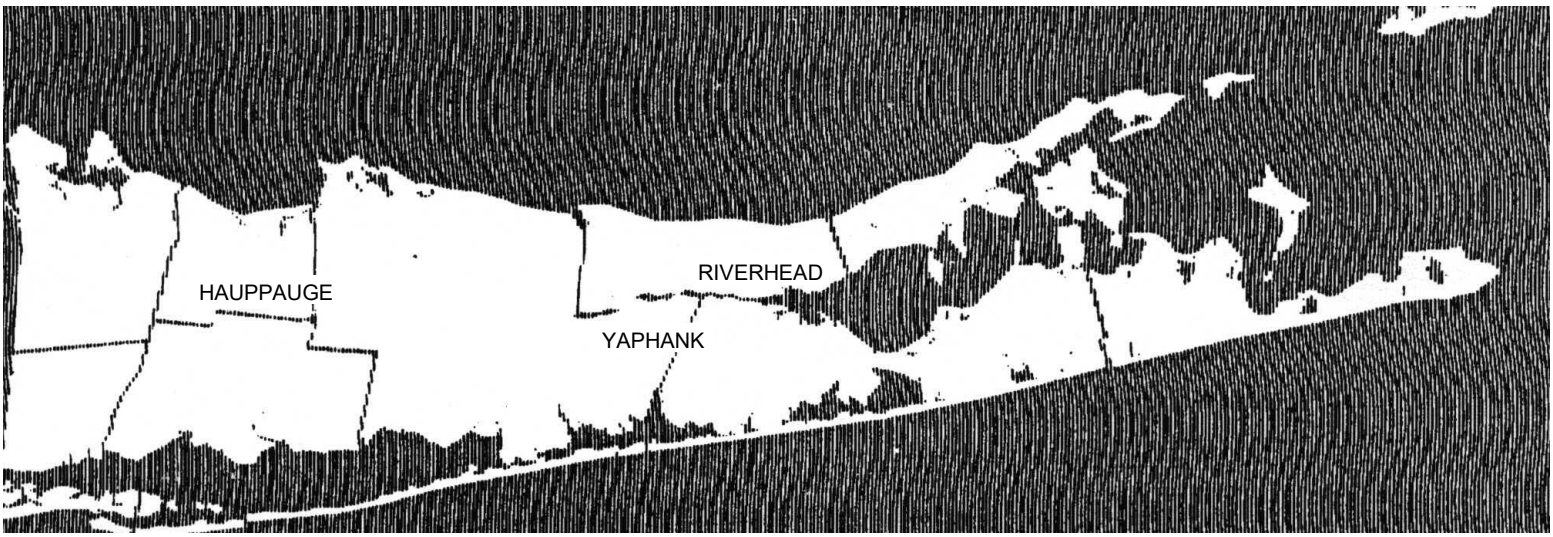
PROJECT MANUAL

COHALAN COURT COMPLEX DISTRICT COURT IMPROVEMENTS
TOWN OF ISLIP

CAPITAL PROJECT NO. 1125



COUNTY OF SUFFOLK
EDWARD P. ROMAINE, COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS
CHARLES J. BARTHA, P.E., COMMISSIONER

DIVISION OF BUILDINGS
JAMES J. INGENITO, R.A., COUNTY ARCHITECT

LETTING DATE: MAY 19, 2026

ALL CONTRACTORS – PLEASE NOTE

MANDATORY NEW YORK STATE DEPARTMENT OF LABOR (NYSDOL) VENDOR REGISTRATION COMPLIANCE REQUIREMENT AS OF DECEMBER 30, 2024

All contractors and subcontractors submitting bids or performing construction work on or after December 30, 2024, on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. Registry site: https://dol.ny.gov/contractor-and-subcontractor-landing

A copy of the contractor's Certificate of Registration shall accompany the bid submission. No contractor shall bid on a contract for public work unless such contractor is registered under Labor Law Section 220-i. No substitutions shall be made. Applications for registration shall not be accepted as a substitute for a certificate of registration. The certificate of registration must be dated on or before the bid date. Contractors must also ensure that their subcontractors are registered as required by Labor Law Section 220-i before commencing work on a project.

THE FAILURE OF A CONTRACTOR TO BE REGISTERED BY THE BID DATE WILL RESULT IN THE DISQUALIFICATION OF THE BID SUBMISSION.

ALL CONTRACTORS – PLEASE NOTE

RECENT CHANGES TO SUFFOLK COUNTY COMPLIANCE LAWS HAVE BEEN MADE.

**BE ADVISED THAT THE CONTRACTOR MUST DOWNLOAD,
COMPLETE AND ATTACH THE SEPARATE "COMPLIANCE FORMS"
PACKAGE AS PART OF THEIR SUBMITTED BID FORM**

IT IS ALSO RECOMMENDED THAT CONTRACTORS FAMILARIZE THEMSELVES WITH RECENT CHANGES TO THE SUFFOLK COUNTY CODES RELATED TO LABOR COMPLIANCE.

SPECIAL ATTENTION IS BROUGHT TO SUFFOLK COUNTY RESOLUTION 1866-2014 "AFFIDAVIT OF PARTICIPATION AND COMPLIANCE WITH GRADUATE REQUIREMENTS WITHIN NEW YORK STATE APPRENTICESHIP TRAINING PROGRAMS"

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ADVERTISEMENT
NOTICE TO BIDDERS

SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
YAPHANK, NEW YORK

Sealed bids will be received at the Suffolk County Department of Public Works Purchasing Unit (Room #103), 335 Yaphank Avenue, Yaphank, New York 11980, until 11:00 AM local time on May 19, 2026, at which time they will be publicly opened and read for:

COHALAN COURT COMPLEX DISTRICT COURT IMPROVEMENTS
TOWN OF ISLIP
CAPITAL PROJECT NO 1125

The work consists of the following:

The scope of work at Cohalan Court Complex involves the removal and replacement of the roofs atop the District Court and Office Tower. The demolition work includes, but is not limited to, the removal of the existing ballasted roofing systems down to the existing deck, the removal of existing concrete and aluminum coping caps, removal of existing pavers, and the removal of existing caulking joints. The new work includes, but is not limited to, the installation of a new TPO roofing system with tapered insulation, new perimeter metals, new flashing, and new caulking.

All Contract Documents may be examined on the plan review table at the Suffolk County Department of Public Works (Rudolph M. Kammerer Building) 335 Yaphank Avenue, Yaphank, New York 11980, between the hours of 9:00AM and 3:00PM daily, except Saturdays, Sundays and holidays, on or after April 16, 2026. In order to obtain a set of Contract Documents, eligible bidders MUST visit https://dpw.suffolkcountyny.gov/rfp/Login.aspx. This will bring you to a home-page where you can "Log-in" to view and print the offerings. New users click on "Log In" to create a new account to register. When creating your profile, ensure that you select NIGP codes 909, 910, 912, 913, 925, and 968 which will allow you to view the appropriate documents and receive future e-mails about Lettings/Capital Projects. You are responsible for downloading and printing all appropriate Contract Documents. You are also responsible for checking the site frequently to ensure that you have all addenda. Note that there is no fee to create a user profile or to obtain documents. Questions for user login should be directed to the Suffolk County Department of Public Works IT division at (631) 852-4115. ***Eligible bidders must have registered on the Suffolk County Department of Public Works Purchasing Unit web site to be eligible to submit a responsible bid.***

CONTRACT NO.1 – GENERAL CONSTRUCTION

A non-mandatory pre-bid walk through is on Thursday, April 30, 2026, at 10:00 AM. at Cohalan Court Complex, 400 Carleton Avenue, Central Islip, NY. Pull into small parking Lot by loading dock. Follow signs to loading dock, the road on right once you pull off Carleton Avenue. Go past guard booth and parking will be on right side.

Note: This Project is to be bid as a **single prime project and a Project Labor Agreement is in effect in accordance with the Supplementary Conditions**. Bidders shall submit with their bids, a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each as applicable, for: (a) plumbing and gas fitting (i.e., Plumbing Work), (b) steam heating, hot water heating, ventilating and air conditioning apparatus (i.e., HVAC Work which includes fire sprinkler) and (c) electric wiring and standard illuminating fixtures (i.e., Electrical Work). The apparent low bidder's subcontract information will be opened and read aloud at the bid opening.

Bids for this contract shall be submitted in a separate sealed envelope with the name of the contract clearly noted on the outside of the envelope. Bids shall be accompanied by a certified check or bid bond in an amount not less than five percent (5%) of the total Base Bid, made payable to the Suffolk County Comptroller. This bid bond will be held as a guarantee that in the event the bid is accepted and contract awarded to the Bidder, the contract will be duly executed and properly secured. **E-MAILED BIDS WILL BE CONSIDERED UNRESPONSIVE.**

The bids shall be delivered in person, by the Bidder or his agent, at the time and place stated.

NOTE: Notice to Bidders and Bid Results are posted on the Suffolk County Web Site at https://suffolkcountyny.gov/Departments/Public-Works/Bids-and-Contracts/Construction-Bids. Bid Results will not be given out over the telephone. You are requested to access the County website for this information. If you are not

in attendance at the bid opening, please be patient while we process and post the results. Results will typically be posted within 24 hours after the bid opening.

PLEASE NOTE THE MANDATORY NEW YORK STATE DEPARTMENT OF LABOR (NYSDOL) VENDOR REGISTRATION COMPLIANCE REQUIREMENT AS OF DECEMBER 30, 2024. All contractors and subcontractors submitting bids or performing construction work on or after December 30, 2024, on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. Registry site: https://dol.ny.gov/contractor-and-subcontractor-landing. A copy of the contractor's Certificate of Registration shall accompany the bid submission. No contractor shall bid on a contract for public work unless such contractor is registered under Labor Law Section 220-i. No substitutions shall be made. Applications for registration shall not be accepted as a substitute for a certificate of registration. The certificate of registration must be dated on or before the bid date. Contractors must also ensure that their subcontractors are registered as required by Labor Law Section 220-i before commencing work on a project. **THE FAILURE OF A CONTRACTOR TO BE REGISTERED BY THE BID DATE WILL RESULT IN THE DISQUALIFICATION OF THE BID SUBMISSION.**

Please note that all construction projects over $250,000 advertised after July 17, 2008 will be subject to OSHA 10 safety training requirements pursuant to Section 220-h of the NYS Labor Law.

Please note that all construction contracts involving construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition of, or otherwise providing for any building, facility or physical structure of any kind with a value in excess of $250,000 will be subject to Apprenticeship Training Program requirements pursuant to Article 23, Section 816b of the NYS Labor Law and Suffolk County Resolution No. 1866-2014, specifically requiring graduate of apprentice(s) in the trade(s) called for within the construction contract within specified time period preceding the bid date of project.

Awards will be made to the lowest responsive and responsible Bidder in conjunction with Section A4-14 of the Suffolk County Administrative Code establishing an optional ten percent (10%) local (Nassau/Suffolk) preference program for Suffolk County contracts.

The Commissioner of Public Works reserves the right to reject any and all bids.

Any questions regarding this project shall be directed to Coryn Jepson at 631-852-4180, Coryn.Jepson@suffolkcountyny.gov. Requests for Information shall be submitted in accordance with Section I17 of the Instructions to Bidders.

CHARLES J. BARTHA, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
SUFFOLK COUNTY, NEW YORK

INSTRUCTIONS TO BIDDERS

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I1. GENERAL

A. All of the Contract Documents relating to the work included under this Contract, with the exception of the Drawings and Addenda, if any, to such documents, are contained in the bound copy of these Specifications.

B. The "Drawings", if any, referred to in the Specifications form a part of each Contract, and are bound separately.

C. Each Bidder shall examine all of the documents relating to all trades involved and submit one bid which includes all work shown and/or specified under his Contract. All of these documents may be examined at the office of the Commissioner of Public Works.

I2. PREPARATION OF BIDS

A. Bids shall be submitted on the Bid Form. All blank spaces shall be filled in, in ink or by typewriter. Bids shall give the prices proposed, both in words and figures, with amounts extended and totaled where required and no changes shall be made in the forms or in the items mentioned therein. In the event of a discrepancy between the written amounts and the figures, the written amounts shall govern. Erasures and other changes in the bid shall be explained or noted over the initials of the Bidder. All bids shall be submitted in sealed envelopes bearing on the outside the name of the Bidder, its address and the name of the project for which the Bid is submitted. The envelope shall be enclosed in another envelope addressed to the Owner.

B. The Bidder shall sign his Bid in the blank space provided for this purpose in ink and in longhand. If the Bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be indicated, together with the names and addresses of the partners or officers. If the Bid is made by a partnership, it shall be acknowledged by one of the partners; if made by a corporation, by the President. Bids which are incomplete, conditional or obscure may be rejected as non-responsive.

C. No oral or telephone bids or modifications of bids will be considered. The Bidder shall base his Bid on furnishing all items exactly as shown and specified.

D. Permission will not be given to modify or explain by letter, telephone or otherwise, any bid after it has been deposited with the Owner.

E. A copy of the contractor’s NYS DOL Certificate of Contractor Registration shall accompany the bid submission. Contractor represents and warrants that it is in compliance with the registration requirements of New York State Labor Law Section 220-i and shall remain in compliance therewith throughout the term of this Agreement/Contract. Contractor further represents and warrants that it shall

ensure all its subcontractors comply with the registration requirements of New York State Labor Law Section 220-i throughout the term of this Agreement/Contract. The foregoing provisions shall be a material and integral part of this Agreement/Contract and failure to comply with the same, may result in termination of the Agreement/Contract at the sole discretion of the County.

F. The information required below shall be furnished on the forms included in the Bid Form. The Bid Bond (or Certified Check) and Surety Acknowledgement shall conform to the specimens included in the Bid Form.

(1) Non-Collusive Bidding Certification.

(2) Listing of names and addresses of full partners, officers or parties interested in the bid.

(3) Public Disclosure Statement.

(4) Acknowledgement of receipt of addenda.
(No separate form, included in bid form)

(5) Certified check or Bid Bond/surety acknowledgement.

(6) Completed Minority/Women Business Enterprise Submission Form.
(Affidavit and Certification)

(7) Completed Affidavit of participation in an approved Apprenticeship Training Program.

(8) Completed Certification for Local Law No. 26-2003 of Suffolk County.

(9) Union Organizing Certification.

(10) Lawful Hiring of Employees LHE1/2.

(11) Living Wage Certification.

F. Before award is made to a bidder not a resident of the State of New York, such bidder shall designate a proper agent in the State of New York on whom service of process can be made in the event of litigation.

I3. OPENING OF BIDS

A. The time scheduled for the receipt of Bids shall be in accordance with the Notice to Bidders. All bids formally received will be opened and read aloud. After the bids have been checked and examined, the results may be made public, but until the actual award and execution of a Contract, the Owner reserves all its rights with respect to the rejection of bids.

I4. WITHDRAWAL OF BIDS

A. Any bid may be withdrawn by the Bidder prior to the scheduled time for the receipt of bids or authorized postponement thereof provided the Bidder's written request for withdrawal is delivered to the Owner before the bids are opened. No bidder may withdraw his bid after the actual opening thereof. A bid which has been withdrawn will be returned to the Bidder unopened at the time of the opening of the other bids.

I5. BID SECURITY & OTHER BONDS

A. Each bid shall be accompanied by a Certified Check from the bidder, or Bid Bond duly executed by the Bidder as principal and having thereon an approved surety as defined in §I5B below, in an amount as specified in the Notice to Bidders, as a guarantee that in the event the Owner intends to make an award to the lowest qualified bidder, he will execute such Contract and furnish a satisfactory Performance Bond and Labor and Material Bond. The check shall be made payable to the Suffolk County Comptroller. All bonds shall be in the form of the specimens hereto annexed.

B. The surety on the Bid Bond and other bonds shall be a corporate surety licensed to transact business in the State of New York and also listed by the United States Treasury Department in its latest list as a qualified surety acceptable to the United States Government. No Bid Bond will be accepted if the amount of the bond is less than as specified in the Notice to Bidders or if the amount of the bond exceeds the limit for which the United States Treasury Department has qualified the surety for any one bond.

C. A separate check or Bid Bond will be required for each contract on which a bid is submitted.

D. The Bid Bond and Certified Checks of all except the two apparent lowest responsible bidders will be returned within ten (10) days after the opening of bids and the remaining Bid Bonds or Certified Checks of the two lowest formal bidders will be returned when the Contract is executed, or in any event within 45 days after the opening of bids. If either of the two lowest bidders has submitted a Certified Check, a Bid Bond may be substituted within 48 hours of bid opening.

E. Within ten (10) days of the receipt of the Notice of Award, the successful Bidder will be required to execute the Contract Agreement and deliver: (1) a Faithful Performance Bond for the full amount of the Contract price, guaranteeing to the Owner the faithful performance of the terms, covenants and conditions of the Contract; and (2) a Labor and Material Bond for the full amount of the Contract price, guaranteeing the full payment for all labor, materials, and equipment and the full payment of all Subcontractors. Failure to provide the above may result in

forfeiture of the successful Bidder's security to the County of Suffolk as liquidated damages.

F. If the Contractor is a partnership, the bonds shall be signed by each of the individuals who are partners; if a corporation, the bonds shall be signed in the correct corporate name by a duly authorized officer, agent or attorney-in-fact. An appropriate number of counterparts of the bond shall be executed corresponding to the number of counterparts of the contract. Each executed bond shall be accompanied by (1) appropriate acknowledgements of the respective parties; (2) appropriate duly certified copy of Power of Attorney or other certificate of authority where bonds are executed by agent, officer, or other representative of Contractor or Surety; (3) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer, or representative was issued.

