524 | BAT-JAC CONTRACTING INC | | 62 NEULIST AVENUE PORT WASHINGTON NY 11050 | 07/17/2004 | 07/17/2009 |
| DOL | DOL | | BAT-JAC INC | | 62 NEULIST AVENUE PORT WASHINGTON NY 11050 | 07/17/2004 | 07/17/2009 |
| DOL | DOL | | BEATRICE ORTEGA | | 764 BRADY AVE - APT 631 BRONX NY 10462 | 05/21/2008 | 05/21/2013 |
| DOL | DOL | *****3559 | BEN-ZVY ENTERPRISES INC. | | 19 WEST STREET SPRING VALLEY NY 10977 | 02/22/2005 | 02/22/2010 |

| | | | | | | | |
|-----|-----|-----------|---|--|---|------------|------------|
| DOL | DOL | | BERNADETTE GORMALLY | | 250 KNEELAND AVENUE YONKERS NY 10705 | 07/09/2007 | 07/09/2012 |
| DOL | NYC | | BERNARD COHNEN | | 193 HARWOOD PLACE PARAMUS NJ 07652 | 05/14/2008 | 05/14/2013 |
| DOL | DOL | *****5455 | BEST OF FRIENDS OF SCHENECTADY CONSTR CO | | 425 HAMILTON STREET SCHENECTADY NY 12305 | 01/24/2006 | 01/24/2011 |
| DOL | DOL | *****9890 | BETTY JOE FRAZIER | NOBLE CONSTRUCTI ON GROUP | 23960 WHITE ROAD WATERTOWN NY 13601 | 02/14/2008 | 02/14/2013 |
| DOL | DOL | *****0818 | BLASTEC INC | MILLER SANDBLASTI NG & PAINTING | 121 LINCOLN AVENUE ROCHESTER NY 14611 | 02/21/2008 | 02/21/2013 |
| DOL | DOL | *****8501 | BLOCKHEAD CONCRETE & PAVING INC | | P O BOX 71 CHEEKTOWAGA NY 14225 | 09/03/2008 | 09/03/2013 |
| DOL | DOL | *****4311 | C & F SHEET METAL CORP | | 201 RICHARDS STREET BROOKLYN NY 11231 | 02/25/2009 | 02/24/2014 |
| DOL | DOL | *****0289 | C J H INC | | 22 BLACK HAWK ROAD PINE BUSH NY 12566 | 06/10/2005 | 06/10/2010 |
| DOL | DOL | *****9286 | CALI BROTHERS INC | | 1223 PARK STREET PEEKSKILL NY 10566 | 09/12/2007 | 09/12/2012 |
| DOL | NYC | *****4437 | CAPPRY CONTRACTING MGMT. CORP | | 1081 CONEY ISLAND AVENUE BROOKLYN NY 11230 | 02/09/2006 | 02/09/2011 |
| DOL | DOL | *****9721 | CATENARY CONSTRUCTION CORP | | 112 HUDSON AVENUE ROCHESTER NY 14605 | 02/14/2006 | 02/14/2011 |
| DOL | DOL | | CHARLES MARANGOUDAKIS | | 25 WOODHILL LANE MANHASSET NY 11030 | 08/16/2005 | 08/16/2010 |
| DOL | DOL | | CHARLES MURDOUGH | | 203 KELLY DRIVE EAST AURORA NY 14052 | 03/26/2008 | 03/26/2013 |
| DOL | DOL | | CHESTER A BEDELL | | 1233 WALT WHITMAN ROAD MELVILLE NY 11747 | 04/29/2008 | 04/29/2013 |
| DOL | DOL | | CHRISTINA J HOEK | | 22 BLACK HAW ROAD PINE BUSH NY 12566 | 06/10/2005 | 06/10/2010 |
| DOL | DOL | | CHRISTOPHER NICHOLSON | | 91 NEWMAN PLACE BUFFALO NY 14210 | 10/19/2006 | 10/19/2011 |
| DOL | DOL | *****5329 | CNY MECHANICAL ASSOCIATES INC | | P O BOX 250 EAST SYRACUSE NY 13057 | 11/06/2008 | 11/06/2013 |
| DOL | AG | *****7344 | COLUMBUS GENERAL CONSTRUCTION INC | | 914 NEWKIRK AVENUE BROOKLYN NY 11230 | 12/16/2004 | 12/16/2009 |
| DOL | DOL | *****6866 | COMMERCIAL SYSTEM CONSTRUCTION | | 91 NEWMAN PLACE BUFFALO NY 14210 | 10/19/2006 | 10/19/2011 |
| DOL | AG | *****0033 | CORINTHIAN CONSTRUCTION CO INC | | 372 NORTH MAIN STREET LODI NJ 07644 | 12/24/2004 | 12/24/2009 |
| DOL | DOL | *****7794 | CRAIN CONSTRUCTION COMPANY INC | | ONE KINDERHAMACK ROAD HACKENSACK NJ 07061 | 10/02/2008 | 10/02/2013 |
| DOL | DOL | | CRAIN CONSTRUCTION OF NEW JERSEY | | ONE KINDERHAMACK ROAD HACKENSACK NJ 07061 | 10/02/2008 | 10/02/2013 |
| DOL | DOL | | CRAIN CONSTRUCTION OF NEW YORK INC | | C/O CRAIN CONSTRUCTION CO ONE KINDERHAMACK ROADHACKENSACK NJ 07061 | 10/02/2008 | 10/02/2013 |
| DOL | DOL | | CRAIN CONTRACTING COMPANY | | ONE KINDERHAMACK ROAD HACKENSACK NJ 07061 | 10/02/2008 | 10/02/2013 |
| DOL | NYC | *****8777 | CROSSLAND ELECTRICAL SYSTEMS INC | | 846 EAST 52ND STREET BROOKLYN NY 11203 | 12/19/2008 | 12/29/2013 |
| DOL | DOL | *****0115 | CROW AND SUTTON ASSOCIATES INC | | 949 GROVESIDE ROAD BUSKIRK NY 12028 | 08/27/2008 | 08/27/2013 |
| DOL | DOL | *****4266 | CRYSTAL INTERIOR CONTRACTING INC | | 922 CRESCENT STREET BROOKLYN NY 11208 | 05/21/2008 | 05/21/2013 |
| DOL | DOL | *****6339 | D J FLOORS INC | | 9276 VIA CIMATO DRIVE CLARENCE CENTER NY 14032 | 08/29/2007 | 08/29/2012 |
| DOL | DOL | | D JAMES SUTTON | | 949 GROVESIDE ROAD BUSKIRK NY 12028 | 08/27/2008 | 08/27/2013 |
| DOL | DOL | | DEANNA J REED | | 5900 MUD MILL RD-BOX 949 BREWERTON NY 13029 | 09/02/2008 | 09/02/2013 |
| DOL | DOL | *****3012 | DECKMAN PAINTING | | 154 POND VIEW PARKWAY ROCHESTER NY 14612 | 04/16/2007 | 04/16/2012 |
| DOL | DOL | *****6971 | DELPHI PAINTING AND DECORATING INC | | 1445 COMMERCE AVENUE BRONX NY 10461 | 10/09/2007 | 10/09/2012 |
| DOL | DOL | *****7523 | DEPOALO AND SON BLDG CONTRACTORS INC | | 296 MORRIS ROAD SCHENECTADY NY 12303 | 07/12/2004 | 07/12/2009 |
| DOL | DOL | | DESMOND CHARLES | | 922 CRESCENT STREET BROOKLYN NY 11208 | 05/21/2008 | 05/21/2013 |
| DOL | DOL | *****7157 | DG PIPELINE INC | | 312 HALSEYVILLE ROAD ITHACA NY 14850 | 09/06/2006 | 09/06/2011 |
| DOL | DOL | *****3218 | DIAMOND "D" CONSTRUCTION CORP | | 5270 TRANSIT ROAD DEPEW NY 14043 | 12/14/2005 | 12/14/2010 |
| DOL | DOL | | DIMITEIUS KASSIMIS | | 152-65 11TH AVENUE WHITESTONE NY 11357 | 05/22/2008 | 05/22/2013 |
| DOL | DOL | *****3364 | DJH MECHANICAL ASSOCIATES LTD | | 155 KINGSBRIDGE ROAD EAST MOUNT VERNON NY 10552 | 02/01/2006 | 02/01/2011 |

| | | | | | | | |
|-----|-----|-----------|---|---|--|------------|------------|
| DOL | DOL | | DOMINIC ANTONUCCI | | 1939 TOWN LINE ROAD HILTON NY 14468 | 10/18/2004 | 10/18/2009 |
| DOL | DOL | *****5881 | DON ADAMS ROOFING INC | | 472 COMMERCE STREET HAWTHORNE NY 10532 | 12/07/2005 | 12/07/2010 |
| DOL | DOL | | DONALD SCHWENDLER | | 9276 VIA CIMATO DRIVE CLARENCE CENTER NY 14032 | 08/29/2007 | 08/29/2012 |
| DOL | DOL | *****6148 | DOT CONSTRUCTION OF NY INC | | 765 BRADY AVE - APT 631 BRONX NY 10462 | 05/21/2008 | 05/21/2013 |
| DOL | DOL | | DOUGLAS MCEWEN | | 121 LINCOLN AVENUE ROCHESTER NY 14611 | 02/21/2008 | 02/21/2013 |
| DOL | DOL | | DOUGLAS S GRIFFEN | | 312 HALSEYVILLE ROAD ITHACA NY 14850 | 09/06/2006 | 09/06/2011 |
| DOL | DOL | *****1693 | E GREEN RESTORATION & ROOFING INC | | 117 HAWLEY STREET BINGHAMTON NY 13901 | 06/21/2004 | 06/21/2009 |
| DOL | DOL | | EDWARD SUBEH | | 1 CHELSEA COURT ATLANTIC CITY NJ 08401 | 10/06/2008 | 10/06/2013 |
| DOL | DOL | *****3554 | ELITE BUILDING ENTERPRISES INC | | 34-08 PARKWAY DRIVE BALDWIN NY 11510 | 07/01/2008 | 07/21/2013 |
| DOL | DOL | | ELIYHU BENYAMIN | | 303 TEN EYCK STREET BROOKLYN NY 11206 | 03/05/2005 | 03/05/2010 |
| DOL | AG | *****3233 | EMEIS & EMEIS GENERAL CONTRACTING CORP | | 131 47TH STREET BROOKLYN NY 11232 | 01/25/2007 | 01/25/2012 |
| DOL | DOL | *****0780 | EMES HEATING & PLUMBING CONTR | | 5 EMES LANE MONSEY NY 10952 | 01/20/2002 | 01/20/3002 |
| DOL | DOL | *****5677 | ENVIROCLEAN SERVICES LLC | | 4245 UNION ROAD - STE 210 BUFFALO NY 14225 | 09/07/2004 | 09/07/2009 |
| DOL | DOL | | EREZ BEN-ZVY | | 19 WEST STREET SPRING VALLEY NY 10977 | 02/22/2005 | 02/22/2010 |
| DOL | DOL | | ESCO INSTALLERS LLC | | 1 CHELSEA COURT ATLANTIC CITY NJ 08401 | 10/06/2008 | 10/06/2013 |
| DOL | DOL | *****0329 | FAULKS PLUMBING HEATING & AIR CONDITIONING INC | | 3 UPTON STREET HILTON NY 14468 | 06/10/2008 | 06/10/2013 |
| DOL | DOL | | FERNANDO GOMEZ | | 201 RICHARDS STREET BROOKLYN NY 11231 | 02/25/2009 | 02/25/2014 |
| DOL | NYC | *****2505 | FLORENCE XVI CENTURY MARBLE INC | | 120 GLEN HEAD ROAD GLEN HEAD NY 11545 | 08/03/2005 | 08/03/2010 |
| DOL | DOL | *****2474 | FLOWER CITY ASBESTOS INC | | 850 ST PAUL STREET ROCHESTER NY 14605 | 08/18/2004 | 08/18/2009 |
| DOL | DOL | *****7832 | FLOWER CITY INSULATION SALES & CONTRACTORS | | 137 YORKTON STREET WEBSTER NY 14580 | 08/03/2004 | 08/03/2009 |
| DOL | DOL | *****7975 | FORD CONSTRUCTION INC | | 18-18 26TH STREET ASTORIA NY 11102 | 07/18/2005 | 07/18/2010 |
| DOL | DOL | | FORD MASONRY | | 18-18 26TH STREET ASTORIA NY 11102 | 07/18/2005 | 07/18/2010 |
| DOL | DOL | *****0115 | FOXCROFT NURSERIES INC | | 949 GROVESIDE ROAD BUSKIRK NY 12028 | 08/27/2008 | 08/27/2013 |
| DOL | DOL | | FRANCIS (FRANK) OSCIER | | 3677 SENECA STREET WEST SENECA NY 14224 | 09/03/2008 | 09/03/2013 |
| DOL | NYC | | FRANK (FRANCIS) OSCIER | | 3677 SENECA STREET WEST SENECA NY 14224 | 09/03/2008 | 09/03/2013 |
| DOL | NYC | | FRANK BAKER | | 24 EDNA DRIVE SYOSSET NY 11791 | 05/14/2008 | 05/14/2013 |
| DOL | DOL | | FRANK J MERCANDO | C/O MERCANDO CONTRACTIN G CO INC | 134 MURRAY AVENUE YONKERS NY 10704 | 11/22/2008 | 11/22/2013 |
| DOL | DOL | *****0128 | FRANK J TUCEK & SON INC | | 92 NORTH ROUTE 9W CONGERS NY 10920 | 01/29/2007 | 01/29/2012 |
| DOL | DOL | | FRANK LOBENE JR | | 13 CHEVIOT LANE ROCHESTER NY 14624 | 10/18/2005 | 10/18/2010 |
| DOL | DOL | *****9832 | G A FALCONE CONSTRUCTION INC | | 253 COMMONWEALTH AVENUE BUFFALO NY 14216 | 08/07/2007 | 08/07/2012 |
| DOL | DOL | *****7088 | GBA CONTRACTING CORP | | 4015 21ST AVENUE ASTORIA NY 11105 | 01/11/2008 | 01/11/2013 |
| DOL | AG | | GEORGE BEGAKIS | | 57-16 157TH STREET FLUSHING NY 11355 | 10/04/2006 | 10/04/2011 |
| DOL | NYC | | GEORGE LUCEY | | 150 KINGS STREET BROOKLYN NY 11231 | 01/19/1998 | 01/19/2998 |
| DOL | AG | | GERARD IPPOLITO | | 563 MUNCEY ROAD WEST ISLIP NY 11795 | 07/14/2008 | 07/14/2013 |
| DOL | AG | | GERASIMO ANDRIANIS | | 22-15 47TH STREET ASTORIA NY 11105 | 08/03/2006 | 08/03/2011 |
| DOL | DOL | | GREG SURACI | | 364 BLEAKER ROAD ROCHESTER NY 14609 | 10/25/2007 | 10/25/2012 |
| DOL | DOL | | GREGORY KLOEPFER | | 248 LEIN ROAD WEST SENECA NY 14224 | 10/06/2004 | 10/06/2009 |
| DOL | DOL | | GRIGORIOS BELLOS | | 4015 21ST AVENUE ASTORIA NY 11105 | 01/11/2008 | 01/11/2013 |
| DOL | DOL | *****8904 | HALLOCKS CONSTRUCTION CORP | P O BOX 278 | YORKTOWN HEIGHTS NY 10598 | 12/01/2008 | 12/01/2013 |