G. The premium on these bonds shall be paid by the Contractor.

I6. QUALIFICATIONS FOR BIDDERS

A. The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the Work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

B. In accordance with Local Law No. 20-2004 of Suffolk County, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas", no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A. Such law further provides that any solicitation for consulting services or goods and services shall contain a requirement that the successful proposer or bidder must be in compliance with this law and that this representation of compliance shall be a part of the contract.

I7. RIGHT TO REJECT BIDS

A. The Owner reserves the right to reject any or all bids or to accept the bid or bids which in its judgment will be for the best interest of the Owner. Any bid which contains any omissions, alterations of form, additions or alternates not called for, or any qualifications, erasures or corrections or which does not contain a price for each of the items in the bid form or in which any of the prices are obviously unbalanced, or which fails to conform to the regulations stated herein, may be disregarded and rejected as non-responsive except that the Owner may waive any defects or irregularities. Any bids which are submitted or received after the scheduled closing time for the receipt of bids will be rejected.

I8. VISIT TO SITE

A. Each bidder shall, by careful examination of the site and/or building and by such other means as he may prefer, satisfy himself as to the extent and character of the work to be performed and materials to be furnished, the character of the equipment and facilities needed during the prosecution of the work, and all other matters which in any way affect the work specified herein and hereby waives all rights for subsequent claims for additional costs for difficulties encountered which could have been foreseen by such examination. No representation is made that surface, subsurface or overhead conditions at the site are completely shown in the Plans and Specifications.

B. The Bidder's attention is also directed to the fact that in addition to his need to examine the contract documents and the site of work, there may be certain other information which is made available for his inspection in the offices of Suffolk County Department of Public Works, 335 Yaphank Avenue, Yaphank, New York. This other information could include, for example, earthwork cross section sheets, earthwork sheets, various subsurface information, special reports, and other pertinent data. Upon inspection of this material in the offices of Suffolk County Department of Public Works, 335 Yaphank Avenue, Yaphank, New York, the Bidder will be requested to date and sign a form acknowledging and identifying the information made available for his inspection.

C. Boring logs and other subsurface information made available for the inspection of Bidders were obtained with reasonable care and recorded in good faith by the Department and are provided for information only. They are not part of the Contract Documents and no representation or warranty is made as to their accuracy or completeness. The soil and rock descriptions shown are as determined by a visual inspection of the samples from the various explorations unless otherwise noted. The observed water levels and/or water conditions indicated thereon are as recorded at the time of exploration. These levels and/or conditions may vary considerably, with time, according to the prevailing climate, rainfall and other factors.

No representations of any kind made by anyone concerning the nature, character or conditions of the soil or subsoil, no test borings, test pits, test piles, or other exploration data shall be construed by the Bidder as indicative of the subsurface conditions which may be encountered and the Owner and the Engineer accept no responsibility therefore.

D. The Bidder is hereby referred to the utility companies, local authorities and other agencies for information regarding existing structures, water courses and other facilities which they own or control, and which may be encountered within or adjacent to the limits of the work.

E. The Bidder, at his own expense, may dig test holes to determine the nature, character and extent of underground plants, pipes, conduits and structures that

may fall within the limits of the Work area, and/or interfere with the Contractor's operations. Permission shall be obtained to perform test holes by the Bidder, from the Owner or appropriate authority prior to digging test holes.

F. No responsibility is assumed by the Owner or Engineer for the possible existence of subsurface utilities not shown on the Drawings. No warranty is made as to the accuracy of any utility lines shown on the Drawings.

I9. ALTERNATES, UNIT PRICES & ALLOWANCES

A. Each Bidder is directed to review and fill out the required information in the Unit Price Section and Alternate Section, if such is included in the Bid Form. The Bidder is further cautioned to include all Allowances in his Base Bid, including all costs to fulfill the General Conditions of the Contract.

I10. OBLIGATION OF BIDDER

A. At the time of the opening of bids, each bidder will be presumed to have inspected the site of the work, to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The Bidder shall carefully examine all Drawings and Specifications of all trades, including the General Construction, Plumbing, Heating, Ventilating & Air Conditioning, Sanitary and Electrical and other Work Drawings and Specifications, if so included, for the purpose of thoroughly acquainting himself with the exact nature and extent of the work included under each trade and contract. The failure or omissions of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

B. Each Bidder shall inform himself fully of conditions relating to the construction and labor under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of his obligations 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. Insofar as possible, the Contractor, in the carrying out of his work, shall employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor or the safety or convenience of the public.

C. Each Bidder shall inform the owner in advance of opening bids of any errors, inaccuracies or omissions in the specifications, contract drawings, geotechnical information, and estimated quantities. In the event the Bidder is aware of any such error, inaccuracy or omission and fails to advise the owner, he shall have no claim for any additional compensation resulting therefrom.

D. The intent of the Contract Documents is to obtain a complete project in a first-class workmanlike manner and it shall be understood that the Bidder has satisfied

himself as to the complete requirements of the Contract and has predicated his Bid upon such understanding.

E. The Bidder shall include in the Lump Sum Price(s), or various unit prices bid, all costs associated with General Conditions, General Requirements, Supplementary Conditions and Technical Specifications to perform the Work as specified or contemplated.

I11. BASIS OF AWARD

A. Award of contract will be made to the lowest responsive and responsible Bidder as will best promote the public interest as provided by §103 of the General Municipal Law and Local Law No. 5-1993 of Suffolk County (local preference option). The Owner reserves the right to reject any or all bids, or pursuant to §38 of the Highway Law, to award to other than the low bidder, to waive minor informalities, to advertise for new bids, or to proceed to do the work otherwise, if, in its opinion, the best interests of the County will thereby be promoted.

B. The award of Contract will be made as soon after the opening of bids as practicable. The Commissioner of Public Works may consider informal any bids not prepared and submitted in accordance with the provisions hereof, and hereby reserves the right to waive any informalities in or to reject any or all bids, or to accept any bid which in his opinion will be in the best public interest. The Owner will not be bound by the award nor shall any work be performed on account of the proposed contracts until the contracts have been fully executed, delivered and approved.

C. On each contract containing estimated quantities and lump sum items, bids will be compared and the lowest bidders determined on the basis of the schedule of estimated quantities comprising all items in the Contract, at the prices bid for these items, and the lump sum price items.

D. In the event there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. In the event there is a discrepancy in the extended total of any unit price item, the correct total shall be determined by multiplying the estimated quantity by the unit price written in words and the resulting total shall govern. The correct total for each item together with the Reserve for Contingent Items (if included) shall then be added to obtain the Total Estimated Bid (Base Bid).

E. Each contract containing estimated quantities and lump sum items will be awarded to that responsible bidder whose combination of Total Estimated Bid (Base Bid) and selected alternates is the lowest number of dollars on the aforementioned basis, unless the bids are rejected.

F. Each lump sum price contract will be awarded to that responsible bidder whose lump sum price bid together with the Reserve for Contingent Items (if included) is the lowest number of dollars, unless the bids are rejected. In the event there is a discrepancy between the lump sum price written in words and written in figures, the lump sum price written in words shall govern.

I12. EQUAL BIDS

A. When two or more bids are equal in all respects, award shall be made by lot which shall be witnessed by at least three persons and which may be attended by the bidders or their representatives.

I13. FAILURE TO EXECUTE THE CONTRACT

A. If the successful Bidder shall fail to furnish the required bonds and insurance policies and to execute the contract in accordance with instructions contained in the Notice of Award, he shall be deemed to have refused to enter into the contract and to have waived all claim to the Work and he shall pay the Owner all damages sustained by the Owner as a consequence of his failure to enter into the contract including, but without limiting the generality of the foregoing, all loss from delay and interference with the Owner's construction program and the difference between the amount of the successful bid and the amount for which the Owner may contract with another to perform the work covered by said bid, if the latter be in excess of the former. The surety on the Bid Bond shall be liable for such damages to the extent of the principal amount of the Bid Bond.

I14. DISCREPANCIES IN BID AMOUNTS/BID REJECTION

A. In the event the amount of the lowest bid appears disproportionately low when compared with estimates undertaken by or on behalf of the Owner or compared to other bids submitted, the Owner reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the Contract and all portions thereof for the bid amounts.

B. Notwithstanding the above, the Owner reserves the right to reject any or all bids as elsewhere provided herein.

I15. ESTIMATED QUANTITIES

A. Estimated quantities contained in the Proposal are given only for use in comparing bids and the Owner does not expressly or by implication represent that

the final quantities will correspond therewith, but does call particular attention to the uncertainty in these estimated quantities which cannot be determined in advance. The quantities required to complete the work contemplated may be substantially greater or substantially less than those given in the Proposal. The actual quantities and cost of the Contract which contains estimated quantities can only be determined after the Work is completed.

B. By submitting a bid, a Bidder shall indicate knowledge of and agreement that the estimated quantities stated in the Proposal may be substantially altered, added to, decreased or certain items or sections eliminated, and such changes shall not give the Contractor any right to change the unit prices bid or claim loss of anticipated profits.

I16. DISCREPANCIES IN DRAWINGS AND SPECIFICATIONS

A. Discrepancies between any drawings or specifications and the parts thereof, any omissions of detail, materials or appurtenances normally required or items that are open to possible variations to interpretation shall be referred to the Engineer for clarification before submitting a bid. In the event of failure on the part of the Bidder to request such clarification before submitting a bid, it shall be assumed that he has based his bid on supplying and installing all such omissions or, where a discrepancy on matter of interpretation exists, that his bid was based on executing the Work in the most expensive manner.

B. In case of discrepancies between the Drawings and Specifications, interpretations shall be given preference in the following order:

(1) Addenda (later dates to take precedence over earlier dates).

(2) Drawings - schedules or notes to take precedence over other information on the Drawings.

(3) Technical Specifications.

(4) Special Conditions.

(5) General Conditions.

I17. ADDENDA AND INTERPRETATION

A. No oral interpretation of the Drawings, Specifications or other Contract Documents will be given to any bidder. Every request for such interpretation shall be addressed in writing to the Commissioner of Public Works and must be received at least five (5) days prior to the date set for the opening of the bids.

B. All such interpretations and supplemental instructions will be issued in the form of written addenda to the Specifications and Drawings. The addenda so issued will be posted on the Suffolk County Purchasing System website referenced on the Notice to Bidders not later than three (3) days prior to the date set for the opening of the bids.

C. If the Owner shall deem any matter arising thereafter of such importance as to require correction, amendment or clarification it may postpone the time for the opening of bids by notifying each prospective bidder of such postponement by facsimile or telephone and issue an addendum. Failure of any Bidder to receive an addendum shall not relieve the Bidder from any obligations under his bid if such addendum is actually sent to the Bidder at the address furnished by him at the time he obtains copies of the Contract Documents. All addenda so issued shall become part of the Contract Documents.

D. Any information which may be given to Bidders other than by means of the Contract Documents or addenda issued in accordance with the foregoing stipulations is given informally and shall not be used as basis of a claim against the Owner or the Engineer.

I18. TIME OF COMPLETION

A. Time is of the essence on this Contract. It is intended that the Work under the Contract be complete in its entirety by the completion date set forth in the Agreement.

B. Unless otherwise specified, the time for completion of the Work shall be specified in consecutive calendar days. This specified period shall begin after issuance of the written Notice to Proceed.

I19. LIQUIDATED DAMAGES FOR DELAYS

A. Liquidated damages in the sum as set forth in the "Agreement", and as further defined in the "Supplementary Conditions" of these Specifications will be assessed against the Contractor for each consecutive calendar day of non-excusable delay in the completion of the Work as provided for in the Contract Documents.

I20. ACCESS TO WORK

A. The Contractor shall be required to provide representatives of the Owner and the Engineer access to the work, wherever it is in preparation or progress, and he shall provide these representatives with proper facilities for such access and inspection.

I21. SUBCONTRACTORS AND SUPPLIERS

A. Where the preparation of separate specifications is not required, for the erection, construction, reconstruction or alteration of buildings, each bidder shall submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus and (3) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list of subcontractors submitted with such low bid shall be opened and the names of such subcontractors shall be announced, and therefore any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the public owner, upon a showing presented to the public owner of legitimate construction need for such change, which shall be open to public inspection. Legitimate construction need shall include, but not be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to paragraph (e) of subdivision two of §222 of the New York State Labor Law, or the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract. The sealed lists of subcontractors submitted by all other bidders shall be returned to them unopened after the contract award.

B. For all subcontractors not covered by A above, the names of subcontractors are to be submitted to the owner for approval at least fifteen (15) days before the subcontractor mobilizes on the site. Failure to provide the names and the information requested below may result in the subcontractor being removed from the site.

C. The names of all suppliers are to be submitted to the owner for approval at least fifteen (15) days before any material supplied by such supplier arrives on site or is stored off site in accordance with these specifications.

D. For purposes of this article a supplier shall be as defined in the General Conditions and whose aggregate dollar amount of material supplied exceeds twenty percent (20%) of the prime contractor's contract with the owner.

E. Subcontractors and suppliers are subject to the approval of the owner. The owner may disapprove, for any reason which would form the basis for disapproval of the contractor, any subcontractor or material supplier selected by the contractor by giving written notice of its disapproval within ten business days after receiving

the names of subcontractors and material suppliers and all information requested to be submitted in accordance with I29 of these Instruction to Bidders. Thereupon the contractor shall promptly notify the owner of the name of the subcontractor or material supplier selected in replacement, which shall again be subject to the same approval of the owner.

I22. LABOR

A. The Contractor shall employ such workmen and methods in the prosecution of the Work as will not cause interruption of or interference with his own work or that of any other contractor on this or other projects at the site.

I23. GOVERNING LAWS

A. Each Bidder is cautioned that work under this Contract is governed by specific provisions of the New York State Labor Law and the New York State General Municipal Law. While certain of these specific provisions are quoted in the General Conditions, no representation is made that all applicable provisions of law are so quoted.

B. The Contractor shall observe all Federal, State and Local Laws and regulations. Attention is directed to the regulations of Federal and State Agencies in regard to agricultural insects and diseases. In particular, the Contractor's attention is directed to Federal and State Department of Agriculture regulations for plant pest control which require that equipment operating in infested areas be thoroughly cleaned before moving to non-infested areas.

C. All costs due to compliance with the above described laws, regulations, and ordinances shall be included in the prices bid for contract items unless otherwise provided for in the Contract.

I24. NON-COLLUSIVE BIDDING

A. In accordance with §l03-d of the New York State General Municipal Law, all bidders shall be required to execute and submit a non-collusive bidding certification, which shall be attached to the Bid. A non-collusive bidding certification form has been included in the Bid Form.

I25. PUBLIC DISCLOSURE

A. The Contractor represents and warrants that, Contractor has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code §A5-8 and shall file an update of such statement with the said Comptroller on or before the 31st of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

B. A Public Disclosure Statement Form has been included in the Bid Form.

I26. GRATUITY LAW

A. The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

I27. CONTRACTOR LICENSES

A. In accordance with all applicable laws, including Federal, State and Local Laws the successful Bidder shall be required to submit a copy of each applicable license and certificate which is in any way required to perform the work of his Contract, before commencing said work requiring such a license.

B. The contractor or subcontractor performing the work must be the person or company named on the License submitted.

I28. LOCAL PREFERENCE PROGRAM (NON FEDERAL AID PROJECTS)

A. §A4-14 of the Suffolk County Administrative Code establishes a local preference program for Suffolk County Contractors. This preference program allows the County the option of awarding contracts to bidders other than the lowest responsible bidder provided such other bidder is located and doing business in Suffolk or Nassau County and whose bid is no more than ten percent (10%) higher than that of the otherwise lowest bidder.

B. The Local Law of Suffolk County contains specific definitions and language relative to the application of this law, which interested parties should review. Copies of §A4-14 of the Suffolk County Administrative Code may be obtained at the Yaphank offices of the Department of Public Works or viewed on the Suffolk County web site at http://legis.suffolkcountyny.gov. Click on "Search the Laws of Suffolk County".

I29. BIDDER/SUBCONTRACTOR/SUPPLIER RESPONSIBILITY

A. The Owner, in determining the responsibility of the apparent lowest bidder, may require, and the apparent lowest bidder shall provide, such information as the Owner deems necessary in order to ascertain the pecuniary and financial responsibility, accountability, operational responsibleness, reliability, skill, capacity, ability, judgment, integrity and moral worth of the apparent lowest bidder. In the event that the apparent lowest bidder shall be rejected or fails to furnish the requested information and is thereby disqualified and/or otherwise determined to be not responsible, the next lowest bidder shall become the apparent lowest bidder.

B. The Owner may require the apparent lowest bidder, in addition to other information, to furnish the following items:

(1) Description of its experience with projects of comparative size, complexity, and cost within the past five (5) years, together with documentary evidence of such projects; demonstration of the Bidder's ability and capacity to perform a substantial portion of the project with its own forces;

(2) Documentation from previous projects regarding: timeliness of performance; quality of work; extension requests; labor disputes; litigation and arbitration arising from such work, including fines and penalties imposed and payment thereof; liens filed; history of claims for extra work; contract defaults; together with explanations of same;

(3) Identification and description of any projects within the previous five (5) years that the apparent lowest bidder was determined by a municipality not to be a responsible bidder, the reasons given by such municipality therefore, together with an explanation thereof;

(4) An adequate demonstration of financial responsibility, which may include, in the Owner's discretion, a Certified Financial Statement prepared by a Certified Public Accountant, to assure that the apparent lowest bidder possesses adequate resources and availability of credit and the means and ability to procure insurance and bonds required for the project.

(5) Disclosure of any suspensions or revocations of any professional license of any director, officer, owner, or managerial employee of the apparent lowest bidder, to the extent that any work to be performed is within the field of such licensed profession.