| | | | | | | | |
|-----|-----|-----------|---|---|---|------------|------------|
| DOL | AG | | HARRISON JARVIS | | 132 W 129TH ST - STE 4W NEW YORK NY 10027 | 08/12/2004 | 08/12/2009 |
| DOL | DOL | *****0080 | HI-AMP ELECTRICAL CONTRACTING CORP | | 265-12 HILLSIDE AVENUE FLORAL PARK NY 11004 | 02/15/2008 | 02/15/2013 |
| DOL | AG | *****1841 | HOWARD K ENTERPRISE INC | | 219-02 NORTHERN BOULEVARD FLUSHING NY 11361 | 04/14/2005 | 04/14/2010 |
| DOL | AG | | HOWARD KIM | | 75 WEST EDSALL BOULEVARD PALISADES PARK NJ | 04/14/2005 | 04/14/2010 |
| DOL | DOL | | IES ENVIRONMENTAL INC | | 1655 ELMWOOD AVENUE CRANSTON RI 02910 | 10/05/2004 | 10/05/2009 |
| DOL | DOL | *****6293 | IMPRESSIVE CONCRETE CORP | | 264A SUBURBAN AVENUE DEER PARK NY 11729 | 12/18/2007 | 12/18/2012 |
| DOL | DOL | *****8898 | IN-TECH CONSTRUCTION INC | | 8346 BREWERTON ROAD CICERO NY 13039 | 07/06/2007 | 07/06/2012 |
| DOL | NYC | *****7728 | INTEGRITY CONSTRUCTION & CONSULTING SERVS | | 7615 MYRTLE AVENUE GLENDALE NY 11385 | 02/15/2007 | 02/15/2012 |
| DOL | DOL | *****8266 | INTERNATIONAL ENVIRONMENTAL RESOURCES | | 2 STAFFORD COURT CRANSTON RI 02920 | 10/05/2004 | 10/05/2009 |
| DOL | DOL | *****8266 | INTERNATIONAL ENVIRONMENTAL SERVICES INC | INTERNATION AL ENVIRONMEN TAL RESOURCES | 2 STAFFORD COURT CRANSTON RI 02920 | 10/05/2004 | 10/05/2009 |
| DOL | DOL | *****0488 | INTERWORKS SYSTEMS, INC. | | 1233 WALT WHITMAN ROAD MELVILLE NY 11747 | 04/29/2008 | 04/29/2013 |
| DOL | DOL | | IVAN TORRES | | 11 PLYMOUTH ROAD DIX HILLS NY 11746 | 02/15/2008 | 02/15/2013 |
| DOL | AG | *****0663 | J B C CONTRACTING CO., INC. | | 346 PROSPECT AVE- 1ST FL BROOKLYN NY 11215 | 03/23/2005 | 03/23/2010 |
| DOL | AG | *****0280 | J B C CONTRACTING COMPANY | | 346 PROSPECT AVE. - 1ST F BROOKLYN NY 11215 | 03/23/2005 | 03/23/2010 |
| DOL | DOL | *****4003 | J BARR CONSTRUCTION CORP | | 119-51 METROPOLITAN AVE BROOKLYN NY 11415 | 12/14/2004 | 12/14/2009 |
| DOL | DOL | *****7357 | J C MCCASHION CONSTRUCTION INC | | 84 FREDERICKS AVENUE ALBANY NY 12205 | 04/13/2006 | 04/13/2011 |
| DOL | DOL | | JAMES NEY JR | | 1655 ELMWOOD AVENUE CRANSTON RI 02910 | 10/05/2004 | 10/05/2009 |
| DOL | AG | *****1562 | JANS GENERAL CONSTRUCTION CORP. | | 131 47TH STREET BROOKLYN NY 11232 | 01/25/2007 | 01/25/2012 |
| DOL | DOL | | JASON ASBURY | | 22562 SEA BASS DRIVE BOCA RATON FL 33428 | 10/10/2007 | 10/10/2012 |
| DOL | DOL | | JAY MEYER | | 239 MARSH DRIVE DEWITT NY 13214 | 02/20/2007 | 02/20/2012 |
| DOL | DOL | | JEANETTE CALICCHIA | | 1223 PARK STREET PEEKSKILL NY 10566 | 09/12/2007 | 09/12/2012 |
| DOL | DOL | | JOHN B DUGAN | | 121 LINCOLN AVENUE ROCHESTER NY 14611 | 02/21/2008 | 02/21/2013 |
| DOL | DA | | JOHN BIAS | | 153 BAYWOODS LANE BAY SHORE NY 11706 | 03/19/2007 | 03/19/2012 |
| DOL | AG | | JOHN BRADFORD | | 6614 FURNACE ROAD ONTARIO NY 14519 | 12/22/2004 | 12/22/2009 |
| DOL | NYC | | JOHN MARI JR | | 278 ROBINSON AVENUE NEW YORK NY 10312 | 04/06/2008 | 04/06/2013 |
| DOL | NYC | | JOHN O'SHEA | | 4350 BULLARD AVENUE BRONX NY 10466 | 01/28/2008 | 01/28/2013 |
| DOL | DOL | *****5970 | JOHN PREVETE FRAMING AND JOHN PREVETE FRAMING INC | JOHN PREVETE | 320 RIDGE ROAD WEST MILFORD NJ 07480 | 03/26/2008 | 03/26/2013 |
| DOL | DOL | | JOHN SAN SEVERE | | C/O CRAIN CONSTRUCTION CO ONE KINDERHAMACK ROADHACKENSACK NJ 07061 | 10/02/2008 | 10/02/2013 |
| DOL | DOL | | JOSE DOS SANTOS JR | | 85-08 60TH AVENUE ELMHURST NY 11373 | 11/21/2008 | 11/21/2013 |
| DOL | DOL | | JOSEPH CALICCHIA | | 1223 PARK STREET PEEKSKILL NY 10566 | 09/12/2007 | 09/12/2012 |
| DOL | DOL | | JOSEPH DIPIZIO | | 5270 TRANSIT ROAD DEPEW NY 14043 | 12/14/2005 | 12/14/2010 |
| DOL | DOL | *****1763 | JR RESTORATION & ROOFING INC | | 152-65 11TH AVENUE WHITESTONE NY 11357 | 05/22/2008 | 05/22/2013 |
| DOL | NYC | | JRC ARIS ELECTRIC CONTRACTORS | | 516 EAST 51ST STREET BROOKLYN NY 11236 | 09/13/2004 | 09/13/2009 |
| DOL | NYC | *****9418 | JRC ELECTRIC CONTROL SERVICE, INC. | | 516 EAST 51ST STREET BROOKLYN NY 11236 | 09/13/2004 | 09/13/2009 |
| DOL | DOL | | JULIUS AND GITA BEHREND | | 5 EMES LANE MONSEY NY 10952 | 11/20/2002 | 11/20/3002 |
| DOL | DOL | *****9422 | JUNKYARD CONSTRUCTION CORP. | | 2068 ANTHONY AVENUE BRONX NY 10457 | 12/26/2007 | 12/26/2012 |
| DOL | DOL | *****3810 | K M MARTELL CONSTRUCTION, INC. | | 57 CROSS ROAD MIDDLETOWN NY 10940 | 06/25/2007 | 06/25/2012 |

| | | | | | | | |
|-----|-----|-----------|---|--------------------------------|--|------------|------------|
| DOL | DOL | *****9993 | K M R ENTERPRISES | | 10 STUFFLE STREET CROPSEYVILLE NY 12052 | 12/20/2006 | 12/20/2011 |
| DOL | DOL | *****8648 | K-STAR CONSTRUCTION CORP | | 42 48 161ST STREET FLUSHING NY 11358 | 12/11/2006 | 12/11/2011 |
| DOL | NYC | | KAZIMIERZ KONOPSKI | | 194 ASHLAND PLACE BROOKLYN NY 11217 | 03/06/2008 | 03/06/2013 |
| DOL | AG | | KEFCAL CONSTRUCTION, INC. | | 131 47TH STREET BROOKLYN NY 11232 | 01/25/2007 | 01/25/2012 |
| DOL | NYC | *****4923 | KELLY'S SHEET METAL, INC. | | 1426 ATLANTIC AVENUE BROOKLYN NY 11216 | 12/28/2007 | 12/28/2012 |
| DOL | DOL | | KEMPTON MCINTOSH | | 8531 AVENUE B BROOKLYN NY 11236 | 12/16/2008 | 12/16/2013 |
| DOL | DOL | | KENNETH MERZ | | 62 NEULIST AVENUE PORT WASHINGTON NY 11050 | 07/17/2004 | 07/17/2009 |
| DOL | DOL | | KENNETH W. GRIFFIN | | 101 LILL STREET ROCHESTER NY 14621 | 05/01/2006 | 05/01/2011 |
| DOL | DOL | | KEVIN MARTELL | | 57 CROSS ROAD MIDDLETOWN NY 10940 | 06/25/2007 | 06/25/2012 |
| DOL | DOL | | KING MACHINE | DBA KING MACHINE | 11365 CENTER ROAD SHERIDAN NY 14135 | 04/04/2005 | 04/04/2010 |
| DOL | DOL | *****4359 | KLOEPFER'S FLOOR COVERING | | 248 LEIN ROAD WEST SENECA NY 14224 | 10/06/2004 | 10/06/2009 |
| DOL | AG | *****3318 | KOSMAR CONTRACTING CORP. | | 131 47TH STREET BROOKLYN NY 11232 | 01/25/2007 | 01/25/2012 |
| DOL | DOL | | KRIS CLARKSON | | 2484 CATON ROAD CORNING NY 14830 | 06/20/2007 | 06/20/2012 |
| DOL | DOL | *****3496 | L & T PLUMBING CORP. | | 367 VETERANS MEMORIAL HWY COMMACK NY 11725 | 01/11/2005 | 01/11/2010 |
| DOL | DOL | *****5462 | LABAR ENTERPRISES OF ROCHESTER, INC. | LABARBERA EXCAVATING INC | 2121 EMPIRE BOULEVARD WEBSTER NY 14580 | 04/18/2005 | 04/18/2010 |
| DOL | DOL | *****5462 | LABARBERA EXCAVATING INC | | 2121 EMPIRE BOULEVARD WEBSTER NY 14580 | 04/18/2005 | 04/18/2010 |
| DOL | NYC | *****8816 | LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION | | 150 KINGS STREET BROOKLYN NY 11231 | 08/19/1998 | 08/19/2998 |
| DOL | DOL | *****9628 | LANCET ARCH INC | | 112 HUDSON AVENUE ROCHESTER NY 14605 | 02/14/2006 | 02/14/2011 |
| DOL | DOL | | LARRY FRANGOS | | 5752 WEST WEBB ROAD YOUNGSTOWN OH 44515 | 05/21/2008 | 05/21/2013 |
| DOL | DOL | *****0256 | LIBERTY PAINTING COMPANY INC | | 183 LORFIELD DRIVE SNYDER NY 14226 | 12/08/2005 | 12/08/2010 |
| DOL | AG | *****5102 | LIBERTY TREE SERVICE, INC. | | 563 MUNCEY ROAD WEST ISLIP NY 11795 | 07/14/2008 | 07/14/2013 |
| DOL | DOL | *****6651 | LIGHTNING FAST LABOR FORCE SERVICES, INC. | | 150 NORTH CHESTNUT STREET ROCHESTER NY 14604 | 05/01/2006 | 05/01/2011 |
| DOL | DOL | *****4981 | LOBENE PAINTING, INC. | | 13 CHEVIOT LANE ROCHESTER NY 14624 | 10/18/2005 | 10/18/2010 |
| DOL | AG | *****4654 | LOOK UNDER THE CARPET SERVICES INC | | P O BOX 686 BUFFALO NY 14290 | 12/15/2005 | 12/15/2010 |
| DOL | DOL | *****5953 | LPD CONTRACTING INC | | 1205 MCBRIDE AVENUE WEST PATTERSON NJ 07424 | 08/27/2007 | 08/27/2012 |
| DOL | DOL | *****3105 | LTS CONSTRUCTION INC | | 24 MILLER STREET ROCHESTER NY 14605 | 06/30/2004 | 06/30/2009 |
| DOL | DOL | *****9875 | M & S STRIPING INC | | 73 INDUSTRIAL PARK BLVD ELMIRA NY 14901 | 01/10/2007 | 01/10/2012 |
| DOL | DOL | *****9688 | M K PAINTING INC | | 4157 SEVENTH STREET WYANDOTT MI 48192 | 05/14/2007 | 05/14/2012 |
| DOL | AG | | MANN'S CONTRACTING CORP | | 131 47TH STREET BROOKLYN NY 11232 | 01/25/2007 | 01/25/2012 |
| DOL | NYC | | MANUEL P TOBIO | | 150 KINGS STREET BROOKLYN NY 14444 | 08/19/1998 | 08/19/2998 |
| DOL | NYC | | MANUEL TOBIO | | 150 KINGS STREET BROOKLYN NY 11231 | 08/19/1998 | 08/19/2998 |
| DOL | DOL | *****4543 | MARANGOS CONSTRUCTION CORP | | 59-45 56TH AVENUE MASPETH NY 11378 | 08/16/2005 | 08/16/2010 |
| DOL | DOL | *****7694 | MAS-ANN MECHANICAL INC | | 35 REGENCY OAKS BLVD ROCHESTER NY 14624 | 07/24/2002 | 01/04/2010 |
| DOL | DOL | | MATTHEW LOBENE | | 13 CHEVIOT LANE ROCHESTER NY 14624 | 10/18/2005 | 10/18/2010 |
| DOL | DOL | | MCS PAINTING CONTRACTORS, INC. | | LIME KILN COURT STONY POINT NY 10980 | 01/25/2006 | 01/25/2011 |
| DOL | DOL | *****0241 | MERIT FENCE CO INC | | 130 OLD ROUTE 6 CARMEL NY 10512 | 08/06/2003 | 02/02/2012 |
| DOL | AG | *****1515 | MGC RESTORATION SERVICES, INC. | | 64-58 218TH STREET BAYSIDE NY 11364 | 01/01/2005 | 01/01/2010 |
| DOL | AG | | MICHAEL CAPOUS | | 64-58 218 STREET BAYSIDE NY 11364 | 01/01/2005 | 01/01/2010 |

| | | | | | | | |
|-----|-----|-----------|---|------------------------|---|------------|------------|
| DOL | DOL | | MICHAEL L. KRIVITZA | NORTHEAST TECHNOLOGIES | 105 PINE STREET - APT 2 EAST ROCHESTER NY 14445 | 05/14/2007 | 05/14/2012 |
| DOL | DOL | | MICHAEL STEVENS | STEVENS TRUCKING | 2458 EAST RIVER ROAD CORTLAND NY 13045 | 01/23/2008 | 01/23/2013 |
| DOL | DOL | *****0860 | MICHAEL STEVENS | STEVENS TRUCKING | 2458 EAST RIVER ROAD CORTLAND NY 13045 | 01/23/2008 | 01/23/2013 |
| DOL | DOL | | MICHAEL TAYLOR | | 66 RYBKA ROAD STUYVESANT FALLS NY 12174 | 03/02/2007 | 03/02/2012 |
| DOL | DOL | *****0818 | MILLER SANDBLASTING AND PAINTING | | 121 LINCOLN AVENUE ROCHESTER NY 14611 | 02/21/2008 | 02/21/2013 |
| DOL | DOL | *****4435 | MODERN TECH DESIGN & SERVICES INC | | 9151 SOUTHWESTERN BLVD ANGOLA NY 14006 | 01/19/2006 | 01/19/2011 |
| DOL | AG | | MOHAMMED A. RASHID | | 914 NEWKIRK AVENUE BROOKLYN NY 11230 | 12/16/2004 | 12/16/2009 |
| DOL | DOL | | MOHAMMED ALI ALVI | | 22-41 26TH STREET APT. 2ASTORIA NY 11102 | 07/18/2005 | 07/18/2010 |
| DOL | AG | | MOHAMMED H. KABIR | | 200 EAST 77TH STREET BROOKLYN NY 11218 | 03/23/2005 | 03/23/2010 |
| DOL | DOL | *****6616 | MUIR CONTRACTORS ASSOCIATES INC | | 75 ARGYLE AVE - SUITE 2B UNIONDALE NY 11553 | 08/18/2005 | 08/18/2010 |
| DOL | DOL | *****2251 | MURDOUGH DEVELOPMENT CO., INC. | | 203 KELLY DRIVE EAST AURORA NY 14052 | 03/26/2008 | 03/26/2013 |
| DOL | DOL | | N F K ENTERPRISES | | 22 BLACK HAWK ROAD PINE BUSH NY 12566 | 06/10/2005 | 06/10/2010 |
| DOL | DOL | *****3310 | N F K EXCAVATING AND CONSTRUCTION INC | | 22 BLACK HAWK ROAD PINE BUSH NY 12566 | 06/10/2005 | 06/10/2010 |
| DOL | DOL | *****7371 | N F K LANDSCAPING SUPPLY CORP | | 22 BLACK HAWK ROAD PINE BUSH NY 12566 | 06/10/2005 | 06/10/2010 |
| DOL | DOL | *****2213 | NEUSS CONSTRUCTION, INC. | | 1191 ROUTE 9W - SUITE #C6 MARLBORO NY 12542 | 09/06/2006 | 09/06/2011 |
| DOL | DOL | | NICK NITIS | | 3 ALAN B SHEPARD PLACE YONKERS NY 10705 | 12/11/2006 | 12/11/2011 |
| DOL | DOL | *****9890 | NOBLE CONSTRUCTION | | 23960 WHITE ROAD WATERTOWN NY 13601 | 02/14/2008 | 02/14/2013 |
| DOL | DOL | *****7771 | NORTHEAST TECHNOLOGIES | | 105 PINE STREET APT. 2 EAST ROCHESTER NY 14445 | 05/14/2007 | 05/14/2012 |
| DOL | DOL | *****4833 | NORTHEASTERN SUPREME FLOOR CO.,INC | | 66 BENEDICT STREET CASTLETON NY 12033 | 03/02/2007 | 03/02/2012 |
| DOL | AG | *****9457 | NU-LOOK PAINTING & WALLPAPERING, INC. | | 151-60 7TH AVENUE WHITESTONE NY 11357 | 08/04/2004 | 08/04/2009 |
| DOL | DOL | *****0797 | O GLOBO CONSTRUCTION CORP | | 85-06 60TH AVENUE ELMHURST NY 11373 | 11/21/2008 | 11/21/2013 |
| DOL | AG | *****1641 | OLYMPIA MECHANICAL PIPING & HEATING, INC. | | 3624 12TH AVENUE BROOKLYN NY 11218 | 08/18/2005 | 08/18/2010 |
| DOL | DOL | *****4803 | OMNI CONTRACTING COMPANY, INC. | | 3 ALAN B. SHEPARD PLACE YONKERS NY 10705 | 12/11/2006 | 12/11/2011 |
| DOL | NYC | *****3855 | OT & T INC | | 36-28 23RD STREET LONG ISLAND CITY NY 11106 | 01/15/2008 | 05/14/2013 |
| DOL | AG | *****5133 | P&T IRON WORKS | | 59 PLAIN AVENUE NEW ROCHELLE NY 10801 | 06/01/2005 | 06/01/2010 |
| DOL | NYC | *****9833 | PARADISE CONSTRUCTION CORP | | 6814 8TH AVENUE BROOKLYN NY 11220 | 12/03/2007 | 12/03/2012 |
| DOL | DOL | *****3039 | PARAGON PLATE GLASS, INC. | | 210 FACTORY STREET WATERTOWN NY 13601 | 11/07/2006 | 11/07/2011 |
| DOL | DOL | | PATRICK BURNS | | 19 E. CAYUGA STREET OSWEGO NY 13126 | 05/15/2008 | 05/15/2013 |
| DOL | DOL | | PATRICK SHAUGHNESSY | | 88 REDWOOD DRIVE ROCHESTER NY 14617 | 05/16/2008 | 05/16/2013 |
| DOL | DOL | | PERRY JACOBS | | 736 SHERMAN DRIVE BOX 8015UTICA NY 13505 | 12/04/2005 | 12/04/2010 |
| DOL | AG | | PETER GOUZOS | | 131 47TH STREET BROOKLYN NY 11232 | 01/25/2007 | 01/25/2012 |
| DOL | DOL | *****6164 | PETTIT & PETTIT INC | | 7 SCHUYLER STREET BELMONT NY 14813 | 03/21/2005 | 03/21/2010 |
| DOL | DOL | *****5419 | PINE VALLEY LANDSCAPE CORP | | RR 1, BOX 285-B BUSKIRK NY 12028 | 08/27/2008 | 08/27/2013 |
| DOL | DOL | *****9167 | PRECISION SITE WORK, INC. | | 736 SHERMAN DRIVE BOX 8015UTICA NY 13505 | 12/04/2005 | 12/04/2010 |
| DOL | DOL | *****9359 | PRECISION STEEL ERECTORS INC | | P O BOX 949 BREWERTON NY 13029 | 09/02/2008 | 09/02/2013 |
| DOL | DOL | *****2326 | PUTNAM CONSTRUCTION COMPANY OF WESTERN NY | | 29 PHYLIS AVENUE BUFFALO NY 14215 | 09/03/2008 | 09/03/2013 |
| DOL | DOL | *****7438 | R & H COMMERCIAL FLOORING, INC. | | 102 WILLOW AVENUE WATKINS GLEN NY 14891 | 06/20/2007 | 06/20/2012 |
| DOL | DOL | *****4596 | R & T SUPREME SPORTS FLOORING, LLC | | 66 RYBKA ROAD STUYVESANT FALLS NY 12174 | 03/02/2007 | 03/02/2012 |
| DOL | DA | *****0358 | R & W FACILITY CARE SYSTEMS INC | | 485 ATLANTIC AVENUE BROOKLYN NY 11217 | 11/22/2005 | 11/22/2010 |