(6) Disclosure of any and all OSHA violations within the previous five (5) years, as well as all notices of OSHA violations filed against the apparent lowest bidder in the same five (5) year period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation;

(7) Disclosure of any and all violations within the previous five (5) years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities.

(8) Certification and list of equipment owned and/or leased by the apparent lowest bidder that will be utilized on the project, together with maintenance records and such assurances regarding safety thereof as the Owner considers appropriate;

(9) Disclosure of any litigation (including copies of pleadings) in which the apparent lowest bidder has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five (5) years;

(10) Disclosure of violations of the New York State Prevailing Wage and Supplement Payment Requirements of the Labor Law, and any other New York State Labor Law provisions, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five (5) years.

(11) Disclosure of violations of the Workmen's Compensation Law, including, but not limited to the failure to provide proof of Workmen's Compensation or Disability coverage and/or any lapses thereof within the past five (5) years;

(12) Disclosure of any criminal convictions, involving the apparent lowest bidder, its officers, directors, owners and/or managerial employees, within the past ten years or criminal indictments or investigations within the past five (5) years;

(13) Disclosure of any violations within the past five (5) years or pending charges concerning Federal, State or Municipal Environmental and/or Health Laws, codes, rules and/or regulations;

(14) Identification of all work to be subcontracted and all material to be supplied along with their approximate contract value. See I21 of these Instructions to Bidders for definition of Supplier. The names of the Subcontractors and Suppliers are to be provided in accordance with I21. All Subcontractors and Suppliers are subject to the approval of the Owner. The approval of Subcontractors and Suppliers shall be subject to the same evaluation of responsibility as their prime contractor.

C. Pursuant to Chapter 189, Article II of the Suffolk County Code (Form LL 52-2017), any individual possessing a record of felony criminal conviction(s) within ten years prior to the date of submission of the bid involving the offense(s) of extortion, coercion, bribery, theft, fraud, any violent crime relating to business, labor or commerce, sabotage, collusive bidding/bid-rigging, combination in restraint of trade, any environmental crime, including, but not limited to, the illegal use or disposal of toxic/hazardous waste or chemicals, conspiracy to commit one of these crimes, and/or criminal solicitation associated with one of the above crimes within the ten year period shall be deemed a non-responsible bidder and disqualified from bidding on the County project or contract. Any intentional or knowing misrepresentation made pursuant to the requirements of this article shall constitute an unclassified misdemeanor, and the person making such intentional or knowing misrepresentation made pursuant to the requirements of Chapter 189, Article II shall constitute an unclassified misdemeanor, and the person making such intentional or knowing misrepresentation shall be subject to punishment of a fine of $1,000 and/or up to one year of imprisonment and shall be barred from bidding on future County contracts. Each such violation shall constitute a separate and distinct offense. Any contract awarded to Bidder who has failed to disclose such prior record of criminal conviction(s) may be canceled by the Owner. An entity that is identified on a list established by the State of New York, pursuant to Executive Order No. 157-2016, as an institution or company that boycotts Israel shall be deemed a non-responsible bidder and disqualified from bidding on the County project or contract.

D. Prior to a final determination that the apparent lowest bidder is not responsible, the Owner will notify the Bidder of same, in writing, stating the reasons causing concern, and setting forth a time, date and place for the apparent lowest bidder to appear and be heard, prior to a determination being made regarding his responsibility. Such hearing shall be conducted informally, and bidder shall have no right to a formal evidentiary hearing or to the examination or cross-examination of witnesses at said hearing.

I30. EQUAL EMPLOYMENT OPPORTUNITY

A. During the performance of this Contract, if the Bidder becomes the Contractor, he agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, military veteran status, marital status, or sexual orientation and shall take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not to be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining including apprenticeship and on-the-job training.

(2) The Contractor shall send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the New York State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the Contracting agency as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability, military veteran status, marital status, or sexual orientation and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of those non-discriminatory clauses, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these nondiscrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the New York State Commission for Human Rights of such failure or refusal.

(3) The Contractor shall post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the New York State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's Laws against discrimination as the New York State Commission for Human Rights shall determine.

(4) The Contractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

(5) The Contractor shall comply with the provisions of §291-299 and of the New York State Executive Law and the New York State Civil Rights Law

and will furnish all information and reports deemed necessary by the New York State Commission for Human Rights under these non-discrimination clauses and such sections of the New York State Executive Law, and will permit access to his books, records, and accounts by the New York State Commission for Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the New York State Executive Law and New York State Civil Rights Law.

(6) This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the Owner upon the basis of a finding made by the New York State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the New York State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these nondiscrimination clauses. Such finding shall be made by the New York State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor, and an opportunity has been afforded to him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

(7) The Contractor shall include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor shall take such action in enforcing such provisions of such subcontract or purchase order as the Owner may direct, including sanctions or remedies for noncompliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Owner, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

I31. OSHA SAFETY CERTIFICATION

A. Pursuant to New York State Labor Law §220-h, as to those contacts advertised after July 17, 2008, where the total cost of all work to be performed under the

contract is at least two hundred fifty thousand dollars; all laborers, workers, and mechanics employed in the performance of the contract on the public work site, either by the contractor, sub-contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

B. Each contractor, and/or subcontractor doing or contracting to do work contemplated by the contract is responsible for maintaining proof of the certification required under New York State Labor Law §220-h for each laborer, worker, and mechanic employed in the performance of the contract on the public work site. Proof of certification shall be produced and made available for inspection at the work site within 24 hours of any request for same by the County.

I32. WAGE SCHEDULE – STATE

In accordance with New York State Labor Law §220, rates which are the minimum rate to be paid on the project have been established by the State of New York, Department of Labor. Any person or corporation that willfully pays, after entering into such Contract, less than this established wage schedule shall be guilty of a first offense by a fine of five hundred dollars ($500.00) or by imprisonment for not more than thirty days, or both fine and imprisonment; a second offense carries heavier penalties.

Contractors are advised to fully familiarize themselves with all applicable provisions of the New York State Labor Law and more specifically, Article 8, Public Work. Wages and supplements to be paid and provided for workers employed on a public work project shall be not less than those listed in the current prevailing wage rate schedule for that project.

It is the responsibility of the prime contractor to provide each of its subcontractors with the prevailing wage rate schedule. ***The prime contractor is responsible for any underpayments of prevailing wages or supplements by its subcontractors.***

Prior to submitting a bid proposal, the prime contractor must insure that its costs, as well as those of its subcontractors, are based on wage rates that reflect the specific category in which each worker is to be classified and paid as defined by the New York State Prevailing Wage Rate Schedule. Verification of the proper category for the various items of work should be directed to the New York State Labor Department.

I33. APPRENTICESHIP TRAINING PROGRAMS

A. If the amount bid for this Contract, or the aggregate value of the individual contracts on multi-prime contracts that comprise this Project, is in excess of $250,000, the Contract(s) will be subject to Resolution No. 1866-2014, which

requires that firms entering into contracts with the County for such work to participate in registered and approved apprenticeship training programs and meet a graduate requirement for each trade. The Contractor and his Subcontractors shall provide evidence of participation in NYS approved apprenticeship training programs that are appropriate for the type and scope of work to be performed under the Agreement. In addition, a contractor and his subcontractors shall submit to the County, Certificates of Completion as part of any bid submitted showing that they, or their sponsor, graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule. If a contractor or subcontractor is signatory to a sponsor, the contractor must submit to the County a letter from the sponsor verifying its signatory status.

B. Within ten (10) working days of the date of receipt of notification from the County of the Contractor's status as the apparent low Bidder, the Contractor shall provide an affidavit of the firm's and the firm's subcontractors' participation in approved apprenticeship training programs and affirm graduate requirements for each trade. If the Contractor does not comply within this time, the Commissioner may declare the Contractor's bid non-responsive and award the Contract to the next lowest responsible Bidder.

C. The Contractor shall also submit an affidavit of participating in an approved apprenticeship training program and affirm graduate requirements for each trade from each subcontractor. This affidavit is to be included with the Contractor's request to the County for subcontractor approval. Affidavit forms will be provided by the County.

I34. LIVING WAGE LAW

A. This Agreement is subject to the Living Wage Law of Suffolk County. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law of Suffolk County. Such rate shall be adjusted annually pursuant to the terms of the Living Wage Law of Suffolk County.

B. Under the provisions of the Living Wage Law of Suffolk County, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

I35. ARREARS TO COUNTY

A. Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon debt or contract and is not in default as surety, contractor or otherwise on any obligation to, or contract with the County.

I36. SET-OFF RIGHTS

A. 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 contract up to any amounts due and owing to the County with regard to this contract and/or 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 finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

I37. CHILD SEXUAL ABUSE REPORTING POLICY

A. The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Local Law of Suffolk County that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

I38. CIVIL ACTIONS

A. The Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

I39. CERTIFICATION

A. The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or

shareholders of five percent (5%) (or more) of any party to this Agreement.

I40. LOCAL LAW NO. 26-2003

A. This Agreement may be subject to Local Law No. 26-2003 of Suffolk County concerning Union Organizing Activities. The Contractor represents and warrants that it has read and is familiar with the requirements of Article 1, Chapter 803 of the Local Laws of Suffolk County, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 of Suffolk County including the following prohibitions:

(1) The Contractor shall not use County funds to assist, promote, or deter union organizing.

(2) No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

(3) The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

(4) No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

Proposers are advised that the efficient, timely, and nondisruptive provision of goods and services is a paramount financial interest of the County and as such the County expects the potential Contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes, including but not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, nonintimidation agreements, and reasonable access agreements.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003 of Suffolk County, the County

shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

I41. LAWFUL HIRING OF EMPLOYEES LAW

A. This Agreement is subject to the Lawful Hiring of Employees Law of Suffolk County (Local Law No. 52-2006 of Suffolk County). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code §1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

B. All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code §1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

C. An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1st of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

D. The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a

material breach of this agreement.

E. Under the provisions of the Lawful Hiring of Employees Law No. 52-2006 of Suffolk County, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE1/2; entitled "SUFFOLK COUNTY DEPARTMENT OF LABOR NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW (8 U.S.C. SECTION 1324a) WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES".

I42. SPECIMEN FAITHFUL PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____ of _____ _____ (hereinafter called the "PRINCIPAL") and _____ _____ , a corporation created and existing under the laws of the State of _____ , having its principal office in the City of _____ _____ (hereinafter called the "SURETY") are held and firmly bound unto the County of Suffolk, New York (hereinafter called the "COUNTY") in the full and just sum of _____ dollars ($ _____) good and lawful money of the United States of America, for the payment of which said sum of money well and truly to be made and done, the said PRINCIPAL binds himself, his heirs, executors and administrators, successors and assigns, and the said SURETY binds itself, its successor and assigns jointly and severally firmly by these presents:

WHEREAS, said PRINCIPAL is named as a party in a certain written Contract, bearing date as of the _____ day of _____ , 20 _____ , with the COUNTY OF SUFFOLK, NEW YORK for _____ _____ _____ _____

which agreement has been, or is about to be, executed.

NOW THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the said PRINCIPAL shall well, truly and faithfully comply with and perform all the terms, covenants and conditions of said Contract Agreement on his part to be kept and performed, according to the true intent and meaning of said Contract, and shall protect the said COUNTY against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said COUNTY or its officers or agents or which the said COUNTY may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair or maintenance thereof or the manner of doing the same, or the neglect of the said PRINCIPAL or his agents or servants, or the improper performance of the said work by the said PRINCIPAL, or his agents or servants, or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and virtue.

And, the said SURETY, for value received, hereby stipulates and agrees, if requested to do so by the COUNTY, to perform and complete the work mentioned and described in said Contract

Agreement, pursuant to the terms, conditions and covenants thereof. If for any cause, said PRINCIPAL fails or neglects to so fully perform and complete said work, the said SURETY further agrees to commence said completion of the work within twenty days after notice thereof from the County, and to complete the same with all due diligence.

And, the said SURETY for value received hereby stipulates and agrees that no change, extension, alteration or addition to the terms of this Contract Agreement or Specifications accompanying the same shall in any way affect its obligation of this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

PRINCIPAL

(SEAL) _____

By _____

Title _____

Date _____

SURETY

(SEAL) _____

By _____

Title _____

Date _____

(The Surety must attach a summary financial statement and a copy of the resolution which authorizes the execution of bonds by officers of the company to both executed copies of the Faithful Performance Bond and Labor and Material Bond.)

(Acknowledgement by Contractor, if a Corporation)

State of _____ }
} ss:
County of _____ }

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

(SEAL)

_____
Notary Public County

_____
My Commission Expires

(Acknowledgement by Surety Company)

State of _____ }
} ss:
County of _____ }

On this _____ day of _____ , 20 _____ , before me personally came and appeared _____ to me known, who being by me duly sworn, did depose and say that he resides in _____ and that he is the Attorney-in-Fact of _____ , the Corporation described in and which executed the foregoing instrument; that he knew the seal of said Corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by the order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(SEAL)

_____
Notary Public
County

_____
My Commission Expires

I43. SPECIMEN LABOR AND MATERIAL BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____ of _____ _____ (hereinafter called the "PRINCIPAL") and _____ _____, a corporation created and existing under the laws of the State of _____, having its principal office in the City of _____ _____ (hereinafter called the "SURETY") are held and firmly bound unto the County of Suffolk, New York (hereinafter called the "COUNTY") in the full and just sum of _____ dollars ($ _____) good and lawful money of the United States of America, for the payment of which said sum of money well and truly to be made and done, the said PRINCIPAL binds himself, his heirs, executors and administrators, successors and assigns, and the said SURETY binds itself, its successor and assigns jointly and severally firmly by these presents:

WHEREAS, said PRINCIPAL is named as a party in a certain written Contract, bearing date as of the _____ day of _____, 20 _____, with the COUNTY OF SUFFOLK, NEW YORK for _____ _____ _____ _____ which agreement has been, or is about to be, executed.

WHEREAS, in accordance with certain provisions of the said Contract Agreement a bond is required guaranteeing prompt payment of monies due to all persons supplying the Contractor or a Subcontractor with labor and materials employed and used in carrying out the Contract, which bond shall inure to the benefit of the persons supplying such labor and materials.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the said PRINCIPAL shall promptly pay all monies due to all persons supplying the Contractor or Subcontractor with labor and materials employed and used in carrying out the Contract Agreement, then this obligation shall be null and void, otherwise, to remain in full force and virtue.

IN TESTIMONY WHEREOF, the said PRINCIPAL has hereunto set his hand and seal and the said SURETY has caused this instrument to be signed by its Attorney-in-Fact and its corporate seal to be hereunto affixed the day and year first above written.

PRINCIPAL

(SEAL) _____

By _____

Title _____

Date _____

SURETY

(SEAL) _____

By _____

Title _____

Date _____

(The Surety must attach a summary financial statement and a copy of the resolution which authorizes the execution of bonds by officers of the company to both executed copies of the Faithful Performance Bond and Labor and Material Bond.)

(Acknowledgement by Contractor, if a Corporation)

State of _____ }
} ss:
County of _____ }

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

(SEAL)

_____
Notary Public County

_____
My Commission Expires

(Acknowledgement by Surety Company)

State of _____ }
} ss:
County of _____ }

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

(SEAL)

_____
Notary Public
County

_____
My Commission Expires

I44. BID BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____ of _____ (hereinafter called the "PRINCIPAL") and _____ _____, a corporation created and existing under the laws of the State of _____, having its principal office in City of _____ (hereinafter called the "SURETY") are held and firmly bound unto the County of Suffolk, New York (hereinafter called the "COUNTY") in the full and just sum of Five percent (5%) of Attached Bid, which sum is _____ dollars ($ _____) good and lawful money of the United States of America, for the payment of which said sum of money well and truly to be made and done, the said PRINCIPAL binds himself, his heirs, executors and administrators, successors and assigns, and the said SURETY binds itself, its successor and assigns jointly and severally firmly by these presents:

WHEREAS, the said PRINCIPAL has submitted to _____ _____ a proposal for _____ _____ _____

(Description of Project)

WHEREAS, under the terms of the Laws of the State of New York as above indicated, the said Principal has filed or intends to file this bond to guarantee that the said Principal will execute a contract and furnish such faithful performance or other bonds as may be required by law in accordance with the terms of the Principal's said proposal.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the said Principal shall promptly execute a contract and furnish such faithful performance or other bonds as may be required by law in accordance with the terms of the Principal's said proposal, then this obligation shall be null and void, otherwise to remain in full force and virtue.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his (their, its) hand and seal and the said Surety has caused this instrument to be signed by its _____ and its _____ and its corporate seal to be hereunto affixed, the day and year first above written.

(COROPRATE SEAL OF PRINCIPAL IF A CORPORATION)

_____
(Company)

By _____

Title _____

Date _____

(CORPORATE SEAL OF SURETY CO.)

_____
(Company)

By _____

Date _____

(Acknowledgement by Contractor, if a Corporation)

State of _____ }
} ss:
County of _____ }

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

(SEAL)

_____
Notary Public County

_____
My Commission Expires

(Acknowledgement by Surety Company)

State of _____ }
} ss:
County of _____ }

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

(SEAL)

_____
Notary Public
County

_____
My Commission Expires

I45. MINORITY/WOMEN BUSINESS ENTERPRISE

SUFFOLK COUNTY, NEW YORK
MINORITY/WOMEN BUSINESS ENTERPRISE
REQUIREMENTS

AFFIRMATIVE ACTION PACKAGE
COVERING
EQUAL EMPLOYMENT OPPORTUNITY
ON SUFFOLK COUNTY CONSTRUCTION PROJECTS,
INFORMATION, FORMS AND INSTRUCTIONS
FOR BIDDERS

1. INTRODUCTION

Federal Executive Order No. 11625 established a public policy to assure the opportunity for full participation of socially and economically disadvantaged groups in our free enterprise system.