| | | | | | | | |
|-----|-----|-----------|--|--|--|------------|------------|
| DOL | DOL | *****1629 | R S CONSTRUCTION COMPANY LLC | | 571 MILES SQUARE ROAD YONKERS NY 10701 | 04/04/2007 | 04/04/2012 |
| DOL | AG | *****2626 | RAINBOW RENOVATIONS, INC. | | 35-44 CRESCENT STREET LONG ISLAND CITY NY 11106 | 08/03/2006 | 08/03/2011 |
| DOL | DOL | *****7294 | REDWOOD FLOORING, INC. | | 88 REDWOOD DRIVE ROCHESTER NY 14617 | 05/16/2008 | 05/16/2013 |
| DOL | DOL | | ROBBYE BISSEAR | | 89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427 | 01/11/2003 | 01/11/3003 |
| DOL | DOL | | ROBERT DEMONTE | | 367 VETERANS MEMORIAL HWY COMMACK NY 11725 | 01/10/2005 | 01/10/2010 |
| DOL | DOL | | ROBERT DIMARSICO | | 1233 WALT WHITMAN ROAD MELVILLE NY 11747 | 04/29/2008 | 04/29/2013 |
| DOL | DOL | | ROBERT O'HANLON | | 635 MIDLAND AVENUE GARFIELD NJ 07026 | 07/09/2007 | 07/09/2012 |
| DOL | DOL | | ROBERT STEVENSON | | 571 MILES SQUARE ROAD YONKERS NY 10701 | 04/04/2007 | 04/04/2012 |
| DOL | DOL | | ROBERT W. METZGAR | KING MACHINE | 11365 CENTER ROAD SHERIDAN NY 14135 | 04/04/2005 | 04/04/2010 |
| DOL | DOL | *****1721 | ROBERTS CONSTRUCTION OF UPSTATE NEW YORK INC | | 5 SANGER AVENUE NEW HARTFORD NY 13413 | 01/28/2009 | 01/28/2014 |
| DOL | DOL | *****3467 | ROCKERS AND NOCKERS LLC | | 207 RIVERVIEW ROAD REXFORD NY 12148 | 10/23/2007 | 10/23/2012 |
| DOL | DOL | | ROGER A HOEK JR | | 22 BLACK HAW ROAD PINE BUSH NY 12566 | 06/10/2005 | 06/10/2010 |
| DOL | DOL | | RONALD R SAVOY | C/O CNY MECHANICAL ASSOCIATES INC | P O BOX 250 EAST SYRACUSE NY 13057 | 11/06/2008 | 11/06/2013 |
| DOL | DOL | | ROSARIO CARRUBBA | | 5755 NEWHOUSE ROAD EAST AMHERST NY 14051 | 10/10/2007 | 10/10/2012 |
| DOL | DOL | | RUDOLPH NEUSS | | 8 FAR HORIZONS DRIVE NEWBURGH NY 12550 | 09/06/2006 | 09/06/2011 |
| DOL | AG | *****2326 | RUSMAR ENVIRONMENTAL SERVICES CORP. | | 703 ATLANTIC AVENUE ROCHESTER NY 14609 | 12/22/2004 | 12/22/2009 |
| DOL | DOL | | RUSSELL TUPPER | | 8346 BREWERTON ROAD CICERO NY 13039 | 07/06/2007 | 07/06/2012 |
| DOL | DOL | | RUTH H SUTTON | | 939 GROVESIDE ROAD BUSKIRK NY 12028 | 08/27/2008 | 08/27/2013 |
| DOL | DOL | *****9066 | SAMAR PAINTING & DECORATING INC | | 137 E MAIN STREET ELMSFORD NY 10523 | 12/01/2008 | 12/01/2013 |
| DOL | NYC | *****0987 | SCHWARTZ ELECTRIC CONTRACTORS INC | | 89 WALKER STREET NEW YORK NY 10013 | 01/04/2008 | 01/04/2013 |
| DOL | DOL | *****6348 | SEABURY ENTERPRISES LLC | | 22562 SEA BASS DRIVE BOCA RATON FL 33428 | 10/10/2007 | 10/10/2012 |
| DOL | NYC | *****8252 | SEVERN TRENT ENVIRONMENTAL SERVICES INC | | 16337 PARK ROW HOUSTON TX 77084 | 06/12/2007 | 06/12/2012 |
| DOL | DOL | *****0415 | SIGNAL CONSTRUCTION LLC | | 199 GRIDER STREET BUFFALO NY 14215 | 11/14/2006 | 11/14/2011 |
| DOL | DOL | *****8469 | SIGNATURE SEALCOATING & STRIPPING SERVICE | | 345 LIVINGSTON AVENUE JAMESTOWN NY 14702 | 04/04/2007 | 04/04/2012 |
| DOL | DOL | *****9397 | SKY COMMUNICATIONS, INC. | | PO BOX 278 DEWITT NY 13214 | 02/20/2007 | 02/20/2012 |
| DOL | AG | | SN CONTRACTING CORP | | 131 47TH STREET BROOKLYN NY 11232 | 01/25/2007 | 01/25/2012 |
| DOL | AG | *****7480 | SNA CONTRACTING CORP | | 131 47TH STREET BROOKLYN NY 11232 | 01/26/2007 | 01/25/2012 |
| DOL | AG | *****2738 | SNA CONTRACTING CORP. | | 131 47TH STREET BROOKLYN NY 11232 | 01/25/2007 | 01/25/2012 |
| DOL | AG | | SOLOMON WERZBERGER | | 56 LYNCREST DRIVE MONSEY NY 10952 | 08/18/2005 | 08/18/2010 |
| DOL | DOL | *****9822 | SOUTHWESTERN GENERAL CONTRACTING INC | | 1586 GOWANS ROAD ANGOLA NY 14006 | 10/08/2004 | 10/08/2009 |
| DOL | DOL | *****0918 | SPECTRUM CONTRACTING GROUP INC | | 875 THIRD AVENUE NEW YORK NY 10022 | 12/11/2006 | 12/11/2011 |
| DOL | AG | *****1355 | SPIRIDON ANTHOULIS | | 131 47TH STREET BROOKLYN NY 11232 | 01/25/2007 | 01/25/2012 |
| DOL | AG | | STACEY GOUZOS | | 131 47TH STREET BROOKLYN NY 11232 | 01/25/2007 | 01/25/2012 |
| DOL | DOL | *****3496 | STAR INTERNATIONAL INC | | 89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427 | 08/11/2003 | 08/11/3003 |
| DOL | NYC | *****6650 | START ELEVATOR CONSTRUCTION, INC. | | 4350 BULLARD AVENUE BRONX NY 10466 | 01/28/2008 | 01/28/2013 |
| DOL | NYC | *****3896 | START ELEVATOR MAINTENANCE, INC. | | 4350 BULLARD AVENUE BRONX NY 10466 | 01/28/2008 | 01/28/2013 |
| DOL | NYC | *****1216 | START ELEVATOR REPAIR, INC. | | 4350 BULLARD AVENUE BRONX NY 10466 | 01/28/2008 | 01/28/2013 |
| DOL | NYC | *****2101 | START ELEVATOR, INC. | | 4350 BULLARD AVENUE BRONX NY 10466 | 01/28/2008 | 01/28/2013 |
| DOL | DOL | | STEPHEN BALZER | | 34-08 PARKWAY DRIVE BALDWIN NY 11510 | 07/01/2008 | 07/01/2013 |

| | | | | | | | |
|-----|-----|-----------|---------------------------------------|-------------------------|---|------------|------------|
| DOL | DOL | | STEVE J NICTAS | | C/O J BARR CONS. 119-51 METROPOLITAN AVE JAMAICA NY 11415 | 12/14/2004 | 12/14/2009 |
| DOL | DOL | | STEVE MENZER | | 62 NEULIST AVENUE PORT WASHINGTON NY 11050 | 07/17/2004 | 07/17/2009 |
| DOL | DOL | | STEVE PAPASTEFANOU | | 1445 COMMERCE AVENUE BRONX NY 10461 | 10/09/2007 | 10/09/2012 |
| DOL | AG | | STEVEN TISCHLER | | 1465 46TH STREET BROOKLYN NY 11212 | 08/18/2005 | 08/18/2010 |
| DOL | DOL | *****5966 | SUPREME SPORT SURFACES, INC. | | 66 BENEDICT STREET CASTLETON NY 12033 | 03/02/2007 | 03/02/2012 |
| DOL | DOL | *****2036 | SURACI ENTERPRISES INC | | 364 BLEAKER ROAD ROCHESTER NY 14609 | 10/25/2007 | 10/25/2012 |
| DOL | AG | | TAO GENERAL CONTRACTORS INC | | 131 47TH STREET BROOKLYN NY 11232 | 01/25/2007 | 01/25/2012 |
| DOL | AG | | TARCISIO FERREIRA | | 151-60 7TH AVENUE WHITESTONE NY 11357 | 08/04/2004 | 08/04/2009 |
| DOL | AG | | TF PAINTING CORP. | | 151-60 7TH AVENUE WHITESTONE NY 11357 | 08/04/2004 | 08/04/2009 |
| DOL | DOL | | THEODORE F FAULKS | | 18 FIREWEED TRAIL HILTON NY 14468 | 06/10/2008 | 06/10/2013 |
| DOL | DOL | | THOMAS E. MOONEY | | 164 WINSLOW STREET WATERTOWN NY 13601 | 11/07/2006 | 11/07/2011 |
| DOL | DOL | | THOMAS GORMALLY | | 250 KNEELAND AVENUE YONKERS NY 10705 | 07/09/2007 | 07/09/2012 |
| DOL | DOL | | THOMAS L. SMALLS | LTS CONSTRUCTI ON | 24 MILLER STREET ROCHESTER NY 14605 | 06/30/2004 | 06/30/2009 |
| DOL | DOL | *****5306 | THOMAS MASONRY & CONCRETE INC | | 803 WEST AVE - SUITE 207 ROCHESTER NY 14611 | 08/18/2004 | 08/18/2009 |
| DOL | DOL | *****3284 | THOMAS MASONRY ENTERPRISE INC | | 955 BUFFALO ROAD ROCHESTER NY 14624 | 08/18/2004 | 08/18/2009 |
| DOL | DOL | *****3983 | TOMMASO ALLOCCA | | 15 PINE AIRE DRIVE BAY SHORE NY 11706 | 08/01/2005 | 08/01/2010 |
| DOL | DOL | *****9640 | TROPIC CONSTRUCTION CORP | | 59-45 56TH AVENUE MASPETH NY 11378 | 08/16/2005 | 08/16/2010 |
| DOL | DOL | *****8430 | TROPIC ROOFING CORP. | | 59-45 56TH AVENUE MASPETH NY 11378 | 08/16/2005 | 08/16/2010 |
| DOL | AG | *****3868 | TWO BY FOUR CARPENTRY & CONSTR INC | | 132 W 129TH ST-STE 4W NEW YORK NY 10027 | 08/12/2004 | 08/12/2009 |
| DOL | NYC | *****5184 | UDDIN USA CORP | | 663 DEGRAW STREET BROOKLYN NY 11217 | 05/17/2007 | 05/17/2012 |
| DOL | AG | | UN HAK KIM | | 75 WEST EDSALL BOULEVARD PALISADES PARK NJ | 04/14/2005 | 04/14/2010 |
| DOL | DOL | *****8663 | URBAN-SUBURBAN RECREATION INC | | 3 LUCON DRIVE DEER PARK NY 11728 | 06/20/2007 | 06/20/2012 |
| DOL | DA | | VASILIOS TSIMITRAS | | 235 91ST STREET BROOKLYN NY 11209 | 11/27/2006 | 11/27/2011 |
| DOL | DOL | | VIRGINIA L CAPONE | | 137 E MAIN STREET ELMSFORD NY 10523 | 12/01/2008 | 12/01/2013 |
| DOL | NYC | *****5466 | VIVA VICTORIA ENTERPRISES LTD | | 10317 90TH STREET OZONE PARK NY 11417 | 06/12/2006 | 06/12/2011 |
| DOL | DOL | *****0725 | W & B MECHANICAL CORP | | 303 TEN EYCK STREET BROOKLYN NY 11206 | 03/05/2005 | 03/05/2010 |
| DOL | DOL | *****6854 | W J GRINDER ROOFING | | 1765 MT READ BOULEVARD ROCHESTER NY 14606 | 10/18/2004 | 10/18/2009 |
| DOL | DOL | *****0329 | WET PAINT CO. OF OSWEGO, INC | | 19 E. CAYUGA STREET OSWEGO NY 13126 | 05/15/2008 | 05/15/2013 |
| DOL | DOL | | WHITE AND BLUE SHEET METAL INC. | | 303 TEN EYCK STREET BROOKLYN NY 11206 | 03/05/2005 | 03/05/2010 |
| DOL | DOL | *****3561 | WILEY DEVELOPMENT CO INC | | 235 NORTHAMPTON STREET BUFFALO NY 14208 | 08/11/2004 | 08/11/2009 |
| DOL | DOL | | WILLIAM PUTNAM | | 50 RIDGE ROAD BUFFALO NY 14215 | 09/03/2008 | 09/03/2013 |
| DOL | DA | | WILLIAM TSIMITRAS | | 235 91ST STREET BROOKLYN NY 11209 | 11/27/2006 | 11/27/2011 |
| DOL | DOL | | WINSTON J. GOINS, SR. | | 87 MALLING DRIVE ROCHESTER NY 14621 | 05/01/2006 | 05/01/2011 |
| DOL | DOL | *****6118 | WINTECH CONTRACTING INC | | 1950 E MAIN ST- STE 205A MOHEGAN LAKE NY 10547 | 07/22/2004 | 07/22/2009 |
| DOL | AG | | YANG GENERAL CONTRACTING LTD | | 131 47TH STREET BROOKLYN NY 11232 | 01/25/2007 | 01/25/2012 |
| DOL | AG | *****0288 | YIN CONSTRUCTION LTD | | 131 47TH STREET BROOKLYN NY 11232 | 01/25/2007 | 01/25/2012 |
| DOL | AG | *****1564 | ZARBEN GENERAL CONSTRUCTION INC | | 131 47TH STREET BROOKLYN NY 11232 | 01/25/2007 | 01/25/2012 |
| DOL | DOL | | ZEPHENIAH DAVIS | | 2068 ANTHONY AVENUE BRONX NY 10457 | 12/26/2007 | 12/26/2012 |

INDEX TO
GENERAL CLAUSES

| <u>DESCRIPTION</u> | <u>PAGE NO.</u> |
|---|-----------------|
| Article 1. Material and Workmanship | GC-2 |
| Article 2. Definitions | GC-2 |
| Article 3. Boundaries of Work | GC-3 |
| Article 4. Proper Method of Work and Proper Materials | GC-3 |
| Article 5. Control of Area | GC-3 |
| Article 6. Permits, Fees, etc. | GC-3 |
| Article 7. Traffic | GC-3 |
| Article 8. Inspection | GC-3 |
| Article 9. Stopping Work | GC-4 |
| Article 10. Dimensions | GC-4 |
| Article 11. Utilities and Service Lines | GC-4 |
| Article 12. Sanitary Regulations | GC-4 |
| Article 13. Representative Always Present | GC-4 |
| Article 14. Work in Bad Weather | GC-4 |
| Article 15. Protection of Work until Completion | GC-4 |
| Article 16. Removal of Temporary Structures and Cleaning Up | GC-4 |
| Article 17. Gross Loads Hauled on Highway | GC-5 |
| Article 18. Repairs Caused by Damage Due to Contractor's Operations | GC-5 |
| Article 19. Property Damage | GC-5 |
| Article 20. Claims for Damages | GC-5 |
| Article 21. Equivalent Quality | GC-5 |
| Article 22. Payment | GC-6 |
| Article 23. Extra Work: Increased Compensation Decreased Work: Credit to Owner | GC-6 |
| Article 24. Disputed Work - Notice of Claim for Damages | GC-7 |
| Article 25. Disqualification from Public Contracts of Persons who Refuse to Waive Immunity When Called to Testify Before a Grand Jury | GC-7 |
| Article 26. Contractor's Report of Employment & Weekly Affidavit | GC-8 |
| Article 27. Subletting | GC-8 |
| Article 28. Assignment of Contract | GC-8 |
| Article 29. Overlapping Work | GC-8 |
| Form - Contractor's Report of Employment and Weekly Affidavit | GC-10 |

GENERAL CLAUSES

1. Material and Workmanship

It is the intent of these specifications to require first-class work constructed of new and best quality materials unless otherwise stated. For any unexpected features arising during the progress of the work and not fully covered herein, the specifications shall be interpreted by the Engineer to require first-class work and materials, and such interpretations shall be accepted by the Contractor. Upon award of the Contract the Contractor shall furnish in writing to the Engineer the sources of supply for concrete, and other materials, which he proposes to use in the work, and material shall not be furnished from other sources of supply except after approval by the Engineer.