Federal Executive Order No. 11246, as amended, prohibits job discrimination because of race, color, religion, sex or national origin and requires affirmative action to ensure equality of opportunity in all aspects of employment.

Title VI of the Federal Civil Rights Act of 1964, as amended in 1972, provides that "No persons in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance".

New York State provisions for equal employment opportunities for minorities and women shall be in accordance with §312 of the New York State Executive Law.

Accordingly, Suffolk County has developed a Minority/Women Business Enterprise Program with the following objectives:

A. To identify Minority/Women Business Enterprise capable of entering the County's construction program and/or procurement of goods and services program.

B. To provide maximum realistic opportunity for Minority/Women Business Enterprises to compete in the County's program.

All County Contractors are required to take positive steps, consistent with sound procurement practices and applicable law, to utilize Minority/Women Business Enterprises to the maximum extent.

2. MINORITY/WOMEN BUSINESS REGISTRY

In accordance with the County's Minority Business Enterprise Program, on all County construction projects, all prime Contractors are required to list prior to award of contract all Minority Business Enterprise(s) that are proposed to be utilized in the performance of the project.

The Affirmative Action Office maintains a Minority/Women Business Registry of minority/women owned firms which may be capable of providing the goods and services or may be able to perform the construction work required for performance of the contract. Prime contractors or subcontractors, who are interested in identifying minority owned firms with which they may enter into business arrangements, are invited to utilize the County's Minority/Women Business Registry by contacting the Affirmative Action Office and specifying the products, services and/or trades that are needed.

3. AFFIRMATIVE ACTIONS TO BE PERFORMED BY THE CONTRACTOR

For the purpose of expanding opportunities for Minority/Women Business Enterprises, all bidders will undertake the following affirmative actions:

A. Fully comply with the "Requirements, Terms and Conditions" as set forth in the Appendix.

B. Detach, complete and submit with bid the "Affidavit and Certification" form.

C. The apparent low bidder is required to prepare and submit to the M/WBE Officer, within fifteen (15) business days after notification as lowest responsible bidder, a "Consultants/Contractors Detailed MBE/WBE Utilization Plan".

4. APPENDIX

A. Requirements, Terms and Conditions

(1) The goal established by Suffolk County for minority business enterprise participation in all projects through either subcontracting or entering into a joint venture with minority/women business enterprises is a goal of twelve percent (12%).

i. Minority Business Enterprise is defined as a business enterprise that is owned or controlled (i.e. having more than 50% of the share of each class of stock or interest and receiving 50% of the net profits or losses) by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or similar cause. Such persons include, but are not limited to, Blacks (not of Hispanic origin), Hispanics, Asians, Pacific Islanders, American Indians and Alaskan natives.

ii. Women Business Enterprise is defined as a business enterprise that is owned and/or controlled (i.e. having more than 51% of the share of each class of stock or interest and receiving 51% of the net profits or losses) by a woman.

(2) A bidder who fails or refuses to comply with the "Requirements, Terms and Conditions" of this Appendix shall not be deemed a responsive bidder and will not be awarded the contract.

(3) The bidder's commitment herein is to meet the minority/women business enterprise objectives and is not intended and shall not be used to discriminate against any qualified company or group of companies.

(4) The bidder's commitment to a specific goal for minority/women business

enterprise utilization as established by Suffolk County shall constitute a commitment to make every good faith effort to meet such goal by subcontracting to and/or entering into purchase of service agreements with, and/or entering into a joint venture with minority/women business firms.

(5) The amount of minority participation will be determined by the dollar value of the work subcontracted to minority/women business enterprise firms as compared to the total value of all work performed under this contract and/or by the percentage of the project costs, as set forth in Paragraph 6 of this Appendix, which the parties agree will be shared by a minority/women business enterprise firm where a joint venture is entered into for the rendering of services, procurements or construction of the project.

(6) The degree of goal attainment by minority-majority joint ventures and minority/women Contractors will be calculated as follows:

i. A joint venture consisting of minority and majority business enterprises, functioning as a prime Contractor, will be credited with minority participation on the basis of percentage of profit to accrue to the M/WBE. For example, if a minority-majority joint venture proposes to perform 50% of a project quoted at $500,000 and 50% of the profits are to accrue to the minority partner in the joint venture, minority participation will be credited as 25% of the work or $125,000.

ii. M/WBE Contractors will be credited with minority participation for that portion of the contract which they perform and that portion subcontracted to minority firms. For example, if an M/WBE Contractor proposes to perform a project quoted at $500,000 and subcontracts 25% to a majority firm and 25% to a minority firm, minority participation will be credited as 75% or $375,000.

(7) A maximum of five percent (5%) of the twelve percent (12%) MBE goal will be allowed for Women Business Enterprise (WBE) subcontractor.

(8) The Contractor shall receive credit for use of M/WBE suppliers as follows:

i. One hundred percent (100%) of the goal for M/WBE suppliers who are wholesalers warehousing the goods supplied and are manufacturers' representatives.

ii. Fifty percent (50%) of the goal for M/WBE suppliers who are wholesalers warehousing the goods supplied and are not manufacturers' representatives.

iii. Three percent (3%) of the goal for non-manufacturing supplier (M/WBE).

(9) Price alone will not be an acceptable basis for rejecting M/WBE bids unless it can be shown that no reasonable price can be obtained from a M/WBE.

(10) If the bid of the apparent low bidder does not meet the established goal, said bidder must submit documentation indicating that it has made every good faith effort to meet such goal, which might include, but not be limited to:

i. attendance at the pre-bid meeting;

ii. advertisement in trade association newsletters and minority-owned media for specific sub-bids that would be at least equal the percentage goal for M/WBE utilization specified for the project;

iii. direct negotiation with M/WBE's for specific sub-bids;

iv. a detailed statement of the efforts made to negotiate with M/WBE's including at a minimum: the names, addresses and telephone numbers of M/WBE's who were contacted; a description of the information provided to M/WBE's regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional prospective agreements with M/WBE's, if needed to meet the stated goal, were not reached;

v. a detailed statement of the efforts made to select portions of the work proposed to be performed by M/WBE's in order to increase the likelihood of achieving the stated goal;

vi. a detailed statement for each M/WBE contacted of the reasons for the bidder's conclusion that the firm is not qualified or unavailable.

A bid which fails to meet the established goal or to show meaningful good faith efforts to that end will be found non-responsive.

(11) Where a subcontract or order held by an M/WBE or minority/non-minority Joint Venture is terminated, the Contractor shall give prompt notice thereof to the Affirmative Action Officer and shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed or an alternative order or orders for the same materials to be furnished by another qualified M/WBE or M/WBE's for a price or prices totaling not less than the price of the terminated subcontract or order. Satisfactory evidence shall be furnished

in a timely manner to the County.

(12) The County, through its Affirmative Action Officer, will conduct periodic inspection of the Contractor's minority/women business enterprise involvement efforts during performance of this contract. Such inspections will include, but not be limited to, the Contractor's monthly statement of monies received from the County and the portion of said monies that was paid to the minority business enterprise(s) as evidenced by affirmation of the minority/women's business enterprise(s) which the Contractor hereby agrees to supply each month during the term of its contract with the County. Where the Affirmative Action Officer finds that the Contractor has failed to comply with the requirements of this Appendix, said Officer will inform the County Attorney who will immediately notify the Contractor to take corrective action.

Where the Contractor has been found to have failed to exert every good faith effort as set forth in Paragraph 10 above, to involve minority/women business enterprise in the work provided, the County may declare that the contract is terminated by reason of the Contractor's default, and/or may declare that the Contractor is ineligible to receive further County funds, whether as a Contractor, subcontractor, or as a consultant, for a period of up to three years.

(13) The Contractor will keep records and documents for three years following performance of this contract to indicate compliance with this Appendix. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representatives of the County and will be submitted to the County upon request together with any other compliance information which such representative may require.

(14) Bidders and Contractors are bound by all the "Requirements, Terms and Conditions" of this Appendix.

(15) Nothing in this Appendix shall be interpreted to diminish the present contract compliance review.

B. Submissions

(1) Affidavit and Certification

Bid documents contain information regarding Suffolk County's requirements concerning minority/women business participation. Potential bidders at the time of bid submission are required to submit only the "Affidavit and Certification" form.

(2) Consultants/Contractors Detailed MBE/WBE Utilization Plan

The lowest responsible bidder, as determined by the Owner, must submit a Consultants/Contractors Detailed MBE/WBE Utilization Plan prior to award. The Utilization Plan must include:

i. Name, address and telephone number of the M/WBE firm that have committed to perform work in connection with the proposed Suffolk County contract as well as any such enterprise which the contractor intends to use in connection with the contractor's performance of the proposed Suffolk County contract.

ii. Description of the work to be performed/materials to be supplied by the M/WBE firm.

iii. The estimated or, if known, actual dollar amounts to be paid to the M/WBE firm.

If selected as the lowest responsible bidder, the contractor shall submit periodic reports relating to the operation and implementation of the submitted Utilization Plan, including a final report at the end of the contract term. The compliance reports shall include, but not be limited to:

i. The name, address and telephone number of each certified women and minority-owned business enterprise the contractor is using or intends to use to comply with the Utilization Plan.

ii. A brief description of the scope of work to be performed for the contractor by each certified women and minority-owned business enterprise and the scheduled dates for performance.

iii. A statement of whether the contractor has a written agreement with each certified women and minority-owned business enterprise and, if requested, copies of such agreements.

iv. The actual cost of the scope of work to be performed by each certified women and minority-owned business enterprise.

v. Documentation of the actual amounts of any payments made by the contractor to each certified women and minority-owned business enterprise as of the submission date of the compliance report.

In the event the contractor's non-compliance with the non-discrimination clauses and M/WBE requirements of any County contract, such contract may be cancelled, terminated or suspended in whole or in part.

C. Informal Administrative Review

(1) Failure to comply with the terms of this M/WBE program shall be a factor in determining whether a contractor is the lowest responsible bidder. Upon request, a contractor who is not awarded a contract may be notified

of the grounds for the non-award of the contract.

(2) Failure to comply with the non-discrimination clauses and M/WBE requirements of any County contract shall be a factor in determining whether a contractor is in default of such contract. Upon request, a contractor who is declared in default of a contract may be notified of the grounds for notice of default on such contract.

M/WBE AFFIDAVIT AND CERTIFICATION

Project Name: _____
Project/Contract No.:_____
Letting Date: _____

I, _____ , being duly sworn, deposes and states:
that I am an ☐ Officer a ☐ Partner the ☐ Owner of

_____

_____
(Name and Address of Corporation)

That the bidder hereby agrees that every good faith effort shall be made to solicit and utilize certified Women/Minority Businesses on this project through either subcontracting to and/or entering into purchase or service agreements. That the undersigned has recognized and acknowledged that the statements herein are being given under oath and any material misrepresentation will be grounds for terminating any contract which may be awarded in reliance hereon. That this affidavit and statements herein are made knowing that the truth of the contents hereof will be relied upon.

_____
Signature

_____

_____
Print (Name and Title)

State of _____ }
} ss:
County of _____ }

On the _____ day of _____ , 20 ____ , before me personally came and appeared _____ to me known to be the individual described in and who executed the foregoing instrument and duly acknowledged that he/she executed same.

_____
Notary Public
County

_____
My Commission Expires

BIDDER WHO FAILS OR REFUSES TO COMPLETE AND RETURN THIS AFFIDAVIT SHALL NOT BE DEEMED A RESPONSIVE BIDDER AND WILL NOT BE ACKNOWLEDGED.

DEPARTMENT OF PUBLIC WORKS

CONSULTANTS/CONTRACTORS DETAILED MBE/WBE UTILIZATION PLAN

Consultant/Contractor: _____ Project Name/CP Number: _____

Address: _____ Total Bid Price $: _____

_____ MBE/WBE Participation $: _____

Contract Description: _____

Name, Address & Telephone of MBE/WBE Firm	Work to be done/materials to be Supplied by MBE/WBE Firm (Include Item Numbers)	Dollar Value of Each (By Item)

_____ Date: _____

Signature of Contractor/Owner Email: _____

_____

Print (Name and Title)

OFFICE OF MINORITY/WOMEN ENTERPRISE USE ONLY

SUBTOTALS	U.P. APPROVED BY	U.P. DISAPPROVED BY	COMMENTS
MBE:			
WBE:			

The following individuals are available to assist prospective bidders in meeting the requirements of the Minority/Women Business Enterprise Program:

RODERICK PEARSON, EXECUTIVE DIRECTOR OF HUMAN SERVICES
OFFICE OF MINORITY AFFAIRS
SUFFOLK COUNTY EXECUTIVE OFFICE
P. O. BOX 6100, HAUPPAUGE, NEW YORK 11788
(631) 853-5692

JAMES O'CONNELL, LOCAL LAW COMPLIANCE COORDINATOR
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
335 YAPHANK AVENUE
YAPHANK, NEW YORK 11980
(631) 852-4599

BID FORM

THE FOLLOWING PAGES CONTAIN COPIES OF DOCUMENTATION THAT EACH BIDDER MUST FILL OUT IN ITS ENTIRETY ON THE ENCLOSED (SEPARATELY BOUND BID FORM FOR SUBMISSION)

THE BID FORMS ENCLOSED IN THIS BOUND PROJECT MANUAL ARE FOR INFORMATION ONLY.

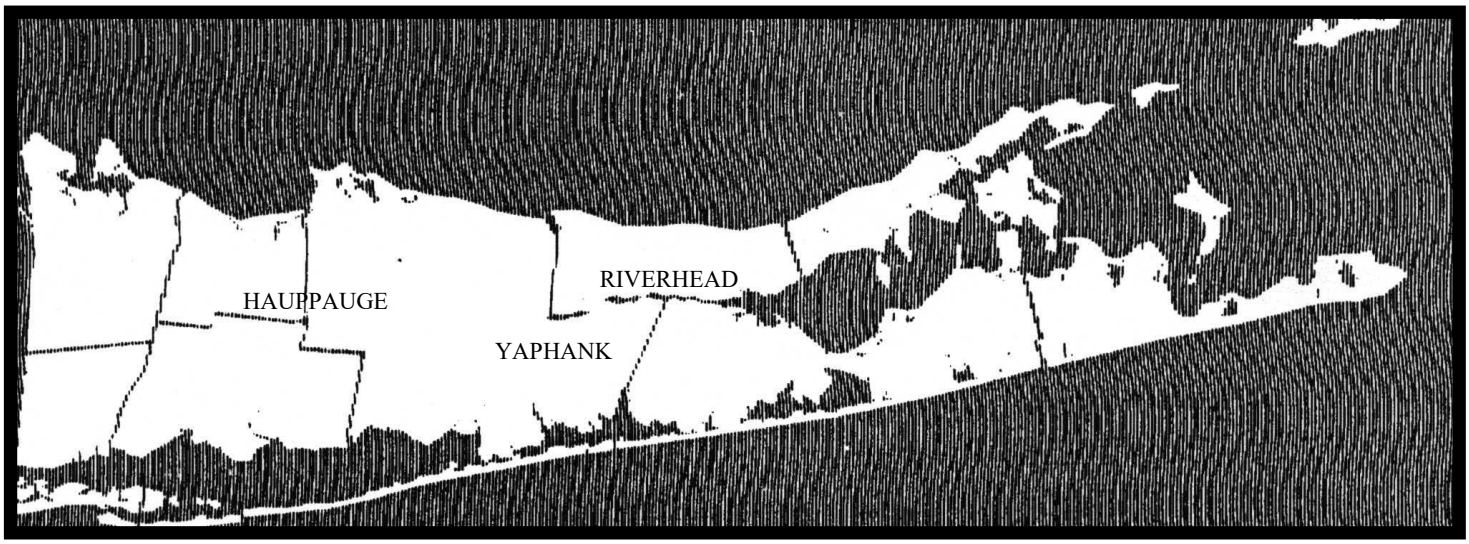
BID FORM

(TO BE RETURNED IN AN ENVELOPE MARKED SEALED BID)

COHALAN COURT COMPLEX DISTRICT COURT
IMPROVEMENTS
TOWN OF ISLIP

CAPITAL PROJECT NO. 1125

CONTRACTOR NAME _____



COUNTY OF SUFFOLK
EDWARD P. ROMAINE, COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS
CHARLES J. BARTHA, P.E., COMMISSIONER

DIVISION OF BUILDINGS
JAMES J. INGENITO, R.A., COUNTY ARCHITECT

LETTING DATE: MAY 19, 2026

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PLEASE BE ADVISED THAT THE CONTRACTOR MUST DOWNLOAD, COMPLETE AND ATTACH THE SEPARATE "COMPLIANCE FORMS" PACKAGE AS PART OF THEIR SUBMITTED BID FORM

PROJECT: COHALAN COURT COMPLEX DISTRICT COURT ROOF IMPROVEMENTS

CAPITAL PROJECT NO: 1125

FOR: CONTRACT NO.1 - GENERAL CONSTRUCTION

TO: THE COMMISSIONER OF PUBLIC WORKS
COUNTY OF SUFFOLK
YAPHANK, NEW YORK

This document constitutes a Bid to do the Work specified in the Contract Documents for this project. Should the undersigned be a joint venture or other plural entity, the nouns, pronouns and verbs in the bids that apply to the undersigned shall be understood to be written in the plural sense.

In submitting this bid, the undersigned declares that he is the only person interested in the said bid, that it is made without any connections with any person making another bid for the same contract, that the Bid is in all respects fair and without collusion, fraud or mental reservation, and that no official of the County, or any person in the employ of the County, is directly or indirectly interested in said bid or in the supplies or work to which it relates or in any portion of the profits thereof.

If the undersigned operates or conducts business under an "assumed name" pursuant to §130 of the New York General Business Law, information relating to such d/b/a or assumed name must be provided at the time the bid proposal and associated forms are submitted to the County. New information regarding a d/b/a or assumed name will not be accepted once bidding is closed.

The undersigned also hereby declares that he has carefully examined the Contract Documents and that he has personally inspected the actual location of the work, together with the local sources of supply, has satisfied himself as to all the quantities and conditions, and understands that in signing this bid he waives all right to plead any misunderstanding regarding the same.

B1. ADDENDUM

The undersigned further declares that he has received and examined the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

_____
Contractor Signature
(for all addenda)

B2. BASE BID

The undersigned further understands and agrees that he is to furnish all labor, materials, equipment, supplies and other facilities and things necessary and required for the execution and completion of

_____
(Bidder State Contract and Contract No.)

in strict accordance with the Contract Documents for the lump sum price of

_____
(Written in Words)

$ _____ which is the Base Bid.
(Written in Figures)

NOTE: This Project is to be bid as a **single prime project**. Bidders shall submit with their bids, a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each as applicable, for: (a) plumbing and gas fitting (i.e., Plumbing Work), (b) steam heating, hot water heating, ventilating and air conditioning apparatus (i.e., HVAC Work which includes fire sprinkler) and (c) electric wiring and standard illuminating fixtures (i.e., Electrical Work). The apparent low bidder's subcontract information will be opened and read aloud at the bid opening.

B3. BID SECURITY

Each bidder shall deposit with his bid, a certified check or a Bid Bond in an amount not less than **5%** of the Base Bid made payable to **Suffolk County Comptroller** in the amount of:

_____ ($ _____)

and agrees such surety shall be a measure of liquidated damages should he default in delivery of agreement.

B4. COMPLETION

It is intended that the work under this Contract be completed substantially within **270** calendar days after issuance of the formal Notice to Proceed.

B5. ALTERNATES

The undersigned proposes to perform Alternates as set forth in the Contract Documents for the listed Lump Sum Alternate Prices.

1. Add Alternate No 1: Removal and replace existing roofing at Office Tower, scope of work includes but not limited to: new perimeter metals, insulation flashing at TPO single ply roofing as indicated in drawings and specified herein.

_____
(Written in Words)

$ _____ which is the Add Alternate.
(Written in Figures)

The Commissioner of Public Works hereby reserves the right to accept and/or reject any or all alternates which constitute a part of this Bid.

B6. ALLOWANCES

The undersigned has included the following allowance sum in the base bid.

Allowance No.1

Include $8,000.00 (Five Thousand Dollars) for the cost of temporary electrical power and water required for the trailer bathroom. The work includes investigating the building site for the most practical hook-up and installation of temporary water and power feed to the bathroom trailer to be used for the duration of the project. When the project is completed, the contractor shall remove connections and restore site to pre-construction conditions.

Allowance No.2

Include $25,000.00 (Twenty-Five Thousand Dollars) for the District Court Roof to be used at owner's discretion, to be executed in "like kind" scope of the project herein.

Allowance No.3

Include $25,000.00 (Twenty-Five Thousand Dollars) for the Office Tower Roof to be used at owner's discretion, to be executed in "like kind" scope of the project herein.

B7. LISTING OF NAMES AND ADDRESSES

On acceptance of this Bid for said work, the Undersigned hereby binds himself or themselves to enter into written contract with the County of Suffolk within two (2) weeks of date of notice of award, and to comply in all respects with the provisions set forth in Instructions to Bidders and General Conditions, in relation to security for the faithful performance of the terms of said contract.

_____
Legal Name of Individual, Partnership or Corporation

_____
Address of Individual, Partnership or Corporation (Must be Principal place of business)

Telephone Number _____ Fax Number _____

Federal I.D. # _____ E-mail address _____

IF AN INDIVIDUAL

Print or Type Name	Signature	Date

IF A PARTNERSHIP

Print or Type Name & Title	Signature	Date
Print or Type Name & Title	Signature	Date
Print or Type Name & Title	Signature	Date

IF A CORPORATION

President:

Print or Type Name & Title	Signature	Date

(CORPORATE SEAL)

B8. MINORITY/WOMEN BUSINESS ENTERPRISE AFFIDAVIT AND CERTIFICATION

Project Name: _____
Project/Contract No.:_____
Letting Date: _____

I, _____ , being duly sworn, deposes and states:
that I am an ☐ Officer a ☐ Partner the ☐ Owner of

_____

_____
(Name and Address of Corporation)

That the bidder hereby agrees that every good faith effort shall be made to solicit and utilize certified Women/Minority Businesses on this project through either subcontracting to and/or entering into purchase or service agreements. That the undersigned has recognized and acknowledged that the statements herein are being given under oath and any material misrepresentation will be grounds for terminating any contract which may be awarded in reliance hereon. That this affidavit and statements herein are made knowing that the truth of the contents hereof will be relied upon.

_____
Signature

_____

_____
Print (Name and Title)

State of _____ }
} ss:
County of _____ }

On the _____ day of _____ , 20 ____ , before me personally came and appeared _____ to me known to be the individual described in and who executed the foregoing instrument and duly acknowledged that he/she executed same.

_____
Notary Public County

_____
My Commission Expires

BIDDER WHO FAILS OR REFUSES TO COMPLETE AND RETURN THIS AFFIDAVIT SHALL NOT BE DEEMED A RESPONSIVE BIDDER AND WILL NOT BE ACKNOWLEDGED.

B9. CONTRACTOR/SUBCONTRACTOR AFFIDAVIT OF PARTICIPATION AND COMPLIANCE WITH GRADUATE REQUIREMENTS WITHIN NEW YORK STATE APPRENTICESHIP TRAINING PROGRAM

SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
CONTRACTOR/SUBCONTRACTOR AFFIDAVIT OF PARTICIPATION AND COMPLIANCE WITH GRADUATE REQUIREMENTS WITHIN NEW YORK STATE APPRENTICESHIP TRAINING PROGRAM

Date _____

PROJECT: COHALAN COURT COMPLEX DISTRICT COURT ROOF IMPROVEMENTS-ISLIP,NY

CAPITAL PROJECT NO: 1125

LETTING DATE: MAY **19, 2026**

I _____ being duly sworn, deposes and states:
that I am an ☐ Officer a ☐ Partner the ☐ Owner of

_____

_____
(Name and Address of Corporation)

That I affirm of my own knowledge that the above firm 1) participates and complies with graduate requirements in registered and approved New York State Apprenticeship Training Programs for all trades to be utilized under this contract as set forth under Section 869 of the Suffolk County Code; 2) will only employ subcontractors who participate and comply with graduate requirements in registered and approved New York State Apprenticeship Training Programs; and 3) will require all such subcontractors to execute an Affidavit of Participation and Comply with Graduate Requirements which is to be submitted to the County with the Contractor's request for subcontractor approval.

_____
Contractor/Subcontractor Corporate Name

(CORPORATE SEAL)

By: _____

_____
Print (Name and Title)

State of _____ }
} ss:
County of _____ }

On the _____ day of _____ , 20 _____ before me personally came to me _____ known, who being sworn, did depose and say that(s)he is the _____ of _____ the corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that (s)he signed his/her name thereto by like order.

_____
Notary Public County

_____
My Commission Expires

DPW Form Affidavit 3/15

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G1. GENERAL

Glossary of Terms

Unless otherwise stated, the words "directed", "required", "permitted", "ordered", "instructed", "designated", "considered", "necessary", "prescribed", "approved", "acceptable", "satisfactory", "in judgment of", or words of like import, refer to actions, expressions, and prerogatives of the Owner and/or the Engineer.

Where the words "furnish", "provide", "supply", "replace", or "install" are used, whether singly or in combination, they shall mean to furnish and install, unless specifically stated otherwise.

Easement means a grant of right of use of the property of an owner for a certain purpose at the will of the grantee.

Structure means structural entity including but not limited to building, manhole, ductbank, tank, foundation, road, pavement, pipe conductor, pumping stations, bridge, culvert, bulkhead, jetty, etc.

Any use of personal pronouns in the masculine gender shall be deemed to be the appropriate personal pronouns for either gender of the applicable party.

Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

ACT OF GOD: An act occasioned exclusively by violence of nature without the interference of any human agency. It is an act, event, happening, or occurrence, and disaster due to natural causes and is in no sense attributable to human agency.

ADDENDUM/ADDENDA: Supplemental additions, deletions, and modifications, written or graphic, issued in writing prior to the receipt of bids which modify or interpret the Contract Documents.

AGREEMENT: The language or instrument embodying the Contract, which governs the performance of the Work and the furnishing of labor and materials in the construction of the Work, in conformance with the requirements of the Contract Documents.

AMENDMENT: A formal alteration by addition, deletion or modification of the Agreement.

APPROVED OR APPROVAL: Written acceptance; where this term is used it shall be understood that reference is made to the ruling or judgment of the Architect/Engineer, or Owner.

ARCHITECT: Shall mean the County's authorized representative, may be a Departmental Architect assigned to the project. Also see the definition of Engineer.

AWARD: The decision of the Owner to accept the Bid of the lowest responsible bidder for the Work, subject to the execution and approval of a satisfactory contract therefore and bonds to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

BENEFICIAL OCCUPANCY: Shall mean the Owner's action to take over, use, occupy or operate part of the completed or uncompleted work, when such action is deemed to be in the Owner's best interest.

BID: The offer or proposal of the Bidder submitted on the prescribed Bid Form setting forth the prices for the Work to be performed.

BID DEPOSIT (OR BID BOND): The security furnished by the Bidder with his Bid Form for a project as guarantee that he will enter into a contract for the Work if his Bid is accepted.

BID FORM: The approved form on which the Owner requires formal bids to be prepared and submitted for the Work.

BIDDER: An individual, firm or corporation formally submitting a Bid for the Work contemplated acting directly or through a duly authorized representative.

BIDDING DOCUMENTS: The Notice to Bidders, the Advertisement, Instructions to Bidders, the Bid Form, the General Conditions, Supplementary Conditions, Technical Specifications, Drawings, including all Addenda issued prior to receipt of bids.

BONDS: Bid Bonds, Performance Bonds, Labor and Material Payment Bonds, Maintenance Bonds, and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.

CHANGE ORDER: A written order to the Contractor authorized by the Owner for an addition, deletion or revision in the Work within the general scope of the Contract Documents, which may also authorize an adjustment in the Contract Price, or adjust the Contract Time, issued on or after the effective date of the Agreement.

CHIEF DEPUTY COMMISSIONER: The Chief Deputy Commissioner of Public Works, County of Suffolk, New York.

CHIEF ENGINEER: The Chief Engineer of Suffolk County Department of Public Works who shall act for the Commissioner as his authorized representative. His official instructions, approvals or disapprovals of the Work shall be received and acted upon as if they had been received from the Commissioner personally. May refer to the Chief Engineer-Highways, the Chief Engineer-Sanitation, or the Chief Engineer-Facilities. May be used synonymously with County Architect.

COMMISSIONER: The Commissioner of Public Works, County of Suffolk, New York, who is also the County Superintendent of Highways, acting directly or through his authorized representative.

CONTRACT: The written agreement covering performance of work in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Bidding Documents, the Agreement, all written modifications such as change orders, and all provisions required by law to be inserted in the Contract whether actually inserted or not.

CONTRACT TIME: The number of consecutive calendar days stated in the Contract Documents for Final Completion of the Work; or to the specified completion date.

CONTRACTOR: The person, firm, or corporation named as such in and with whom the Owner has entered into the Agreement including the plural number and the masculine gender when such are named in the Agreement as the Contractor undertaking the execution of the Work under the terms of the Agreement and acting directly or through his, their, or its agents or employees. Only one firm is recognized as a party to this Contract. He (masculine gender) is used to cover both genders (he and she) in the Contract Documents.

COUNTY: Suffolk County, New York, represented by the Department of Public Works through the Commissioner of Public Works.

COUNTY ARCHITECT: The County Architect of Suffolk County Department of Public Works, who shall act for the Commissioner as his authorized representative. His official instructions, approvals or disapprovals of the Work shall be received and acted upon as if they had been received from the Commissioner personally. May be used to be synonymous with Chief Engineer.

COUNTY EXECUTIVE: The County Executive of the County of Suffolk, New York State.

DATUM: The figures shown on the Drawings after the word "elevation", or abbreviation of it, shall mean the distance in feet above the datum adopted by the Engineer. If the Contractor has any doubt or question as to such datum, he shall ascertain the datum being used, from the Engineer.

DAY: A calendar day of 24 hours lasting from midnight one day up to midnight the next day.

DAYS: Shall mean consecutive calendar days unless indicated otherwise in the Contract Documents.

DEPARTMENT: The Suffolk County Department of Public Works.

DETAILED TECHNICAL SPECIFICATION: Technical requirements which are unique to a specific contract.

DIVISION: A Division of the Suffolk County Department of Public Works.

DRAWINGS: The part of the Contract Documents which show graphically the characteristics including location, dimensions and details of the scope of work to be performed. The term is used interchangeably with the word "Plans" and includes Standard Details and all other drawings issued for the Contract.

EMPLOYEE: Any person working on the project mentioned in the Contract of which these Specifications are a part, and who is under the direction or control, or receives compensation from the Contractor or a subcontractor.

ENGINEER: The County's authorized representative may be a Departmental Engineer for the project. May be used synonymously with Architect.

EQUAL: A term intended to permit substitution by the Contractor of any competitive product which is acceptable to the Owner in quality, properties, functions and cost to the specified product.

EQUIPMENT: All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.

EXTRA WORK: Extra work shall mean work other than that required by the Contract Documents, either expressed or implied, in order to complete the project as contemplated by the Owner.

FIELD ORDER: A written order issued by the Engineer to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

FINAL ACCEPTANCE: Acceptance of the Work as evidenced by a letter from the Owner.

FINAL COMPLETION: The Completion of all Work to the satisfaction of the Owner.

FINAL PAYMENT: Final payment to Contractor for Work performed under the Contract.

FURNISH: As well as "Supply", "Install", "Provide" or "Provided" in connection with any item specified means, unless otherwise noted, that such item or items shall be furnished and installed, and connected where so required unless specifically stated otherwise.

GENDER: (HE/SHE) He (masculine gender) is used to cover both genders. See the definition of Contractor.

GENERAL CONDITIONS: That part of the Contract Documents which sets forth many of the rights, responsibilities and relationships of the parties of the Contract.

GENERAL REQUIREMENTS: General administrative and work related provisions of the Project.

INSPECTOR: Inspector shall mean an authorized representative of the Owner assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor.

INSTRUCTIONS TO BIDDERS: Outline of the Conditions for preparing the Bid as included in the Contract Documents.

ITEM: Any part of the Work as stated in the Contract Documents, which is necessary to complete the Work.

LABORATORY: The Suffolk County Department of Public Works Material Testing Laboratory in Yaphank, New York or an independent laboratory especially designated or approved by the Engineer for testing the materials to be used under the Contract.

LUMP SUM: The sum bid for any lump sum item shall represent payment in full for all of the various classes of work, including materials, equipment and labor, and incidentals necessary or required to complete, in conformity with the Contract Documents, the entire work shown, indicated or specified under such lump sum item or for the full contract, in the case of lump sum contracts.

MATERIAL: Any approved material acceptable to the Owner and conforming to the requirements of the Specifications.

NOTICE: All written notices, demands, instructions, claims, approvals and disapprovals as required, to obtain compliance with the Contract requirements. Any written notice by either party to the Contract shall be sufficiently given if delivered to or at the last known business address of either party, or to his, their, or its authorized agent, representative or officer, or when enclosed in a postage prepaid envelope addressed to such known business address and deposited in a United States mail box.

NOTICE OF AWARD: The written communication issued by the Owner to the apparent successful bidder stating that upon successful compliance with the conditions precedent enumerated herein, within the time specified, Owner will sign and deliver the Agreement.

NOTICE TO PROCEED: Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the dates of commencement and completion of the Work.

OWNER: The County of Suffolk, New York acting by and through the Commissioner of Public Works with whom the Contractor has entered into the Agreement and for whom the work is to be provided and administered by the Commissioner's Authorized Representatives for the Project.

PARTIAL OR MONTHLY PAYMENTS: Incremental Payments to the Contractor for Work satisfactorily performed, as set forth in the Contract Documents, representing the Engineer's reasonable estimate of work completed to the closing date of such partial payments.

PROJECT: The Construction work to be performed under one or more construction contracts to complete the undertaking contemplated in the Contract Documents.

PROJECT MANUAL: The bound book of Specifications and related documents.

PROPOSAL: The offer of the bidder for the Work, when executed and submitted on the prescribed Bid Form.

PUNCH LIST: A written itemization of work items required to be completed prior to final acceptance by the Owner. The itemization shall include, but not be limited to, uncompleted work, defective work and missing work.

RECORD PLANS: All drawings which indicate the as-built condition of the project.

REFERENCE SPECIFICATIONS: Those bulletins, standards, rules, methods of analysis or test codes, and Specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in the project or permits, unless specifically referred to by edition, volume, or date.

RESIDENT PROJECT REPRESENTATIVE: The engineer, inspector, resident engineer, or clerk of the works representing the Owner, having direct observation duties over the execution of the Contract under the direction of the Commissioner or of the County Architect or of the Chief Engineer, who may observe methods and materials both on and off the site of the Work.

SHOP DRAWINGS: Drawings, diagrams, illustrations, schedules, performance charts, brochures, manufacturer's literature, catalog cuts, and other data which are prepared by or for the Contractor or any subcontractor, manufacturer, which illustrate some portion of the Work.