2. Definitions

OWNER - The County of Essex

COUNTY - Party of the First part to the Contract as represented by the Superintendent of Public Works for the County of Essex.

SUPERINTENDENT - The head of the Department of Public Works of the County of Essex.

ENGINEER - The Superintendent of Public Works or his duly authorized representative.

INSPECTOR - The representative of the Engineer specially designated to supervise the work for which these specifications are intended.

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

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

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

CONTRACTOR - Party of the second part to the contract acting directly or through his agents, sub-contractors, or employees, and who is responsible for all debts pertaining to and for the acceptable performance of the work for which he had contracted.

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

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

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

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

N.E.C. - National Electrical Code

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

3. Boundaries of Work

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

4. Proper Method of Work and Proper Materials

The Engineer shall have the power in general to direct the order and sequence of the work, which will be such as to permit the entire work under this contract to be started and to proceed as rapidly as possible, and such as to bring the several parts of the work to a successful completion at about the same time. If at any time before the commencement or during the progress of the work the materials and appliances used or to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase efficiency or to improve their character, and the Contractor shall conform to such order; but the failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress specified.

5. Control of Area

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

6. Permits, Fees, Etc.

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

7. Traffic

The Contractor shall be responsible for the Maintenance and Protection of traffic at all times until the date of completion and acceptance of his work. During the whole course of the work the Contractor shall so conduct his work and operations so as to interfere with traffic passing the work as little as possible and effect by every reasonable means the safety and comfort of pedestrians, vehicles and vehicle passengers passing the work.

8. Inspection

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

9. Stopping Work

The Engineer may stop by written order any work or any part of the work under this contract if, in his opinion the methods employed or conditions are such that unsatisfactory work might result. When work is so stopped it shall not be resumed until the methods or conditions are revised to the satisfaction of the Engineer, which must be signified in writing.

10. Dimensions

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

11. Utilities and Service Lines

The Contractor is hereby warned that a reasonable opportunity is to be given the Municipalities and Public Service Corporations to alter and install pipes, conduits or other structures prior to placing of pavement. No guarantee is given that public utility structures and service lines herein shown are correctly located. Locations given are from the best available information

12. Sanitary Regulations

Necessary housing convenience for the use of the workmen for changing clothes and for protection during inclement weather shall be provided. Toilet accommodations, properly secluded from observation, shall also be erected and maintained by the Contractor in such manner and at such points as shall be approved, and their use shall be strictly enforced. The Contractor shall obey and enforce such other sanitary regulations and orders and shall take such precautions against infectious diseases as may be deemed necessary. The building of shanties or other structures for housing the men, tools, machinery or supplies will be permitted only at approved places, and the sanitary condition of the grounds in and at such shanties or other structures must be at all times maintained in a satisfactory manner.

13. Representative Always Present

The Contractor in case of his absence from the work shall have a competent representative or foreman present, who shall follow without delay, all instructions of the Engineer or his assistants in the prosecution and completion of the work in conformity with this Contract, and shall have full authority to supply labor and materials immediately.

14. Work in Bad Weather

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

15. Protection of Work until Completion

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

16. Removal of Temporary Structures and Cleaning Up

On or before the completion of the work the Contractor shall, without charge therefore, tear down and remove all buildings and other structures built by him for facilitating the carrying out of the work, and shall remove all rubbish of all kinds from the grounds which he has occupied, shall do any small amount of additional trimming and grading and shall leave the entire work and premises clean, neat and in good condition.

The Contractor shall provide at his own expense suitable dumping places for such materials. When the necessity for protecting traffic ends, the Contractor shall remove all signs, lighting devices, barricades and temporary railing from the site of the work.

17. Gross Loads Hauled on Highway

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

18. Repairs Caused by Damage Due to Contractor's Operations

In the event that damage is caused to structures, surfacing, pavement, shrubbery, trees, or to grassed areas through trucking operations, delivery of materials, the actual performance of the work, or other causes, the Contractor shall fully restore the same to their original condition at his own expense. In the event that damages to any one area are caused by more than one contractor, the Engineer will apportion the amount of repair work to be done by each contractor. The decision of the Engineer shall be final.

19. Property Damage

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

20. Claims for Damages

No claims of any description for damages or delays caused by the work or negligence of other contractors will be allowed. Allowance will be made, however, for extension of the time of completion, provided, in the opinion of the Engineer, the delays of other contractors have actually delayed completion and further provided, that the Contractor has complied with those sections of the contract documents governing progress of the work, time of completion and extension of time.

21. Equivalent Quality

Wherever in the Contract Documents an article, material, apparatus, product or process is called for by trade name or catalog reference, or by the name of the patentee, manufacturer or dealer, it shall be the basis of the bid and shall be furnished under the Contract unless otherwise permitted by the Engineer. Should the Contractor desire to substitute other articles, materials, apparatus, products or processes, he shall apply to the Engineer in writing for approval of such substitution. With this application shall be furnished such information as required by the Engineer to demonstrate that the article, material, apparatus, product or process he wishes to use is the equal of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purpose for which it is intended. The Contractor shall set forth the reasons for desiring to make the substitution and shall further state what difference, if any, will be made in the Contract price for such substitution should it be accepted; it being the intent hereunder that any savings shall accrue to the benefit of the County. If the Engineer shall reject any such desired substitution as not being the equal of that specifically named in the contract, or if he shall determine that the adjustment in price in favor of the County is insufficient, the Contractor shall immediately proceed to furnish the designated article, material, apparatus, product or process. Where two or more articles, materials, apparatus, products or processes are listed as acceptable by reference to trade name or otherwise, the choice of these will be optional to the Contractor.

22. Payment

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

23. Extra Work: Increased Compensation

Decreased Work: Credit to the Owner

The Engineer may, at any time, by a written order, and without notice to the sureties, require the performance of extra work or require or approve changes in the work, or Decreased work ("work" to include but not be limited to specified methods of performing work) as he may deem necessary or desirable. The amount of compensation to be paid to the Contractor for any Extra Work, as so ordered, or credit to the Owner for such Decreased Work, as so ordered or approved, shall be determined as follows:

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

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

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

For equipment which is already on the project, the rental price shall start when ordered to work by the Engineer, and shall continue until ordered to discontinue by him.

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

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

24. Disputed Work - Notice of Claims for Damages

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

On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, or alleged to have been sustained, the Contractor shall file with the Engineer an itemized statement setting forth in detail the hours, rates, amounts, etc., of the labor, materials, equipment and other costs of such damages incurred during the preceding month, and, unless such statement shall be made as thus required, his claim for compensation shall be forfeited and invalidated and he shall not be entitled to payment on account of any such damage.

In addition to the foregoing statements, the Contractor shall, upon notice from the Superintendent of Public Works, produce for examination by the duly appointed representative of the Superintendent of Public Works, all his books of accounts, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, checkbooks and cancelled checks, showing all of his acts and transactions in connection with or relating to or arising by reason of this contract, and submit himself, his agents, servants and employees for examination under oath by a duly appointed representative designated by the Superintendent of Public Works to investigate claims made against the County. Unless the aforesaid statements shall be made and filed within the time aforesaid and the aforesaid records submitted for examination and the Contractor, his agents, servants, and employees submit themselves

for examination as aforesaid, the County shall be released from all claims arising under, relating to or by reason of this contract, except for the sums certified by the Engineer to be due under the provisions of this contract. It is further stipulated and agreed that no person has power to waive any of the foregoing provisions, and that in any action against the County to recover any sum in excess of the sums certified by the Engineer to be due under or by reason of this Contract, the Contractor must allege in his complaint and prove, at the trial, compliance with the provisions of this article.

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

25. Disqualification from Public Contracts of Persons who refuse to Waive Immunity

When Called to Testify Before a Grand Jury. It is understood and agreed by the Contractor that upon the refusal of the Contractor, or if the Contractor is a partnership or corporation, upon the refusal of a member, partner, director or officer of such partnership or corporation, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political subdivision thereof, or of a public authority, to sign a waiver of immunity against any future criminal prosecution or to answer any relevant question concerning such transaction or contract,

- (a) member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with the State, the County of Essex, or any public

department or official thereof, for goods, work or services, for a period of five (5) years after such refusal to sign a waiver of immunity; and

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

26. Contractor's Report of Employment and Weekly Affidavit

Each week the Contractor shall furnish to the Superintendent of Public Works a report of employment and affidavit in the form as shown within.

27. Subletting

As soon as practicable after execution of the contract, the successful bidder shall submit to the County for approval, a list with the names and addresses of the subcontractors to whom he is proposing to sublet parts of the work, and statements of the work they are to perform. He shall also submit additional information regarding their qualifications as may be later requested by the County. No part of the work may be sublet until after the Contractor has received the County's approval.

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

The Contractor shall insert appropriate clauses in all subcontracts to bind the subcontractors to the Contractor by all applicable provisions of the contract documents executed between the Contractor and the County, but this shall not be construed as creating any contractual relationship between subcontractors and the County. Prior to approval of the subcontractors, the County has the right to review and recommend changes in the subcontracts.

The County may designate the percentage and the specific parts of the total work that can be sublet by the Contractor, and if this designation has been made, it will be described in the Special Clauses.

28. Assignment of Contract

The Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or any part of it or any monies due and payable under the Contract, without prior written approval of the County. If such approvals are granted by the County, they shall in no way relieve the Contractor from any of his obligations under the terms of this contract. All documents assigning the Contract or any part of it or any monies due and payable under the Contract shall under the Contract shall contain a clause stating that all monies to be paid the assignee in accordance with the terms of the Contractor's contract with the County, are subject to a prior lien for services rendered or materials and equipment supplying such materials and equipment.

29. Overlapping Work

The Contractor shall take notice that because of work on other contracts within and adjacent to the contract limits he may not have exclusive occupancy of the territory within or adjacent to the contract limits, and that during the life of this contract the owners and operators of Public Utilities may make changes in their facilities. The said changes may be made by utility employees or by contract within or adjacent to the contract limits and may be both temporary and permanent.

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

The Contractor shall coordinate the work of his various Subcontractors. Their respective operations shall be arranged and conducted so that delays are avoided. Where the work of the Contractor or Subcontractors overlaps or dovetails with that of other Contractors, materials shall be delivered and operations conducted so as to carry on the work continuously in an efficient and workmanlike manner. Delays or oversights on the part of the Contractor or Subcontractors or Utility Owners in performing their work in the proper manner thereby causing cutting, removing and replacing work already in place, shall not be the basis for a claim for extra compensation.

In the event of interference between operations of Utility Owners and other Contractors, the Engineer shall be the sole judge of the rights of each Contractor and the sequence of work necessary to expedite the completion of the entire project, and in all cases his decision shall be final. The Contractor agrees that he has included in his unit prices bid for the various items of the Contract the possible additional cost of performing the work under this contract because he may not have a clear site for his work and because of possible interference of roadway use, other Contractors and necessary utility work, and the necessity or desirability of opening certain sections of pavement to traffic before the entire work is completed.

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

CONTRACTOR'S REPORT OF EMPLOYMENT AND WEEKLY AFFIDAVIT

County of Essex

Department of Public Works

Contract No. _____ Report No. _____ Weeks Ending _____

Title of Contract and Location _____

Contractor or Subcontractor _____

Address _____

I, _____
(Name of signatory person and title)

being duly sworn, to depose and say, that I pay or supervise the payment of the persons employed by _____
(Contractor or Subcontractor)

on the above referenced contract work; that during the payroll period commencing on the ____ day of _____
____ 20__ and ending on the ____ day of _____, 20__, all persons employed by me on the contract
work have been paid the full weekly wages earned; that no rebates have been made or will be made either directly or
indirectly to or on behalf of said _____, other than those deductions which are
permissible or required by the various Federal, State or local statutes and ordinances; and that the following
summary of wages paid is true and accurate:

| | <u>During the Week</u> | <u>Total to Date</u> |
|----------------------------|------------------------|----------------------|
| Number of names on payroll | | |
| Hours works | | |
| Total wages earned | | |

By _____
(Signature and Title)

State of _____) ss.

County of _____)

Sworn to before me this ____ day of _____ 20__

Notary Public

The above summary of wages paid is true and accurate as to facts and extensions, to the best of my knowledge and belief.