SITE: The specific area adjacent to and including the area upon which construction work is to be performed or the Project is located. Generally, such area may be considered as defined by the Contract limits, the right-of-way or property made available to the Contractor for construction operations.

SPECIFICATIONS: The set of documents issued by the Owner for a specific project which includes the Notice to Bidders, Instructions to Bidders, Bid Form, Agreement, General Conditions, General Requirements, Supplementary Conditions, Technical Specifications, pertinent notes and data specified on the Drawings and other forms and attachments. Includes written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work, and certain administrative details applicable thereto.

STANDARD DETAILS: Suffolk County drawings showing details of standard products, methods and material for the construction of certain facilities.

STATE: State of New York, and for highway projects represented by the State Department of Transportation through the Commissioner of Transportation.

SUBCONTRACTOR: Any person, firm, or corporation having a direct contract or agreement with the Contractor, or with any other subcontractor, with the written consent of the Owner to furnish material fabricated to a special design, to install material, or to perform any part of the Work for the Contractor. A person, firm, or corporation who merely furnishes material not fabricated to a special design, or an employee of the Contractor, is not a subcontractor.

SUBSTANTIAL COMPLETION: Completion of the work to such an extent that the project may be occupied and used completely and without inconvenience, but not necessarily without the necessity for minor adjustments, repairs, changes, corrections, or additional items to bring the Work to final completion in strict accordance with the Contract Documents. The date of substantial completion of a project is the date when construction is deemed substantially complete by the Engineer.

SUPERVISION: Supervision where used to indicate supervision by the Engineer, shall mean the performance of obligations, and the exercise of rights, specifically imposed upon and granted to the County in becoming a party to the Contract. Except as specifically stated herein, supervision by the Engineer shall not mean active or direct superintendence of details of the Work or construction, including means and methods thereof.

SUPPLEMENTARY CONDITIONS: Provisions which are unique to this Contract, supplementing, modifying, adding, deleting or otherwise amending items covered in the General Conditions.

SUPPLIER: A manufacturer, fabricator, supplier, distributor, materialman, vendor, or other person or organization who supplies materials or equipment for the Work (including that fabricated to a special design) but who does not perform labor at the site.

SURETY: The corporate body bound with and for the Contractor, for the full and complete performance of the Contract, and for the payment of all debts pertaining to the Work.

TECHNICAL SPECIFICATIONS: The part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction methods and systems, standards and workmanship.

TESTS: Methods to ascertain the quality, character and acceptability of materials and processes utilized in performing the contract.

UNIT PRICE: The Contractor's bid for a single unit of an item of work in the Bid Form.

UTILITY: Tracks, overhead and underground wires, pipe lines, conduits, ducts, structures and facilities of like nature privately or publicly owned or operated.

WORK: Work shall be understood to mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful Final Completion of the Project and the carrying out of all the duties and obligations imposed by the Contract Documents.

G2. SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, equipment, plant, power, water, light, heat, fuel, tools, appliances, supplies and all other means of construction necessary or proper for executing and completing the Contract; restore to their original conditions all surfaces disturbed; pay cost of all insurance; bear all losses due to the nature of the work and costs incidental to suspension or discontinuance of the work except as otherwise provided; assume all responsibility for his work and operations of whatever nature or kind, secure and pay for all permits unless otherwise provided; conform to all County, State, and Municipal or Federal legislation and requirements; abide by all rules and regulations of utility companies whenever or wherever jurisdiction of these agencies prevails. He shall do all work necessary to conform to the Contract Documents and shall leave intact the work of all adjoining contractors unless otherwise ordered by the Owner; perform and complete the Work in a manner best calculated to permit rapid construction, consistent with protection of persons, work and property and satisfactory to the Owner. He shall protect the Work during construction, clean up the Work during and after construction, and maintain it until final acceptance as hereinafter provided.

B. Materials furnished under the Contract shall be in accordance with the specifications therefore, or in the absence of particular specifications, it shall be of new stock, unused, unless otherwise specified, and not deteriorated in any manner.

C. The Contractor shall perform all work and pay all costs of protecting, supporting, maintaining, repairing if damaged, relocating and restoring all surface, subsurface or overhead structures and all other property including, but not limited to pipes, conduits, ducts, tubes, chambers and appurtenances, public or private in the vicinity of the Work.

D. The Contractor shall do all extra work, as ordered in writing by the Owner.

G3. CONTRACT DOCUMENTS

A. The Contractor will be furnished with three sets of Contract Documents. A reasonable number of additional copies will be furnished upon request. One copy of the Contract Documents furnished to the Contractor shall be kept constantly at the site of the Work. Anything shown on the Drawings and not mentioned in the Specifications, or mentioned in the Specifications and not shown on the Drawings, and all work and materials necessary for the completion of the Work according to the intent and meaning of the Contract Documents, shall be furnished, performed, and

done, as if the same were both mentioned in the Specifications and shown on the Drawings.

B. The Contract Documents comprise the entire agreement between Owner and Contractor concerning the Work. All portions of the Contract Documents are complementary and anything called for by one portion of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all.

C. All conflicts, errors or discrepancies found by the Contractor in the Contract Documents shall be reported to the Engineer in writing immediately and before proceeding with the work affected thereby. Engineer will issue a written interpretation or clarification, whose decision thereon shall be conclusive, which Contractor shall follow.

D. The Drawings show the approximate size, arrangement and location of the Work. During construction, exact lines, grades, shapes and dimensions shall be established by the Contractor, and the Contractor shall construct the Work in accordance with the Contract Documents.

E. The intent of the Contract Documents is to provide for Work complete in every detail, in a first-class workmanlike manner, even though every item necessarily involved is not particularly mentioned. It shall be understood that the Bidder has satisfied himself as to the complete requirements of the Contract Documents and has predicated his Bid Form upon such understanding. The Contractor shall be held to provide all items necessary for the entire completion of the Work.

F. Where dimensions on Drawings are shown do not measure by scale. Full size details have preference over scale details, and large scale details have preference over small.

G. The general character and scope of the Work are illustrated by the Drawings and listed in the Specifications. Any additional detail or other information deemed necessary by the Engineer will be furnished to the Contractor when and as required by the Work.

H. Where the words "typical" or "similar" appear on the Drawings, it shall be interpreted in its general sense and not as meaning "identical" and all details shall be worked out in relation to their location and their connection with others parts of the Work.

I. Unless confirmed in writing the Owner will not be held responsible in any way for oral instructions or answers to inquiries regarding the intent or meaning of the Contract Documents, whether supplied by themselves, their employees or other representatives.

J. In the event the Engineer finds the materials or the finished product is not in conformance with the Contract Documents but that acceptable work has been

produced, as determined by the Engineer, he may then make a determination as to whether the work will be accepted and remain in place. In this event, a change order may be issued which will provide for an appropriate credit in the Contract Price for such work or materials not in conformance with the Contract Documents.

K. Except as provided for above, in the event the Engineer finds the materials or the finished product in which the materials are used or the work performed are not in conformance with the Contract Documents as determined by the Engineer, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

G4. DIFFERING SITE CONDITIONS

A. The Contractor shall promptly, but no later than forty-eight (48) hours after first encountering or discovering conditions that the Contractor believes to be a Differing Site Condition, and before such conditions are disturbed, notify the Engineer in writing of: (1) latent physical conditions at the site differing materially from those conditions indicated in the Contract ("Type 1 Condition"), or (2) physical conditions at the Work Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as occurring in work of the character provided for in this Contract but unknown to the Contractor until encountered during performance of the Work ("Type 2 Condition"). The Contractor's Notice shall identify the conditions encountered and how they differ from those indicated in the Contract or ordinarily encountered or generally recognized, and shall also explain if and how the conditions encountered will cause a material increase in the cost and/or time required for performance of the Work.

B. The Engineer shall promptly investigate such condition(s). Should the Engineer determine that a differing site condition exists as described above, and which materially increase the cost or time required to perform the Work, the Engineer shall notify the Contractor of that determination and issue an appropriate Change Order or extension of time.

C. No claim for a Change Order or extension of time by the Contractor due to a Differing Site Condition shall be allowed unless the Contractor has given the Notice required in Paragraph A. above.

D. A Differing Site Condition shall exist, and the Contractor shall only be entitled to a Change Order for a Differing Site Condition, if the encountered condition was in existence at the time of award of the Contract.

E. For Differing Site Conditions that only affect the quantities of Unit Price Work, such unit prices shall not be adjusted due to the Differing Site Condition, and the Work shall be paid for at the Contract unit price, without adjustment or change.

F. Pending final decision of any claim or dispute hereunder the Contractor shall proceed diligently with the performance of the Work in accordance with the Engineer's directions.

G. The Contractor is advised of the close proximity of existing utilities, structures and the proposed facilities to be installed under this Contract. All costs associated with working in close proximity to existing facilities will be included in various items bid in the Bid Form.

H. Wherever items of construction are shown on the Drawings to be on permanent easements, a construction right-of-way sufficient to permit the Contractor to perform the Work in accordance with the Contract Documents will be acquired by the Owner.

I. The Contractor, in all cases, will be required to confine his operations to the limits of the construction right-of-way, or in the instance where the site is owned by the Owner, within the property lines. If the Contractor requires additional space, it will be his responsibility to negotiate and pay for same.

J. Subsurface exploration data, if included in the Contract Documents, is provided for information only, and is not part of the Contract Documents. See the Instructions to Bidders.

G5. COORDINATION WITH OTHER CONTRACTS

A. During the progress of the Work, other Contractors may be engaged in performing other work or may be awarded other contracts for additional work on this Project. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other contractors and the Contractor shall fully cooperate with such other contractors and carefully fit its own work to that provided under other contracts as may be directed by the Engineer.

B. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

C. If the Engineer shall determine that the Contractor is failing to coordinate his work with the work of other contractors as the Engineer has directed, then the Owner shall have the right to withhold any payments otherwise due hereunder until the Engineer's directions are complied with by the Contractor.

D. If the Contractor notifies the Engineer in writing that another contractor on this Project is failing to coordinate his work with the work of this Contract as directed, the Engineer must promptly investigate the charge. If he finds it to be true, he must promptly issue such directions to the other contractor with respect thereto as the situation may be required, the Owner shall not, however, be liable for any damages suffered by this Contractor by reason of the other contractor's failure to comply with the directions so issued by the Engineer, or by reason of another contractor's default

in performance, it being understood that the Owner does not guarantee the responsibility or continued efficiency of any contractor.

E. Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the Owner for the performance of work upon the site or of work which may be necessary to be performed for the proper prosecution of the work to be performed hereunder, or through any act of omission of a subcontractor of such contract, the Contractor shall have no claim against the Owner for such damage, but shall have a right to recover such damage from the other contractor under the provision similar to the following paragraph, which have been or will also be inserted in the contracts with such other contractors.

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

G. The Owner's right to indemnify hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages as provided herewith, or by the exercise of any other remedy provided for by contract or by law.

H. If any portion of the Work to be performed under this Contract depends upon the work of the Owner's forces or any other contractor, the Contractor shall inspect same and promptly give to the Engineer notice of all defects in the work of such other contractor or Owner's forces. The Contractor shall further notify the Engineer of all delays by such other contractor as will affect the timely performance of the Work to be performed under this Contract. The failure of the Contractor to so inspect and give notice shall constitute an acceptance by him and an acknowledgement of the timely performance of work by other contractors.

I. The Contractor shall notify the Engineer immediately of damage to his Work as a result of work being performed by others through their neglect, ignorance, carelessness or other reasons attributable to the offending contractor.

J. The Contractor's attention is specifically directed to the fact that because of the work on other contracts within the limits of this Contract, he may not have exclusive occupancy of the territory within the limits of the Contract. Each contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his work with theirs as required by the Contract Documents.

K. The Contractor shall cooperate with various utilities and shall coordinate and arrange the sequence of his Work to conform with work performed by various utilities within the limits of the Contract.

L. In case of interference between the operations of the utility owners and other contractors, the Owner will be the sole judge of the rights of each Contractor and the sequence of work necessary to expedite the completion of the entire project, and in all cases his decision shall be accepted as final.

M. In the event that utility facility adjustments are to be made by utility owner's forces in connection with the Contract, the Contractor shall cooperate with the owners of the various utilities and coordinate and arrange the sequence of his work to conform with the progressive operations of the utility owner's work underway or to be put underway.

G6. SUPERINTENDENCE AND WORKMEN

A. The Contractor shall give his personal attention to the Work in progress and have a competent English speaking superintendent satisfactory to the Owner on the Work at all times during the progress of the Work. The superintendent shall not be replaced without written notice to Owner.

B. The employment of foremen and experienced mechanics and laborers and others skilled in the particular duties entrusted to them is also required. When requested, the Contractor shall furnish to the Engineer, the qualifications of the superintendent, foremen, or any other individuals delegated with important functions connected with the Project.

C. Whenever the Engineer informs the Contractor or his representative in charge that any person engaged on the Work is incompetent or disorderly, or is working contrary to the Specifications or the instructions of the Engineer, or that the Engineer knows that the person has been incompetent or disorderly on this or any previous work, or is objectionable, that person shall thereupon be immediately dismissed from the job and shall not be given employment on any work connected with the Contract. The Contractor shall not permit the use of intoxicating liquors or illicit drugs on or about the project nor shall he permit anyone suffering from the effects thereof to remain on the work.

D. The Contractor's superintendent shall represent him during his absence, and with the power to act in his behalf, and all written directions given the superintendent shall be as binding as if given to the Contractor.

E. Whenever the Contractor or his superintendent is not present on any portion of the Work where it may be desired to give directions, orders will be given by the Engineer or his representative and shall be received and obeyed by the foreman who may have charge of the particular work in reference to which the orders are given.

All foremen shall be English-speaking.

F. The Contractor shall, at all times, employ labor and equipment which shall be sufficient to prosecute the several classes of work to full completion in the manner and time specified. All workmen shall have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on special or skilled work shall have had sufficient experience in such work to properly and satisfactorily perform it and operate the equipment involved.

G. All portions of the Work under this Project involving professional engineering, or the application of engineering principles or data, shall be done under the supervision of a Professional Engineer licensed by the State of New York who shall be retained or employed by the Contractor.

H. The Contractor shall maintain an office at his regular place of business during normal working hours as specified herein on all working days. A person under his employ shall be present during these hours to relay telephone messages.

G7. NOTICE OF EMPLOYEE'S RIGHTS

A. The Contractor(s) and their subcontractors shall comply with all provision of §220 of the New York State Labor Law.

B. The Contractor acknowledges and agrees to establish and maintain a Bulletin Board at or near the established job site Management Office or at such site as the Owner directs, for the conspicuous posting of Notices including the New York State Department of Labor Schedules of Prevailing Wages and Supplements applicable to the Project, Worker's Compensation Law Notices, and all other notices which are required by law and such notices as the Owner may require the Contractor to post at the site. Such postings shall be secure from deterioration and obliteration by the elements, defacement and acts of vandalism. Notices shall be maintained in a legible manner and shall be replaced if damaged, defaced, rendered illegible or removed for any reason. The posting of such notices shall be undertaken prior to commencement of work at the site and shall be maintained until the Project has been substantially completed.

Nothing herein shall be construed to relieve the Contractor from posting requirements otherwise required by law.

C. The contractor and every sub-contractor shall notify all laborers, workers or mechanics in their employ in writing of the prevailing rate of wage for their particular job classification. Such notification shall be given to every laborer, worker or mechanic on their first pay stub and with every pay stub thereafter. At the beginning of performance of every public works contract, and with the first paycheck after July first of each year, the contractor and every subcontractor shall notify all laborers, workers, and mechanics in their employ in writing, in accordance with such

form as is prescribed by the department, of the telephone number and address for the department. The notice shall also inform each laborer, worker, or mechanic of his or her right to contact the department or some other representative if, at any time while working for the public works contractor or sub-contractor, he or she does not receive the proper prevailing rate of wages or supplements for his or her particular job classification that he or she is entitled to receive under the contract.

D. The Contractor shall obtain from each employee a written acknowledgement that the employee has received a copy of such notice and is receiving the prevailing wage rate (See Exhibit A). For the purposes of this Article, an employee includes, in addition to those immediately under the hire and/or supervision of the Contractor, employees of subcontractors engaged in work at the project site. The written acknowledgements of the employees required herein shall accompany each partial payment request.

E. The Contractor shall maintain at the job site, or as required by §220 of the New York State Labor Law, original payrolls or transcripts thereof, subscribed and sworn to or affirmed by him as true under the penalties of perjury, setting forth the names and addresses and showing for each workman, laborer or mechanic the hours and days worked, the occupations worked, the hourly wage rates paid and the supplements paid or provided.

F. Every contractor, and sub-contractor, shall submit to the department within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by this article, subscribed and sworn to or affirmed as true under the penalties of perjury. Any person who willfully fails to file such payroll records with the department of jurisdiction shall be guilty of a class E felony. In addition, any person who willfully fails to file such payroll records within the time specified in this subparagraph shall be subject to a civil penalty of up to five thousand dollars per day.

G. The Contractor shall provide to the Engineer (or other individual designated by the Owner) upon application for payment an employment attendance sheet (See Exhibit B) for all employees, including employees of subcontractors, for each day on which work is performed on the site, upon a form acceptable to the County, containing such information as the Owner deems appropriate, including job classification, hours of employment, wage rates and supplements payable by employer. A current attendance record shall be maintained at a location designated by the Owner.

H. The Contractor shall provide the Owner, upon applications for payment, copies of certified payrolls and certification of payment of wage supplements. Contractor shall also provide the Owner with such subcontractor certified payrolls, affidavits, vouchers and receipts as to delivery and payment for materials (as the Owner deems necessary to substantiate claims and requests for payment).

I. Before the Contractor may request a progress payment for any item of work performed by the subcontractor, the Contractor shall furnish the Owner with a copy

of that subcontractor's verified statement required by New York State Labor Law §220-a. Before issuance of the final payment, the Contractor shall furnish the Owner with the original certifications and verified statements required by New York State Labor Law §220-a.

J. No employee hired by the Contractor may be deemed an apprentice unless such employee has been individually registered in an apprenticeship training program duly registered with the Commissioner of Labor in conformity with the provisions of Article 23 of the New York State Labor Law.

K. The Contractor shall pay all wages and supplements required by law. In the event that cash payments in lieu of fringe benefits and supplements are made upon the option of the Contractor, check, draft, or money order shall make such payments payable to the employee. The Contractor shall maintain records of such payments and present such records for inspection upon request of the Owner.

L. The Contractor agrees that there will be no interruption in the performance of the Work under this Agreement. The Contractor shall not permit any of its subcontractors to employ any labor or means whose employment or utilization during the course of this Contract may, tend to, or in any way cause, or result in, the interruption of work due to strikes, work stoppages, delays, suspension of work or similar troubles by labor employed by the Contractor or its subcontractors, or by any of the trades working on or about the job sites where work is being performed under this Contract, or any other contract on the job sites. Upon finding and written determination by the Commissioner of Public Works that the Contractor is in violation of this paragraph, the Contract may be terminated and cancelled without any penalty to the Owner and the Owner will be entitled to recover all damages from the Contractor that may have been caused by such violation.

M. The Contractor shall ensure that all employees on the job site shall have received appropriate training and possess all required State, County, and other licenses for specialty, craft, skill trade or other professional or licensed trades.

N. The execution of the Contract by the Contractor binds him to the following specific conditions required by law. The Contractor specifically agrees, as required by the New York State Labor Law, §220, as amended, that:

(1) No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or any part of the Work contemplated by this 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 the emergencies set forth in the New York State Labor Law;

(2) The wages (including supplements) paid to any employee shall be not less than the prevailing rate of wages (including supplements) as defined by law;

(3) The minimum hourly rate of wage (including supplements) to be paid shall be not less than that stated in the attached wage rate schedule established by the State of New York Department of Labor, Bureau of Public Works, or any later editions thereof; and

(4) Minimum hourly supplements to be paid shall be in accordance with the prevailing practices in the locality where the Contract is located and shall be not less than stated in the proposal or the latest schedule established by the State of New York Department of Labor, Bureau of Public Works. Supplements as defined in §220 of the New York State Labor Law, as amended, means all remuneration for employment paid in any medium other than cash or reimbursement for expenses, or any payments which are not wages within the meaning of the law, including, but not limited to, health, welfare, non-occupational disability, retirement, vacation benefits, holiday pay and life insurance.

O. In addition to the penalties set forth by §220 of New York State Labor Law, any person convicted of a second offense under subparagraph 3(d)(i) of the subject law, within five years shall disgorge profits and shall not be entitled to receive any monies due and owing on the contract or subcontract.

P. The Contractor specifically agrees, as required by the New York State Labor Law, §222-a, as amended, that:

(1) If in the construction of the Work a harmful dust hazard be created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by Contractor;

(2) If the New York State Labor Law, §222-a, as amended, is not complied with, the Contract shall be void.

EXHIBIT A

SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
PREVAILING WAGE ACKNOWLEDGEMENT

CONTRACTOR/SUBCONTRACTOR NAME:_____

CONTRACT #:_____ **JOB LOCATION:**_____

I, hereby, acknowledge that I have been fully informed by my employer that I have the right to receive and will be receiving the prevailing wage and supplements for the occupation of _____ for which I have been hired.

The total current rate of pay including all fringe benefits is $ _____ per hour.

I further acknowledge that I have received and, under no duress, signed this written notice.

For the purposes of this acknowledgement, an employee includes, in addition to those immediately under the hire and/or supervision of the prime contractor, employees of subcontractors engaged in work.

_____ _____
Contractor/Subcontractor Signature **Employee Signature**

_____ _____
Contractor/Subcontractor Name **Employee Name**

DATE:_____ **DATE:**_____

EXHIBIT B

SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
CONTRACTOR EMPLOYEE DAILY ATTENDANCE

Prime Contractor _____ **Date** ____/____/____

Project Number _____

Project Name/Location _____

_____

_____

_____
Person Taking Attendance

☐ DPW Representative

☐ Contractor/Subcontractor

Name (Print Clearly)	Signature	Trade/Job Classification	Time In	Time Out	Prime/Sub Contractor Name

G8. EQUAL EMPLOYMENT OPPORTUNITY

All Contractors and Subcontractors shall comply with all of the terms and conditions of the Nassau-Suffolk Affirmative Action Program (Fleisher Plan). Copies of the Program may be examined at the offices of the Suffolk County Department of Public Works, Suffolk County Department of Labor (Hauppauge), and the Nassau-Suffolk Affirmative Action Program Office. See also the Instructions to Bidders.

G9. NONDISCRIMINATION IN EMPLOYMENT

In accordance with Article 8, §220-e of the New York State Labor Law, it is agreed that:

A. In the hiring of employees for the performance of this Contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color, 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;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, color, creed, or national origin;

C. There may be deducted from the amount payable to the Contractor a penalty of fifty dollars ($50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract;

D. This Contract may be canceled or terminated by the Owner, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Article of the Contract; and

E. The aforesaid provisions of this Article shall be limited to operations performed within the territorial limits of the State of New York. See also the Instructions to Bidders.

G10. WORK SUBJECT TO CONTROL OF ENGINEER

A. In the performance of the Work, the Contractor shall abide by all orders, directions and requirements of the Engineer issued within the limitations of the Contract Documents.

B. In the event the Contractor is not personally present at the Work, he shall have present at the Work a qualified superintendent to represent him and with power to act and be the recipient of orders and to obey all the instructions of the Engineer. If proper provision for the carrying out of this stipulation is not made, then the Contractor shall be held responsible for the execution of such orders and instructions

as the Engineer may deem necessary to give to any foreman or other employee about the Work, and the Engineer may order the Work stopped until a duly authorized representative of the Contractor appears and receives his instructions. No claim for damages nor any extension of time in which to complete the Work by reason of such delay will be allowed the Contractor.

C. The Engineer shall in all cases, subject to the power and authority of the Owner, determine classifications, quantities, quality, acceptability and fitness of the several kinds of work which are to be paid for under the Contract; he shall interpret the Drawings and Specifications, and all extra work orders and shall determine all questions in relation to the Work and the construction thereof.

D. The Contractor shall employ no plant, equipment, materials, methods, or men to which the Engineer objects, and shall remove no plant, materials, equipment or other facilities from the site of the Work if the Engineer objects to such removal.

E. The Engineer and Owner will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incidental thereto. The Engineer and Owner are not responsible for the acts or omissions of the Contractor, or any subcontractor or any of the Contractor's agents or employees or any other person performing any of the Work under construction.

F. The Engineer's efforts will be directed toward assurance for the Owner that the completed project will generally conform to the requirements of the Contract Documents. The Engineer will endeavor to guard the Owner against defects and deficiencies in the work, but will not be responsible for the failure of the Contractor to perform the construction in accordance with the Contract Documents.

G11. AUTHORITY AND DUTIES OF RESIDENT PROJECT REPRESENTATIVE

A. The Owner will be directly represented on the job by a Resident Project Representative, who may be a Resident Engineer, Clerk of the Works, Inspector, or other person(s) officially designated by the Owner. He will review the progress of the Contractor's work and shall have full authority to stop work for any deviation in the Contract Documents at any time pending final decision by Engineer and Owner. The work stoppage shall continue until the matter in question is settled to the satisfaction of the Owner. He shall not, however, have the power to issue a change order or an extra work order, and the performance of such work by the Contractor on the order of the Resident Project Representative, without first obtaining a written Order on Contract or Change Order from the Owner shall constitute a waiver of any right to extra compensation. The Resident Project Representative may not authorize deviations from the Contract Documents, expedite Contractor's work or approve shop drawings or samples.

B. The Resident Project Representative will be authorized to check all work done and materials furnished. The Contractor shall execute his work in the presence of a

Resident Project Representative during the working hours of the day unless specifically directed otherwise. The presence of the Resident Project Representative shall in no way lessen the responsibility of the Contractor. The Resident Project Representative will not be authorized to revoke, alter, enlarge, relax or release any requirements of the Specifications, nor to approve or accept any portion of the Work, nor to issue instructions contrary to the Drawings and Specifications.

C. The Resident Project Representative will in no case act as foreman or perform other duties, that can in any way be interpreted as supervising the progress of the Contractor, or interfere with the management of the work by the Contractor. Any advice which the Owner's representative may give the Contractor shall not be construed as binding the Owner in any way nor releasing the Contractor from the fulfillment of the terms of the Contract.

D. All material and workmanship shall be subject to inspection, examination and testing by the Owner at all times during manufacture or construction. The Contractor shall perform his work in such a manner that will permit the Owner to perform and coordinate his testing with the work. All such tests are solely for the Owner's own protection and record purposes, and the Contractor shall not rely on any such testing for control of the quality of his work.

E. The Engineer or any authorized representative of the Owner shall have access at all times to the work for inspection wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

G12. INSPECTION AND CORRECTION OF WORK

A. The representative of the Department of Public Works shall have the right to reject defective material and workmanship or require its correction, based on results of inspection or testing. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore and the Contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material, correction of defective workmanship and required retesting, the Owner may, by contract or otherwise, replace such material or correct such workmanship and charge the cost to the Contractor.

B. The inspection or supervision, or failure to inspect or supervise, or the presence of any employee of the Owner during the execution of the Work, or any failure on the part of the Engineer or any of his authorized agents to detect inferior or uncompleted Work or materials and condemn the same, shall not be construed to imply an acceptance of such work or materials; nor shall it be construed as barring the Owner, at any subsequent time, from the recovery of such sum of money from the Contractor as may be needed to construct, complete or rebuild all portions of the Work in which fraud was practiced, improper work executed, or improper material furnished and built into the Work.

C. The Contractor shall, at all times, provide the Owner, Engineer and Resident Project Representatives and any State or Federal agency having jurisdiction with necessary facilities for determining, both on the site of the Work and at the places of manufacture, that all work being performed and all materials and equipment being manufactured are strictly in accord with the Contract Documents. A seven-day notification in writing stipulating the time and place where the manufacturing is to be done shall be given the Owner prior to the commencement of manufacture of any materials and equipment in order that a representative of the Owner may be present, if so desired, to observe and inspect the operations.

D. The Contractor shall upon notification promptly furnish without additional charge all reasonable facilities, labor and materials necessary as may be required to perform tests as noted above. If any work should be covered contrary to the request of the Engineer, it shall, if required by the Engineer, be uncovered for his observation and replaced, at the Contractor's expense.

E. Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire Work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective in any respect, by fault of the Contractor, or his agent, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. In addition, no payment will be made for the removal or replacement of any work which may itself be satisfactory but whose removal is necessary for the replacement of unsatisfactory work. If, in the opinion of the Owner, it is undesirable to reconstruct or correct any portion of the Work not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as may be equitable. If, however, such work is found to meet the requirements of the Contract, Contractor shall be compensated as Extra Work, and he shall, in addition, if completion of the Work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

F. No inspection by the Owner, or any of their employees, nor any order, measurement or certificate by the Owner for the payment of any money, nor any payment for, or acceptance of the whole or part of the Work by the Engineer or the Owner; nor any extension of time nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Owner, or any rights to damages herein provided; nor shall any waiver of any breach of the Contract constitute a waiver of any other or subsequent breach. Any remedy provided in the Contract shall be construed as cumulative, that is, in addition to each and every other remedy herein provided. No modification of the Contract or waiver of any of its terms or provisions, except as herein provided, shall be made by or on behalf of the Owner, excepting by an Amendment to the Agreement.

G13. INDEMNIFICATION OF THE OWNER AND ENGINEER

A. Except for the Owner's and/or Engineer's own negligent acts, the Contractor shall pay and make good all losses and damages arising out of all causes connected with the Contract, and shall indemnify, defend and save harmless the Owner and the Engineer from all claims, liability, and responsibility, of every nature and kind, for losses, damages, and injuries, which any person or persons may sustain or suffer by reason of or in any way arising out of the Contract.

B. In the event that litigation or arbitration arises out of this contract and the Owner is adjudged the substantially prevailing party, the Contractor agrees to compensate the Owner for all of its expenses required for its defense including, but not limited to, legal costs and engineering costs.

G14. CONTRACTOR'S RESPONSIBILITY

A. The Contractor (General Construction Contractor on multiple prime contracts) is deemed to have absolute control over the entire site of the Work. The Contractor (each contractor on multi-prime contracts) shall be conclusively presumed to be acquainted with all existing conditions and to guarantee that all work, materials and equipment shall, upon final completion of the Work, be turned over to the Owner in complete and perfect condition and he shall be responsible for the proper care, maintenance and protection of all work, materials and equipment until his entire Contract is completed and all work, materials and equipment is found to be in good condition and accepted. The Contractor shall be responsible for his Work until completed and accepted by the Engineer and the Owner.

B. Until acceptance of the Work by the Owner, the Contractor shall be responsible for all damage to his Work including action of the elements or any other cause whatsoever. The Contractor shall continuously and adequately protect his Work against damage from all causes.

G15. NOTIFICATION TO UTILITIES

The Contractor shall notify, in accordance with all codes, all utility companies having facilities which are subject to interference, 48 hours in advance of the time he proposes to perform work in the area, in order that they may take such precautions as are necessary to protect their property.

G16. SUBLETTING

A. The Contractor shall not assign, transfer, or sublet the Contract, in whole or in part, to any other person or in any way to abridge the terms of the Contract Documents, without express resolution of the Owner, but rather shall keep it in his name and control until completed and accepted by the Engineer and the Owner. The Contractor shall, likewise, not assign any of the money payable under the Contract.

B. Approval by the Owner of the subletting of any part of the Work, shall not under any circumstances relieve the Contractor or his Surety of any liabilities or obligations under the terms of the Contract Documents, nor shall it create any contractual relations between any subcontractor and the Owner.

C. Should a subcontractor violate any of the terms of these Specifications, the Owner may, at its option, require the Contractor to end and terminate such subcontract.

D. The Contractor shall, within five (5) days of issuance of the Notice to Proceed, notify the Department of Public Works in writing of the names of subcontractors proposed for various portions of the Work and shall not employ any subcontractor that the Owner may object to.

E. The agreement between the subcontractor and the general Contractor is subject to examination and approval by the Owner.

G17. OWNER'S INSURANCE

A. Owner's Liability Insurance: The Owner may, at his own option, maintain such insurance as will protect him from his contingent liability to others for damages because of bodily injury, including death, which may arise from operations under the contract, and any other liability for damages which the Contractor is required to insure under any provision of the Contract.

B. Owner's Property Insurance: The Owner may, at his own option, maintain property insurance upon the entire system on which the Work of the Contract is to be done to one hundred percent (l00%) of the insurable value thereof. Notwithstanding the provision of this paragraph, however, the risk of loss or damage shall be borne by the Contractor until the Project has been accepted by the Owner.

G18. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

A. The Contractor and his subcontractors shall not commence work under this Contract until all the required insurance has been obtained and such insurance has been approved by the County. Approval of the insurance by County shall not relieve or decrease the liability of the Contractor. The Contractor shall assume all responsibility for the insurance requirements of all subcontractors. All insurance requirements apply equally to subcontractors. All insurance shall be obtained from companies licensed to do business in the State of New York. All policies providing coverage shall be issued with an A.M. Best rating of A- or better.

B. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance, and, upon request, a true and certified original copy of each such policy, evidencing compliance with the insurance requirements. The County of Suffolk shall be named as an additional insured on all applicable policies and Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.

C. All such Declaration Pages and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in said policies. Such Declaration Pages, policies, and other evidence of insurance shall be mailed to the Department at its address set forth in the paragraph entitled "Notices and Contact Persons", or at such other address of which the County shall have given the Contractor notice in writing. Any correspondence shall specifically refer to the Project covered under the Contract.

D. If the Contractor fails to provide the declaration pages or certificates of insurance or to maintain any insurance required by this Agreement, the Owner may, but shall not be required to, withhold payment until such time that certificates/policies are submitted stating that all applicable insurances are in effect, or may obtain such policies and deduct the cost thereof from payments due the Contractor under this Agreement or any other agreement between the County and the Contractor.

E. Upon failure of the Contractor to furnish, deliver, and maintain such insurances as herein provided, this Agreement, at the election of the County, may be forthwith suspended, discontinued, or terminated. Failure of the Contractor to take out and/or maintain and the taking out and/or maintenance of any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the contractor concerning indemnification. In that event of suspension of work, no extension of time to complete the Work shall be granted.

F. The Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

G. The Contractor shall procure, pay the entire premium for, and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance will be as follows:

(1) Workers Compensation Insurance

Worker's Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §57 and §220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

(2) General Liability Insurance

i. Commercial General Liability Insurance, including contractual liability coverage in and amount not less than two million dollars ($2,000,000) per occurrence for bodily injury and two million dollars ($2,000,000) per occurrence for property damage.

Completed Operations Coverage which shall continue for a minimum of two (2) years after completion of the Contract.

ii. In addition, for contracts that exceed $5,000,000 the Contractor will furnish one million dollars ($1,000,000) Owner's and Contractor's Protective Liability Insurance in the name of and covering the liability of the County of Suffolk with respect to all work performed under this Contract, including omissions or errors of the County, combined single limit of one million dollars ($1,000,000) per occurrence for bodily injury and property damage.

iii. At the Contractor's option, the Contractor may furnish a minimum one million dollar ($1,000,000) Umbrella Policy or Excess Liability Policy to meet the two million dollar ($2,000,000) General Liability Insurance requirement of Item No. 2i.