(DATE)

(Signature & Title of Essex County Public Works Engineer)

INDEX TO
STANDARD SPECIAL CLAUSES
ROAD AND BRIDGE CONSTRUCTION CONTRACTS

| <u>DESCRIPTION</u> | <u>PAGE NO.</u> |
|---|-----------------|
| Article 1. Intent | SCRB-2 |
| Article 2. Contract Terms | SCRB-2 |
| Article 3. Tonnage Payments | SCRB-2 |
| Article 4. Pre-Construction Conference | SCRB-2 |
| Article 5. Preservation of Natural Features | SCRB-2 |
| Article 6. NYS DEC Memorandum of Understanding | SCRB-3 |
| Article 7. Prevention of Dust Hazard | SCRB-3 |
| Article 8. Use of Explosives | SCRB-3 |
| Article 9. Construction Near Pipes Conveying Combustible Gas | SCRB-4 |
| Article 10. Notice of Utility Owners | SCRB-4 |
| Article 11. Protection of Utilities and Structures | SCRB-4 |
| Article 12. Test Pits | SCRB-4 |
| Article 13. Protection of Pavement | SCRB-4 |
| Article 14. Protection of Structures from Bituminous Materials | SCRB-5 |
| Article 15. Salvable Materials | SCRB-5 |
| Article 16. Filling and Backfilling at Structures, Culverts and Pipes | SCRB-5 |
| Article 17. Areas Inaccessible to Roller | SCRB-5 |
| Article 18. Pipes and Culverts in Fill Areas | SCRB-5 |
| Article 19. Delivery of Materials | SCRB-5 |
| Article 20. Asphalt Concrete Payment | SCRB-5 |
| Article 21. Portland Cement Concrete | SCRB-6 |
| Article 22. Cleaning of Catch Basins and Manholes | SCRB-6 |
| Article 23. Noisy Manhole Covers | SCRB-6 |
| Article 24. Guarantee of the Work Under the Contract | SCRB-6 |
| Article 25. Contract Work by General Contractor | SCRB-6 |
| Appendix "A" – Memorandum of Understanding | SCRB-7 |

STANDARD SPECIAL CLAUSES
ROAD AND BRIDGE CONSTRUCTION CONTRACTS

1. Intent.

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

2. Contract Items.

All Materials of Construction, General Construction Items and Item Specifications, and Roadside Development Payment Items and Item Specifications not prefixed with the letter "E" shall be as specified in Section 200 thru 700 of the State of New York, Department of Transportation Design and Construction Division Standard Specifications of January 2, 1990 as amended to date, hereafter referred to as the "New York State Department of Transportation Specifications." In utilizing the State Department of Transportation Specifications, the following substitutions in the text shall be made:

- a. for State, substitute County of Essex
- b. for Department or Division, substitute Essex County Department of Public Works
- c. for Commissioner substitute Essex County Superintendent of Public Works
- d. for Executive Deputy Commissioner substitute Deputy Superintendent of Public Works
- e. for Chief Engineer, Deputy Chief Engineer, District Engineer, Engineer, or Engineer in Charge, substitute Engineer
- f. for Comptroller, substitute County Treasurer of Essex County Copies of the State publication are available for reference purposes in the offices of the Engineering Division, Essex County Department of Public Works, 8053 US Route 9, Elizabethtown, NY 12932 (office location, Route 9, Town of Lewis). They may be purchased from Accounting and Fiscal Service Bureau, D.O.T., State Office Campus, 1120 Washington Avenue, Albany, NY, 12232.

3. Tonnage Payments.

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

4. Pre-Construction Conference.

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

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

5. Preservation of Natural Features.

Essex County lies entirely within the boundary of the Adirondack Park and, therefore, the Contractor shall exercise extraordinary care to preserve and protect the natural features of all public and private property on or adjacent to the work site which will not be directly affected by the required construction. Before commencing work under the contract, the Contractor shall secure the Engineer's approval of proposed locations for temporary access roads not specified, storage areas for his equipment and materials, and parking areas for his/her own vehicles and those of

his/hers workers. Thereafter, unless otherwise approved by the Engineer, the Contractor shall restrict all such activities to these locations. Before completion of the contract work, the Contractor shall restore at his/her own expense to their original condition or better, all temporary access, storage or parking areas and all other areas on or adjacent to the work site not directly affected by the required construction which have been disturbed in any way by the Contractor's operations.

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

6. NYS DEC Memorandum of Understanding

The County of Essex and the New York State Department of Environmental Conservation have a Memorandum of Understanding. This Memorandum establishes an Agreement of Cooperation in the handling of projects initiated by the Department of Public Works which come under the jurisdiction of the Protection of Water Law. For projects within that category the Contractor shall comply with all Standards of Performance outlined in this document. This Memorandum of Understanding is included at the end of this Section as Appendix "A".

7. Prevention of Dust Hazard.

In accordance with the New York State Labor Law, Section 22a, in the event a silica or other harmful dust hazard is created due to construction operations under the contract, the Contractor shall install, maintain and keep in effective operation the appliances and methods for the elimination of such silica dust or other harmful dust as have been recommended and approved by the State and local authorities.

8. Use of Explosives.

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

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

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

In accordance with the New York State Penal Law, Section 1918 as amended, the Contractor or his subcontractor shall not discharge explosives in the ground unless written notice is first given seventy-two hours in advance to the person, corporation or municipality engaged in the distribution of combustible gas in the area. He shall further ascertain if there are any gas lines within a radius of two hundred feet from the point of discharge which are being maintained by a person, corporation or municipality other than the person, corporation or municipality servicing the

territory. If there are, he shall give written notice seventy-two hours in advance to those parties. Thereafter the work shall be performed in such manner as to avoid damages to any pipe conveying combustible gas.

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

9. Construction Near Pipes Conveying Combustible Gas.

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

10. Notices to Utility Owners.

At least forty-eight hours before breaking ground for construction, the Contractor shall give written notice to all concerned utility owners that valve boxes, curb boxes, manholes and other similar structures must be adjusted to the finished surfaces of roadway, shoulder or sidewalk areas, or that pipes, conduits, poles or other structures must be altered, removed or relocated. Thereafter the Contractor shall give a reasonable opportunity to the owner of the utility or structure to have the work done. All work adjusting structures or altering, removing, relocating or installing pipes, conduits, poles or other structures will be done at the expense of the owners of the utility or structure, utilizing their own facilities if they so choose, or by utilizing the forces of the Contractor under separate contract.

11. Protection of Utilities and Structures.

The Contractor shall be responsible for the preservation of all public and private underground and surface utilities and structures at or adjacent to the site of construction, insofar as they may be endangered by his operations. This shall hold true whether or not they are shown on the contract drawings. If they are shown on the drawings, their locations are not guaranteed by the County even though the information will be from the best available sources, and in any event, others not shown may be encountered in the field. The Contractor shall give ample and reasonable notice to all private, corporate, or municipal owners before work is done near their utility or structure, shall properly protect all utilities and structures he encounters, shall at his own expense repair or replace any that he damages, and shall constantly proceed with caution to prevent undue interruptions to utility services.

12. Test Pits.

Test pits shall be excavated by the Contractor at such locations as may be designated by the Engineer for the purpose of locating underground structures and pipes or to determine subsurface conditions. Test pits shall be backfilled at such time as directed by the Engineer. Payment for this work will be made under applicable excavation payment items that may be in the contract; otherwise payment will be made under Item E-800-Miscellaneous Additional Work.

13. Protection of Pavement.

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

14. Protection of Structures from Bituminous Materials.

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

15. Salvable Materials

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

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

16. Filling and Backfilling at Structures, Culverts & Pipes.

All filling and backfilling at structures, culverts and pipes shall be done in accordance with the provisions of subsection 203-3.15 of the General Specifications of the New York State Department of Transportation Specifications, except as follows:

Backfill shall be placed over pipe to a minimum height of twelve inches.

17. Areas Inaccessible to Roller.

Compaction of subgrade and base courses where widths restrict the use of a standard ten-ton roller shall be accomplished with a trench roller or a vibrating compactor, in accordance with the directions of the Engineer.

18. Pipes and Culverts in Fill Areas.

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

19. Delivery of Materials.

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

20. Asphalt Concrete Pavement.

- a. In order to insure the uniform appearance of finished pavement, aggregate from only one stone quarry shall be used throughout the work.
- b. Prior to the placement of asphalt concrete pavement, the contact surfaces of all structures within or adjacent to the area of the new pavement shall be
- c. painted with the same bituminous material as used in the pavement mix. Payment for the forgoing work shall be deemed to be included in the unit price the Contractor has bid for the appropriate asphalt concrete payment item.

21. Portland Cement Concrete.

It is intended that all concrete placed under the Contract shall be air-entraining concrete. The type of Portland cement to be used shall be Type 2 with an approved air-entraining agent as specified in Section 701-01 Portland cement and Section 711-08 Admixtures of the New York State Department of Transportation Specification. The amount of air-entrainment shall be as required in Table 501.4 of the same specifications.

22. Cleaning of Catch Basins and Manholes.

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

23. Noisy Manhole Covers.

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

24. Guarantee of the Work Under the Contract.

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

25. Contract Work by General Contractor.

Contract work amounting to not less than 50 percent of the executed contract price shall be performed by the Contractor's own organization which shall be construed to include only workman directly employed and paid by the Contractor, and equipment owned or rented by the Contractor, such equipment being furnished with or without operators.

The only exception to the foregoing requirement shall relate to "Specialty Items" as designated by the County in these specifications or during the course of the actual contract construction work. "Specialty Items" shall be construed to be limited to contract work requiring highly specialized knowledge, craftsmanship or equipment not ordinarily available in the contracting organizations qualified to bid on this contract as a whole, and in general, shall be limited to minor components of the total contract. Such "Specialty Items" of the contract work may be sublet by the Contractor, but only after he has solicited permission to do so from the County and the County has granted such permission and has approved the Contractor's proposed subcontractor. The total sum of all County approved "Specialty Item" subcontracts as negotiated directly by the Contractor will be deducted from the contract price as executed between the Contractor and the County, before the County computes the final dollar amount of contract work that the Contractor must and shall perform with his own organization.

APPENDIX "A"
MEMORANDUM OF UNDERSTANDING

No. 1500

BETWEEN

THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION OF THE STATE OF NEW YORK, hereinafter referred to as the DEPARTMENT, and the COUNTY OF ESSEX, hereinafter referred to as the MUNICIPALITY.

FOR THE PERIOD OF DATE OF EXECUTION TO DECEMBER 31, 2009.

Resolution No. 10 of 2001

WHEREAS, the DEPARTMENT is responsible for the protection of the water resources of certain classified waters in New York State as set forth in Article 15, Title 5 of the Environmental Conservation Law, and

WHEREAS, this Memorandum of Understanding (MOU) between the DEPARTMENT and the MUNICIPALITY establishes an Agreement of Cooperation between the parties for the administration of this responsibility under the Environmental Conservation Law.

THEREFORE, BE IT RESOLVED that Frederick H. Buck is hereby empowered to sign this Memorandum of Understanding on behalf of the MUNICIPALITY of Essex County, and

BE IT FURTHER RESOLVED that this Memorandum of Understanding shall take effect immediately upon its signing by the DEPARTMENT'S Regional Permit Administrator.

WATERS COVERED BY THIS MEMORANDUM

All NON-NAVIGABLE waters in the municipality classified C with a standard of (T) and higher by the Department of Environmental Conservation, excluding any waters on State Owned Forest Preserve Land.

WORK COVERED BY THIS MEMORANDUM

Municipal public works projects within the scope of work identified below that will that will change, modify, or disturb the course of the bed, or necessitate the removal of sand, gravel, or other material from the bank of any protected stream necessary for:

- a. Stream disturbance for culvert installations or bridge repair, replacement, or construction, provided the disturbance of the bed or banks is limited to less than fifty (50) linear feet along any 1,000 consecutive linear feet of a watercourse;
- b. Channel clearing that involves less than fifty (50) linear feet of stream in any 1,000 consecutive linear feet of length;
- c. Placement of stone rip-rap that involves stream channel/bed disturbance or removal of material from bed or banks for less than fifty (50) linear feet in any 1,000 consecutive linear feet of a protected watercourse;
- d. Installation of dry hydrants for fire protection purposes.

PERMITS

No permit shall be required for the above work undertaken where the State DOES NOT OWN FISHING RIGHTS where the stream is not a Forest Preserve land or other lands owned by the State (a Temporary Revocable Permit must be obtained for the Department's Division of Lands and Forests for work proposed on Forest Preserve land):

ALL OTHER WORK falling within the jurisdiction of the Environmental Conservation Law, Article 15, Title 5 WILL REQUIRE AN INDIVIDUAL PERMIT and may be carried out only after complying with 6NYCRR parts 608, 617 and 621 and obtaining the necessary permits for the proposed work.

Notification

Notification must be provided to the appropriate Environmental Permits office identified on the cover page by telephone or Fax a MINIMUM OF TWO (2) FULL BUSINESS DAYS before undertaking work covered by this Memorandum. Information that must be provided includes: name and title of contact person, telephone number for the contact person, municipality, Memorandum number, date, location of the project, watercourse affected, description of work, date work will start, proposed completion date and any other pertinent information. A location map is required if the notification is submitted by fax or letter. A copy of this MEMORANDUM must always be at the project site.

STANDARDS OF PERFORMANCE

All work shall meet the following standards:

1. In order to protect spawning trout or salmon populations, all work must be avoided during the period October 1 to May 1. Any work undertaken during this period will require a separate permit or the written approval of the DEPARTMENT.
2. Heavy equipment must not be driven in the water or operated within a stream channel that has not been isolated by use of a cofferdam or silt screening, as appropriate.
3. Petroleum products or other pollutants must not be allowed to enter the stream.
4. The job site must be left in a condition at the conclusion of each workday to prevent erosion and stream sedimentation. Mechanized equipment must be parked (stored) at a suitable upland location at the conclusion of the workday so as to prevent the possibility of pollutants from entering the water body.
5. The project must not obstruct the upstream or downstream movement of fish (i.e. culverts and floors of box culverts must be installed flush with or below the stream bed).
6. When modifying a stream bed, the centerline must be 8 to 12 inches lower than the toe of the channel bank (edge of the stream) to concentrate the flow of water.
7. Visibly turbid (discolored) discharges from dewatering operations or excavation activities must not be allowed to enter the stream. Any such turbid basin, (2) filtered through crushed stone, sand, hay bales, silt screening (maximum opening size of US Standard Sieve No. 40), etc., or (3) directed to a grassy upland area sufficiently distant from the stream to filter the water and prevent the entry of visibly turbid water.
8. Staked hay bale/filter fabric barriers, silt fencing or other approved erosion control measures necessary to prevent sediments from entering any wetland or water body must be used on the down-slope edge of any disturbed areas. This barrier must be put in place before any disturbance of the ground occurs and must be maintained in good condition until all disturbed land is adequately vegetated to retain sediments on the project site. All filter fabrics or silt fence shall have an equivalent opening size of US Sieve #40 or higher. See Standard and Specifications for Silt Fence from New York Guidelines for Erosion and Sediment Control (attached) for guidance on installation and maintenance.

9. All disturbed stream banks below the normal high water level must be graded to no steeper than a 1 vertical to 2 horizontal slope, covered with stabilization fabric (filter cloth) and adequately rip-rapped with angular rock at least 6 inches in diameter (or equivalent) within 48 hours of the disturbance. See Figures 5B.19 and 5B.20 from New York Guidelines for Urban Erosion and Sediment Control (attached). All disturbed areas upland (above the normal high water level) of the rip-rap must be planted with rye grass and perennial grasses and mulched to a depth of at least 1 inch within 48 hours of completion of backfilling and/or grading.

10. Adequate precautions must be taken to prevent the entrance of fresh concrete into the waters of New York State. Only watertight or waterproof forms must be used, and wet concrete must not be poured to displace water within the forms (the forms must be pumped dry before the form is filled with concrete). Equipment, tools, and trucks used in a project must be cleaned in such a manner and location as to prevent wash water from entering any waters, either directly or indirectly.

11. The natural stream flow must not be constricted or altered as a result of project activity (i.e. the channel must be left at the same width, gradient, and hydraulic capacity as the area immediately upstream and downstream of the project area).

12. Only clean gravel (without sand, soil, dirt particles, or refuse) may be used as fill in construction or in filling bridge approaches or culvert crossings. Where available, washed gravel shall be used.

13. Any dike or cofferdam required to isolate the work area must be made of washed #1 or larger stone and/or sandbags or plastic liners or a prefabricated cofferdam. Sandbags must be of the filter fabric type, double bagged and individually tied to prevent leakage and placed and removed by hand.

14. Both the inlet and outlet ends of an installed culvert must be adequately riprapped with rock not less than 6 inches in diameter to prevent culvert failure during periods of high stream flow. Riprap must be installed within 48 hours of backfilling of the culvert.

15. For culverts installed as temporary detours, bedding and backfill shall consist of washed #3 or larger stone, unless otherwise approved by DEPARTMENT staff.

16. All multiple piece culverts shall have gaskets installed at culvert joints.

17. In order to maintain water quality standards, there must be no increase in turbidity below the work site as compared to water clarity upstream of the project site (there must not be a visible contrast to natural conditions).

18. A sufficient flow of water must be maintained at all times to sustain aquatic life downstream of the work area.

NOTE: A COPY OF THE MEMORANDUM MUST ALWAYS BE AT THE PROJECT SITE.

NOTE: This MEMORANDUM does not eliminate the need to obtain other approvals, such as landowner permission, or permits, such as from the Adirondack Park Agency or U.S. Army Corps of Engineers.

NOTE: Emergency Work - See: Section 70-0116 ECL and 6NYCRR Section 621.12.

NOTE: Excavation or fill in navigable waters is not covered under this Memorandum, and a permit is required. See
SCRB-9

Section 15-0505 ECL and 6NYCRR Section 608.5.

NOTE: Construction, reconstruction, or repair of dams or docks may require a permit. See: Section 5-0503 ECL and 6NYCRR Section 608.3

NOTE: This MEMORANDUM does not allow work in a designated New York State Freshwater Wetland or its 100-foot wide adjacent area. A separate permit may be required from the DEPARTMENT for work in these areas.

REVIEW OF PUBLIC WORKS PLANS

The MUNICIPALITY must provide plans and specifications of proposed works that are covered by this MEMORANDUM to any DEPARTMENT representative upon request at the MUNICIPALITY'S office. The DEPARTMENT may make such recommendations as may be pertinent for the preservation of water quality that will be consistent with the best interests of the public and the protection of water resources.

REVOCATION OF MEMORANDUM OF UNDERSTANDING

If the required notification is not furnished or if the DEPARTMENT determines that the MUNICIPALITY has violated any of the STANDARDS OF PERFORMANCE or failed to comply with the recommendations of the DEPARTMENT staff, the DEPARTMENT may unilaterally revoke this Memorandum of Understanding. Such revocation shall be effective upon receipt of written notice from the Regional Permit Administrator.

It is the intent of this Memorandum of Understanding, through the mutual cooperation of both the DEPARTMENT and the MUNICIPALITY, to facilitate municipal public works projects, preserve the quality of the water resources, and remain consistent with the best interests of the public.

The resolution authorizing the execution of this agreement, and any subsequent re-authorizations, by the MUNICIPALITY are herein a part of the Memorandum.

INDEX TO
STANDARD SPECIAL CLAUSES

FACILITIES CONTRACTS

| <u>DESCRIPTION</u> | <u>PAGE NO.</u> |
|---|-----------------|
| Article 1. Intent | SCF-2 |
| Article 2. Payment for Special Clauses | SCF-2 |
| Article 3. Miscellaneous Additional Work | SCF-2 |
| Article 4. Patent Warranty | SCF-2 |
| Article 5. Materials | SCF-3 |
| Article 6. Standard of Quality | SCF-6 |
| Article 7. Proprietary Item | SCF-6 |
| Article 8. Protection Against Accidents | SCF-6 |
| Article 9. Job Meetings | SCF-6 |
| Article 10. Cutting and Patching | SCF-7 |
| Article 11. Cleanup and Removal of Debris | SCF-7 |
| Article 12. Guarantee of Work | SCF-7 |
| Article 13. Shop Drawings | SCF-8 |
| Article 14. Temporary Services | SCF-9 |
| Article 15. Protection | SCF-9 |
| Article 16. Sequence of Construction Operations | SCF-9 |
| Article 17. Preservation of Natural Features | SCF-9 |

STANDARD SPECIAL CLAUSES
FACILITIES CONTRACTS

1.0 Intent

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

2.0 Payment for Special Clauses

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

3.0 Miscellaneous Additional Work

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

3.1.1 necessitated by encountering during the course of the work field conditions of a nature not determinable during design, or

3.1.2 for which no unit prices are applicable.

3.2 Method of Measurement - Only that miscellaneous additional work shall be performed by the Contractor and will be paid for by the County which has been authorized by the Engineer in writing, prior to its commencement.

Article 21 of the Information for Bidders, entitled "Increase or Decrease of Quantities: Elimination of Items", will still apply relative to the percentage of the total awarded contract price that the work under the contract may be increased or decreased.

3.3 Payment - The total amount paid to the Contractor will be determined in accordance with the provisions of Article 23 of the General Clauses entitled "Extra Work: Increased Compensation; Decreased Work; Credit to the Owner", and such payment will include only that overhead and profit that is applicable to the work performed under this item.

Each Contractor shall include in his total bid the lump sum printed in the proposal opposite this item. This amount is given for the purpose of canvass, and any bid other than the specified amount will be considered informal.

4.0 Patent Warranty

4.1 Each Contractor expressly represents, warrants and agrees that he has the legal right to furnish and install and to authorize the County to purchase and use the equipment hereby offered each and every one of its several parts and every feature thereof, under one or the other, or partly under one and partly under the other of the following representations.

4.1.1 That the Contractor possesses a valid patent or patents covering the equipment to be furnished hereunder, or part, or features thereof, or has permit(s) and licenses authorizing him to furnish and install the equipment.

4.1.2 That for the equipment offered or certain parts or features thereof are not covered by any valid patent or patents within the knowledge of the Contractor.

4.2 Each Contractor further warrants and agrees that if any patent is hereafter issued to any person whatsoever with respect to the equipment, or any part, or features thereof, the Contractor will obtain such permit or license from the Patentee as may be necessary to authorize the use of the equipment by the County.

4.3 Each Contractor further represents, warrants and agrees that he and his sureties shall hold themselves responsible for, and defend any claims made against the County for any infringement on patents due to the purchase and use by the County of said equipment or any part or feature thereof; that they will indemnify and save harmless the County from all costs, expenses and damages which it shall be obliged to pay by reason of any such infringement of patents.

4.4 The Contractor further agrees in the event the use of any of the equipment is enjoined and the Contractor is unable within a reasonable time to devise other equipment which will satisfactorily perform the same functions without infringement on any patent, that he will remove the equipment and refund to the County the entire cost of its purchase and installation, plus the sum of \$5.00 per day as liquidated damages for each and every day until the substitute equipment has been purchased and installed by the County.

4.5 The Contractor further agrees in the event that any claim or notice of claim for infringement of patents are made prior to the making of payment by the County for the equipment and/or material proposed to be furnished and installed hereunder, that the County may withhold any sum due to the Contractor for such equipment and/or material until such claims have been settled or adjudicated.

5.0 Materials

5.1 Quality

5.1.1 it is the intent of these Specifications to describe definitely and fully the character of materials and workmanship required with regard to all ordinary conditions of the work and to require first-class work and new and best quality materials in all particulars. For unexpected conditions arising during the progress of the work and not fully covered herein, the Specifications shall be interpreted by the Engineer to require first-class work and materials and such interpretations shall be accepted by Contractors.

5.1.2 Where materials or devices are specified in these documents by reference to Government, Manufacturer's Association, or Professional Society Standards, the pertinent sections of the latest edition of such standards shall have the same force and effect as if set forth in full in these Specifications. The following abbreviations will be used as indicated for the principal societies.

| | |
|--------|--|
| AASHTO | American Association of State Highway and Transportation Officials |
| ACI | American Concrete Institute |
| AIA | American Institute of Architects |
| AISC | American Institute of Steel Construction |
| ANSI | American National Standards Institute |
| ASHRAE | American Society of Heating, Refrigerating and Air Cond. Engineers |
| ASTM | American Society for Testing and Materials |
| AWA | American Waterworks Association |
| AWI | American Woodworking Institute |
| AWS | American Welding Society |

| | |
|------|--|
| BHMA | Builders Hardware Manufacturers Association |
| CS | Commercial Standards |
| FS | Federal Specifications |
| IEEE | Institute of Electrical and Electronic Engineers |
| NEC | National Electric Code |
| NEMA | National Electrical Manufacturer's Association |
| NFPA | National Fire Protection Association |
| SDI | Steel Deck Institute |
| TCA | Tile Council of America, Inc. |
| TMCA | Tile and Marble Contractors of America |
| UL | Underwriter's Laboratories, Inc. |

5.1.3 Motors and mechanisms shall operate as quietly as possible.

5.2 Delivery, Storage and Handling:

5.2.1 Materials shall be delivered in manufacturer's original sealed containers with complete identification of contents and manufacture, and kept sealed in original containers until used. Labels shall not be removed until materials have been installed and inspected.

5.2.2 Materials shall be delivered, stored, and handled with proper equipment and in a manner to protect them from damage.

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

5.2.4 Finish materials shall be protected from dirt and damage. Perishable materials shall be stored within appropriate weatherproof enclosures.

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

5.2.6 The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits, or directions of the Engineer, and shall not unreasonably encumber the premises with his materials.

5.2.7 The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

5.2.8 Whenever the Contract Documents require delivery by the Contractor of any materials, equipment, or other items, the term delivery shall be deemed to include unloading and storing with proper protection where directed.

5.3 Federal Regulations

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

5.4 Name Plates

5.4.1 Each piece of operable equipment to be furnished and installed by a Contractor under his Contract such as motors, pumps, heaters, fans, transformers, switch and fuse racks and other similar equipment shall be provided with a substantial name plate of non-corrodible metal securely fastened in place and clearly and permanently inscribed with the manufacturer's name, the model or type designation, the serial number, the principal rated capacities, the electrical or other power characteristics and other similar and appropriate information.

5.4.2 Manufacturer's identification shall be inconspicuous, but where nameplates contain information relative to characteristics or maintenance, they shall be clearly visible and located for easy access.

5.4.3 the nameplate of a subcontractor or a distributor will not be permitted.

5.5 Manufacturer's Certification

5.5.1 Prior to the delivery of any water or sewer pipe to the construction site, the Contractor shall furnish properly attested documents certifying as to the type, class, and name of manufacturer and source of supply of the pipe. One copy of each document shall be forwarded to the Engineer at the construction site and to the Superintendent of Public Works care of the Engineering Division, Essex County Department of Public Works, 8053 US Route 9, Elizabethtown, NY 12932

5.6 Samples

5.6.1 Contractor shall furnish in triplicate, or as otherwise specified hereinafter, for approval of Engineer, any samples required by the specifications or that may be requested by the Engineer, of any and all materials he proposes to use, and shall prepay all shipping charges on the samples. Contractor shall send all samples to the office of the Engineer, except when directed otherwise. One sample of approved material will be returned to Contractor and one forwarded to Owner and the third sample will remain on file in the Engineer's Office. Disapproved samples of materials will be returned to Contractor. All samples returned to Contractor or forwarded to Owner will be identified with Engineer's approval or disapproval as the case may be.

5.6.2 No samples are to be submitted with bids.

5.6.3 No materials or equipment of which samples are required to be submitted for approval shall be used on the work until such approval has been given by the Engineer.

5.6.4 each sample shall have a label indicating the material represented, its place of origin and the names of the producer, the Contractor and the building or work for which the material is intended. Samples of finished materials represented are required by the Drawing of Specifications.

5.6.5 A letter in duplicate submitting each shipment of samples shall be mailed under separate cover by Contractor and contain a list of samples, name of the building or work for which the materials are intended, and the brands of the materials and name of the manufacturers.

5.6.6 Approval of any sample shall be only for characteristics or for uses named in such approval, and no other. No approval of a sample shall be taken in itself to change or modify any contract requirement. When a material has been approved, no additional sample of that material will be considered and no change in brand or make will be permitted. Approved samples held by Engineer will be returned to Contractor upon completion of work, if requested.

5.6.7 Transaction with manufacturers or subcontractors shall be through Contractors.

5.6.8 Where Specifications require manufacturer's printed installation directions; Contractors shall submit quadruplicate copies of such direction with samples submitted for approval.

5.7 Dissimilar Materials

5.7.1 Where metals are placed in contact with or fastened to dissimilar metals, concrete, masonry, wood or other absorptive materials subject to repeated wetting or wood treated with a preservative non-compatible with the metal or if drainage from dissimilar materials passes over the work, the Contractor shall treat the contact surfaces with a heavy coat of approved alkali-resistant bituminous paint.

5.7.2 Where one of the metals is aluminum, a coat of zinc-chromate primer shall be applied prior to the bituminous paint.

6.0 Standard of Quality

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

7.0 Proprietary Item

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

- a) The use of trade names is necessary for effective and workable specifications for the item.
- b) All manufacturers known by individuals familiar with the trade involved have been listed.

8.0 Protection Against Accidents

8.1 The Contractor shall at all times exercise all necessary precautions for the safety of the public, employees on the worksite and County personnel. He shall provide and maintain barricades, danger signals and other safeguards about his work and shall be held responsible for all accidents or damages to persons or property caused by failure to do so throughout the progress of the work. He shall comply with all applicable provisions of Federal, State and County Safety Laws.

8.2 All physical hazards shall be guarded in accordance with safety codes approved by the American National Standards Association. In case of conflicts, the Federal, State or Local Laws and regulations shall govern.

9.0 Job Meetings

The Contractor, or his superintendent, shall attend job meetings with the Owner's representative and the Engineer for the purpose of discussing expedition, execution, and coordination of the work. Job meetings will be scheduled periodically (the first to be prior to commencement of construction) at a time and place designated by the Engineer. The Contractor shall require attendance at job meetings by any subcontractors whom the Engineer may designate.

10.0 Cutting and Patching

10.1 Where walls, floors, ceilings or other work require cutting for the installation of new work, all such cutting shall be done by the Contractor with the approval of the Engineer; and the Contractor shall patch the opening to make the cut portions match the adjacent finished surfaces, unless otherwise indicated.

10.2 The Contractor shall not endanger any existing condition by his operations.

10.3 The cost of all cutting and patching of walls, floors, ceiling or other surfaces caused by the Contractor's negligence shall be borne by the Contractor.

11.0 Cleanup and Removal of Debris

11.1 At the end of each working day, the Contractor shall sweep up and collect all his rubbish and place it in appropriate containers to be furnished by the Contractor. Containers shall be kept at a location on or adjacent to the work site, to be designated by the Engineer. Wood or cardboard crates and other debris of a similar nature shall be broken up, securely bundled and neatly stacked alongside the containers. Once each week and at the completion of the work the Contractor shall remove all accumulated debris and rubbish.

11.2 At completion of his work, Contractor shall clean all equipment, fixtures, surfaces and accessories, removing all dust and other foreign matter and shall leave every part in perfect condition and ready for use.

11.3 Just prior to delivery of job to the Owner, the entire work area shall be broom cleaned by the Contractor.

12.0 Guarantee of Work

12.1 Except as otherwise specified, all work performed under the Contract shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one year from the guarantee starting date (which shall be defined as the date of final Certificate for Payment or the date of actual full occupancy of the building, whichever is earlier). The building, section thereof, or item of equipment, shall be occupied or put into actual use by the Owner only after judged completed by the Engineer and approved by him as ready for occupancy or use.

12.2 If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Engineer is rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract, the Contractor shall promptly upon receipt of notice from Owner and without expense to Owner:

12.2.1 Place in satisfactory condition in every particular all of such guaranteed work correct all defects therein, and

12.2.2 Make good all damages to the building or site, or equipment or contents thereof which, in opinion of the Engineer, is the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract; and

12.2.3 Make good any work or material, or equipment and contents of said building or site disturbed in fulfilling any such guarantee.

12.3 In any case where in fulfilling requirements of the Contract or of any guarantee embraced in or required thereby the Contractor disturbs any work; he shall restore such disturbed work to a condition satisfactory to the Engineer.

12.4 If the Contractor, after notice, fails to proceed promptly to comply with terms of his guarantee, the Owner may have the defects corrected and the Contractor, and his surety shall be liable for all expense incurred.

12.5 All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the contract shall be subject to terms of this paragraph during the first or second year of life of such special guarantee.

13.0 Shop Drawings

13.1 Shop drawings for the work shall include working and setting drawings, schedules, shop details, wiring diagrams, manufacturer's catalog cuts and brochures and all other drawings, schedules and diagrams necessary for the proper correlation and approval of the work by the Engineer. Insofar as it is practicable, all drawings shall be uniform in size. They shall be dated, numbered consecutively and shall be identified with the contract number and title, the contract item number if any, a description of the material or equipment and the area of the work where it is to be installed. Shop drawings shall accurately and clearly show scales, sizes, work and erection dimensions, arrangement and sectional views, necessary details including information for making connection with the work of other contractors as may be required, materials, and finishes, detailed parts lists and performance characteristics and capacities as may be required.

13.2 All detailing for structural components shall be done in accordance with the provisions for design and workmanship in the latest editions of the publications listed below except as may be modified on the drawings or in the specification:

13.2.1 "Manual of Steel Construction" of the American Institute of Steel Construction.

13.2.2 "Building Code Requirements for Reinforced Concrete" and "Manual of Standard Practice for Detailing Reinforced Concrete Structures" of the American Concrete Institute.

13.3 Detailing practices for other components shall be done to conform to the best trade practices.

13.4 Prior to submitting shop drawings including those of his subcontractors to the Engineer for approval, the Contractor shall thoroughly check them for accuracy and clarity and ascertain that the work complies with the contract requirements. Inaccuracies discovered by the Contractor shall be corrected before the drawings are submitted to the Engineer. All drawings shall be submitted for approval on dates sufficiently in advance of installation requirements so as to afford the Engineer ample time for checking them and requesting such resubmissions as may be necessary.

13.5 The Engineer shall be afforded two working days for checking each shop drawing in a set of five or less shop drawings, and ten working days total for checking a set composed of more than five shop drawings. If shop drawings are detained by the Engineer for periods longer than the stated periods, an extension of time for the completion of the contract may be granted the Contractor upon his application.

13.6 All submissions shall include six copies of the shop drawings and letter of transmittal identifying the Contractor, the contract number and title, and stating the number of drawings, their identifying numbers and titles. If the drawings show any variations from the contract requirements, they shall be described in the letter together with the reasons why the variations were made.

13.7 After completion of checking by the Engineer and if a drawing is determined to be satisfactory, it will be

stamped approved and three copies will be returned to the Contractor with a letter of transmittal.

13.7 Drawings determined to be unsatisfactory to the Engineer will be so indicated, and five copies with a letter of transmittal will be returned to the Contractor for correction and resubmission. After the Contractor has had the required corrections made on the original drawing, he shall again submit six prints for approval by the Engineer within five working days of the date of the letter returning the drawing.

13.9 The approval of working and shop drawings by the Engineer shall be only general in nature and shall not relieve the Contractor of any responsibility for the accuracy of the drawings, the proper fitting and construction of the work or for the furnishing of materials or work required by other of the contract documents, but not shown on the shop drawings. Approval of shop drawings by the Engineer shall not be construed as approving departures from the contract requirements unless specifically noted and approved by the Engineer.

13.10 The Contractor shall correct and resubmit disapproved shop drawings until approval is obtained, and no work called for on the shop drawings shall be performed until approval has been obtained. Any shop drawings submitted other than in accordance with the outlined procedures will be returned to the Contractor for resubmission and the Contractor shall bear all the expense and risk of all delays as if no shop drawings had been submitted.

13.11 No shop work shall be done until after the shop drawings have been approved by the Engineer, and the Contractor shall be responsible for all costs and damages which may result from the ordering of any materials prior to approval of the shop drawings.

14.0 Temporary Services

Each Contractor shall furnish and install all temporary electrical and water connections required for the work under their Contract, at and to locations as designated by the Engineer.

15.0 Protection

A) The Contractor shall during the performance of his work, protect at all times all adjacent portions of the existing surfaces and existing equipment from damage due to his operations, while permitting the continued use of the existing adjacent areas by the Owner's staff.

B) Dust-proof closures shall be provided as required to prevent the spread of dust and dirt when ordered by the Engineer.

16.0 Sequence of Construction Operations

Detailed sequence of construction and availability of spaces in areas through which services must pass shall be coordinated between the Owner's Staff and Contractor, before actual commencement of the work.

17.0 Preservation of Natural Features

Essex County lies entirely within the boundary of the Adirondack Park and, therefore, the Contractor shall exercise extraordinary care to preserve and protect the natural features of all public and private property on or adjacent to the work site which will not be directly affected by the required construction. Before commencing work under the Contract, the Contractor shall secure the Engineer's approval of proposed locations for any temporary access drives or roads not specified, storage areas for Contractor's equipment and materials, and parking areas for Contractor's vehicles and those of his/her workers. Thereafter, unless otherwise approved by the Engineer, the Contractor shall

restrict all such activities to these locations. Before completion of the Contract work, the Contractor shall restore at his/her own expense, to their original condition, or better, all temporary access, storage or parking areas, and all other areas on or adjacent to the work site not directly affected by the required construction which have been disturbed in any way by the Contractor's operations.

INDEX TO
PROPOSAL

| <u>DESCRIPTION</u> | <u>PAGE NO.</u> |
|---|-----------------|
| Non-Collusive Bidding Certifications | P-2 |
| Contractor's Acknowledgement | P-3 |
| Certificate of Authority | P-4 |
| Bid Security Form #1: Consent of Surety | P-5 |
| Form of Proposal | P-6 thru P-7 |

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

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

NOTE: THIS FORM MUST BE EXECUTED BY YOUR SURETY AND SUBMITTED WITH YOUR BID.

ESSEX COUNTY
BID SECURITY FORM #1

CONSENT OF SURETY

Issued to: _____
(Name of Bidder)

CONTRACT NUMBER _____

In consideration of the premises and of one dollar to it in hand paid by the County of Essex the receipt whereof is hereby acknowledged, the undersigned contents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the corporation, person or persons making the same, it will become bound as surety and guarantor for its faithful performance, and will execute it as party of the third part thereto when required to do so by the said County of Essex and if the said corporation, person or persons shall omit or refuse to execute such contract if so awarded, it will pay, on demand, to the said County of Essex , any difference between the sum bid by the corporation, person or persons and the sum which the said County may be obliged to pay the corporation, person or person to whom the contract may be afterwards awarded, the amount in each case to be determined by the bids for said contract.

In witness whereof, said Surety has set its seal and caused these presents to be signed by its duly authorized officers, this _____ day of _____, 20__

(SEAL)

BY: _____

TITLE: _____

NOTE: Attach necessary Power of Attorney, Notarial Acknowledgement of Signature and Surety's Financial Statement.

PROPOSAL

Date: _____

Proposal of _____

to furnish and deliver all labor, supervision, materials, and equipment and perform all work in accordance with the Specifications for RIVER ROAD OVER COLD BROOK BRIDGE REPLACEMENT in the Town ST. ARMAND for the following lump sum cost.

The undersigned bidder has carefully examined the 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 Lump Sum prices. The Lump Sum 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