(3) Automobile Liability Insurance (if any vehicles are used by the Contractor in the performance of this Agreement) including owned, non-owned, and hired cars, with minimum limits of not less than One Million Dollars ($1,000,000) per person, per accident bodily injury and not less than Five Hundred Thousand Dollars ($500,000) for property damage per occurrence.

(4) Pollution Liability

i. If the work involves abatement, removal, repair, replacement, enclosure, encapsulation, and/or disposal of any hazardous material or substance, as defined by applicable State and Federal laws and regulations, the Contractor shall maintain in full force and effect throughout the term of the contract, and for two years after completion hereof, pollution legal liability insurance with limits of not less than $2,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the County arising from Contractor's work. Suffolk County shall be named as additional insured and this shall be primary.

ii. If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.

(5) All Builders Risk and Flood Insurance (when required)

i. See "Supplementary Conditions" for which contracts require an All Builders Risk Policy covering both job and materials.

ii. The coverage limits are as follow:

a. 100% of contract value for Projects with completion dates 1 year or less.

b. 105% of contract value for Projects with completion dates of more than 1 year but less than 2 years.

c. 110% of contract value for Projects with completion dates of more than 2 years but less than 3 years.

d. 115% of contract value for Projects with completion dates of 3 years or more.

Note: For projects accepted in clear and distant phases, the coverage amounts may be modified accordingly.

iii. The County of Suffolk must be named loss payee.

(6) Installation Floater (when required)

i. See "Supplementary Conditions" for which contracts require an Installation Floater Policy covering both job and materials.

ii. The coverage limits are as follow:

a. 100% of contract value for Projects with completion dates 1 year or less.

b. 105% of contract value for Projects with completion dates of more than 1 year but less than 2 years.

c. 110% of contract value for Projects with completion dates of more than 2 years but less than 3 years.

d. 115% of contract value for Projects with completion dates of 3 years or more

Note: For projects accepted in clear and distant phases, the coverage amounts may be modified accordingly.

iii. The County of Suffolk must be named as Loss Payee.

(7) Insurance Coverage for Work on Railroad Property

i. Work within railroad property lines or areas subject to Railroad Utility jurisdiction shall be covered by special insurance provisions established by the railroad companies involved in the Project, which provisions shall be ascertained from the Railroad Utility.

INSURANCE TO BE FURNISHED BY THE CONTRACTOR FOR WORK WITHIN THE RAILROAD RIGHT-OF-WAY

ii. In addition to the Indemnification and Hold Harmless Agreement and insurance requirements previously provided for, the contractor shall procure, pay the entire premium for and maintain in force throughout the life of this contract policies of insurance for:

a. Railroad Protective Liability Insurance (ISO-SIMA or equivalent form) covering the work to be performed at the designated job site and affording protection for damages arising out of bodily injuries or death, injury to or destruction

of property, including damage to the insured's own property and conforming to the following:

1. The Long Island Railroad Company and Metropolitan Transportation Authority are the named insured's.

2. Liability limit shall be $2,000,000 each occurrence. *

3. Physical Damage (definition 6) of the policy form must be amended to mean direct and accidental loss of or damage to all properties of the insured including property in the insured's care, custody or control.

4. Full name and address of the contractor purchasing the insurance must be stated.

5. The insured shall be indicated as the governmental authority for whom the work shall be performed.

6. The use of any equivalent form to ISO-RIMA must provide equal or superior coverage as determined solely by the LIRR Insurance Department.

* If policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded.

b. Comprehensive General Liability Insurance covering the work to be performed and also including coverage for contractual liability, independent contractors, completed operations liability, explosion, collapse and underground hazard. Contractual liability exclusion applicable to work to be performed within fifty (50) feet of the Railroad tracks must be voided. Minimum combined single limit shall be $2,000,000 for bodily injury and property damage.

c. Workmen's Compensation and Employer's Liability Insurance covering all employees of each contractor and/or subcontractor in accordance with New York State Worker's Compensation and Employer's Liability Law.

d. The contractor shall furnish to the Railroad the original policy for Railroad Protective Liability Insurance (American Association State Highway Organization Form) and certificate(s) of insurance for Comprehensive General Liability and Worker's Compensation and Employer's Liability insurance containing a statement providing that thirty days advance notification shall be given to the Railroad

of cancellation, non-renewal or material change of the policy. Copies of all the above shall also be furnished to the County. Certificate(s) of insurance shall name the Railroad and County as additional insured's.

(8) Insurance Coverage for Work Activity on Water (in addition to standard General/Excess Liability, Auto and Worker's Compensation)

i. If any work to be performed under this agreement involves activity on/above waters requiring compliance under the provisions of the Jones Act (JA) and/or the United States Longshoreman's and Harbor Worker's Act (USL&H) and/or vessels requiring Marine Protection and Indemnity Insurance (Marine P&I) (in an amount not less than one million dollars ($1,000,000) for any one accident or occurrence), or Jones Act (JA) compliance, the contractor shall furnish evidence of insurance complying with said requirement.

a. The County of Suffolk must be named as additional insured.

b. In the event that any work is subcontracted, the contractor shall require (and show proof thereof) that his/her subcontractor provide this insurance.

ii. Specific Requirements

a. Painting and Rehabilitation of Bridges over water projects**:**

1. If a contractor is to perform work on bridge using a scaffold hanging from bridge over the water, USL&H insurance is required.

2. If a contractor is to perform work on bridge from a vessel (i.e.: boat, barge, etc.) in the water, JA and Marine P&I insurance is required

3. If a contractor is to perform work on bridge from the water, if shallow enough, by entering the water using waders, USL&H insurance is required.

b. Bulkheading and Shoreline Protection projects:

1. If a contractor is to perform work from a vessel in the water, JA & Marine P&I insurance is required.

2. If a contractor is to perform work with all equipment on land, USL&H insurance is required.

c. Dredging projects:

1. If a contractor is to perform work from a vessel in the water using either hydraulic or mechanical equipment, JA and Marine P&I insurance is required.

2. If a contractor is to perform work from land using mechanical equipment (i.e.: crane), USL&H insurance is required.

d. Dredging Equipment projects:

1. If a contractor is to perform work using equipment on shoreline and vessel in the water, USL&H and JA insurance is required.

H. The Contractor assumes responsibility for all injury to or destruction of or loss by theft or pilferage of the Contractor's materials, tools, machinery, equipment, appliances, shoring, scaffolding, false and form work and personal property of his employees, from whatever cause.

I. If, at any time, the Contractor's Surety or Sureties, or the carriers of the insurance herein specified to be written, become insolvent or, in a reasonable judgment of the

County, become unsafe or unsound, then upon five (5) days written notice from the County to the Contractor, the Contractor shall substitute such Surety or insurance carrier with such other Surety or carrier, as shall be satisfactory to the County. Any additional premium caused by such substitution shall be paid for by the Contractor.

G19. ACCIDENT PREVENTION

A. During the performance of the Work, the Contractor shall exercise all reasonable precautions for the protection of persons, work and property. The safety provisions of applicable laws, and building and construction codes and OSHA requirements shall be observed. Machinery, equipment and all other physical hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, latest edition, published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with federal, state or municipal laws or regulations.

B. The Contractor is not permitted to store materials, move construction equipment, or commit any action, that would cause loading on the side walls of open trenches, whether sheeted or not. Storage of materials or equipment, or movement thereof, shall be permitted only at a minimum distance from the side walls of the trenches equal to or greater than the depth of the trench, or as otherwise required to preclude sidewall loading.

C. The Contractor shall keep in his office, on the site, ready for immediate use, all articles necessary for giving first aid to the injured. He shall also have standing arrangements for the immediate removal and hospital treatment of all persons who may be injured on the Work.

D. Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility at all times for safe prosecution of the Work.

E. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with his work. The Contractor is absolutely and solely responsible for safety on the job site.

F. The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.

G. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority protecting them from damage, injury or loss. He shall erect and maintain as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent utilities.

H. The Contractor shall provide and maintain as part of his Contract guard lights, barricades and railings at all trenches or pits adjacent to public walks or roads and at obstructions in the streets, roads and sidewalks.

I. The Contractor shall provide and maintain proper luminous warning and detour signs at all closures, intersections, and along detours, directing the traffic around the closed portions of the highway, so that temporary detour routes shall be indicated clearly throughout their entire length.

J. If the Owner or Engineer should notice any operation, practice or condition considered by him to be unsafe, he will notify the Contractor. Such notice is given in the spirit of avoiding accidents and does not place any responsibility on the Owner or Engineer for job site safety. Safety in all its aspects is totally the Contractor's responsibility.

K. The Contractor shall perform all work on this Contract in a workmanlike manner with due regard to the safety of the employees and of the public.

L. The Contractor shall comply with provisions of Industrial Code Rule No. 23, as amended; issued by the State of New York Department of Labor, Board of Standards and Appeals, regarding the safety and protection of persons employed in construction and demolition work, and all work relative thereto shall be performed by the Contractor to the satisfaction of the Owner.

M. The Contractor shall completely enclose, by safety wire fences, all potentially hazardous locations in accordance with Industrial Code Rule 23 and OSHA (Occupational Safety and Health Act).

N. High-visibility safety apparel shall be worn by all foot traffic workers to provide conspicuity during both daytime and nighttime usage. This safety apparel shall meet Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear".

G20. ACCESS AND EGRESS

A. The Contractor or the General Contractor on multi-prime contracts shall maintain unobstructed entrance and exit to and from the site of the Work. Parking of workmen's cars shall be confined to the area of operations, unless otherwise permitted.

B. For trucking purposes and for entrance of workmen to the site, the Contractor is required to use the road(s) designated by the Engineer. The traffic shall be maintained over the existing thoroughfares, within the scope of the project. In cases where temporary means are required for maintenance of traffic, the Contractor shall provide such means.

C. The Contractor, or the General Contractor on multi-prime contracts, shall provide, erect, and maintain all fences, planking, bridges, bracing, shoring, sheet piling, lights, barricades, warning signs and guards as necessary to insure the safety of the workmen and the public, such as motorists and pedestrians, and as required by Jurisdictional Codes.

D. The Contractor shall remove all protection and the like when the work is completed and when authorized to do so by the Engineer.

G21. NOTICE TO PROCEED AND TIME FOR COMPLETION

A. Inasmuch as the provisions of the Contract relating to the time for performance and completion of the Work are for the purposes of enabling the Owner to proceed with the construction of a public improvement in accordance with a predetermined program, and inasmuch as failure to complete the Work within the period herein specified will result in damage or loss to the Owner, time is of the essence of the Contract.

B. The Contractor shall commence Work, pursuant to the Contract Documents, on the Contract immediately upon receipt of written notification from the Engineer directing him to proceed (Notice to Proceed), and shall complete the Work within the Contract time as measured from the date of issuance of the Notice to Proceed. The

Contractor shall prosecute the Work with diligence from day to day, and complete it at the time fixed.

G22. EXTENSION OF TIME

A. If the Contractor is delayed or obstructed in the prosecution of the Work by the neglect, delay, or default of any other contractors having a contract with the Owner for adjoining or contiguous work, or by any neglect, delay or default attributable to the Owner, or by any damage that may happen to the Work by fire, unavoidable accident or any unusual action of the elements, he shall be entitled to such an extension of time for the completion of the Work as the Engineer certifies to as being just and reasonable, provided, however, that the Contractor shall make a claim in writing to the Owner for such extension of time within seven (7) days after the date the alleged cause for such delay occurred. The Contractor's written notification shall be specific as to both cause and effect of the delay.

B. A reasonable and proper extension of time for completion of the Work may be allowed to the Contractor on account of extra work that may be ordered in accordance with the terms of the Contract.

C. Should the completion of the Contract be delayed in any manner whatsoever by reason of negligence on the part of the Contractor, the Owner will grant an extension of Contract Time, subject to the provisions of liquidated damages.

D. Except as otherwise specifically provided for herewith with respect to Differing Site Conditions, the Contractor agrees to make no claim for damages for delay of any kind in the performance of this Contract whether occasioned by any act or omission of the Owner or Engineer or any of its representatives, and Contractor agrees that any such claim shall be compensated for solely by an extension of time to complete performance of the Work. In this regard, the Contractor alone hereby specifically assumes the risk of such delays, including without limitation: delays in processing or approving shop drawings, samples or other submittals; or the failure to render determinations, approvals, replies, inspections or tests of the Work, in a timely manner, and delays caused by the errors, omissions or performance of other contractors.

E. The Contractor agrees that he has included in his bid for the various items of the Contract the additional cost of doing the work under this Contract caused by not having a clear site for the work and interference by other contractors and necessary utility work and being required to open certain sections of pavement to traffic before the entire work is completed, if such conditions arise.

F. No delay due to any of the causes listed above, or due to any neglect, omission or delay of the Owner, or by any other contractor, or Engineer, whether in preparation for or performance of the Work or otherwise, shall constitute default on the part of

the Owner, or affect the Contractor's obligation under the Contract Documents or give the Contractor any right to or any claim for damages or claims for delay, acceleration, inefficient or out of sequence work, but in any such case, the Contractor's sole right and remedy shall be an extension of the Contract Time.

G. Whenever the Engineer deems it necessary that any portion of the Work be progressed in any particular manner or that any such portion or portions of the Work be completed pursuant to a certain sequence or schedule and before the date of completion of the entire Contract, the Contractor shall promptly comply with the related instructions, dates and periods of time.

H. If, during the progress of the Work, it should become necessary, because of lateness of the season, to stop the Work, then the Contractor shall open proper drainage ditches, erect temporary structures where necessary, prepare the project so that there will be a minimum interference with pedestrian and vehicular traffic, set up and maintain a competent organization, as directed by the Engineer, to keep the Project in first class condition for pedestrian and vehicular traffic, and take every precaution to prevent any damage or unreasonable deterioration of the Work during the time it is closed.

I. The permitting of the Contractor to proceed to complete any portion of the Work after the date of completion or after the date to which time for completion may have been extended, shall in no way operate as a waiver by the Owner of any of its rights under the Contract.

J. If the Time for Completion of the Contract is exceeded, the Contractor shall be responsible for the cost of engineering, including inspection, performed by the Engineer beyond the specified Time for Completion. The amount of the Engineer's invoices shall be computed on an hourly basis at the Engineer's normal billing rates, and subtracted from the payments due to the Contract. Extension of time granted to the Contractor shall not reduce or eliminate the Contractor's liability for payment of these costs beyond the specified Time for Completion. The Contractor's responsibility to pay these costs under this provision shall not affect the Owner's right to recover costs or damages under any other provision of this Contract.

K. In the event the delivery of any material in short supply is delayed substantially beyond the normal delivery time which results in delaying the completion of the Contract, the Contract Time will be extended without the assessment of engineering charges or liquidated damages. The Contractor shall, however, demonstrate to the Owner that he has made every reasonable effort to obtain such material and complete the Contract on time.

G23. DEFAULT IN COMPLETION

The Engineer will determine the number of calendar days that the Contractor is in default in completing the Work and will make recommendations regarding the same to the Owner. The

decision of the Owner regarding the duration of default shall be final in the case and shall be binding and conclusive upon all parties to the Contract.

G24. WEATHER

A. During unsuitable weather, all Work shall stop when such Work would be liable to injury by the elements, and the Contractor shall transfer his men and materials to those parts of the Work where weather conditions will not have an adverse affect on the workmanship or materials furnished. The Contractor shall not be entitled to any damages on account of such changes or suspension and he shall protect all work that might be damaged by the elements and make good all work that is damaged. When so ordered by the Engineer, the Contractor shall suspend and properly protect any work that may be subject to damage by climatic conditions. All work of any kind found to be injured by weather shall be removed and replaced by the Contractor who installed such work, without cost to the Owner.

B. Notwithstanding the contents of Paragraph A above, the Contractor shall not be entitled to extension of the Contract Time, nor to claims for additional compensation, occasioned by delays due to inclement weather conditions, it being agreed and understood that inclement weather conditions are a normal occurrence in the climatic region of the Project. Abnormal weather conditions, as determined by the Engineer, will be considered valid grounds for an extension of the Contract Time, but not for additional compensation to the Contractor.

C. When so ordered by the Engineer, the Contractor shall suspend and properly protect any work that may be subject to damage by climatic conditions. All work of any kind found to be injured by weather shall be removed and replaced by the Contractor who installed such work, without cost to the Owner.

G25. PROJECT MEETINGS

A. A Pre-Construction Meeting will be held at the offices of the Owner soon after Contract award. All parties will be notified in advance of the date and time of this meeting.

B. The Contractor or his Superintendent shall meet periodically as directed by the Engineer at scheduled Job Meetings with representatives of the Owner and the Engineer for the purpose of expediting and coordinating the Work. All persons who are designated to be representatives for their various parties at the meetings, shall be authorized to make on-the-spot decisions.

(1) Multiple Prime Contracts: In addition to meetings held between Contractors to maintain and coordinate their work efforts, formal Job Meetings will be held bi-weekly.

(2) Single Contract: Job Meetings will be held on an as-needed basis.

(3) Additional Job Meetings will be held if deemed necessary by the Engineer.

C. Should the Contractor, any appropriate subcontractor or authorized representatives fail to be present at the requested meetings, any decision that is agreed upon by those present shall be binding upon the party that is absent.

G26. SCHEDULE OF VALUES

A. For lump sum contracts, or for lump sum items in unit price contracts, the Contractor shall prepare a Schedule of Values which totals the amount of the Contract, and submit it to the Engineer for review and recommendation to the Owner for approval. The Contractor shall make such revisions as may be required to make this schedule conform to the true allocated value of each portion of the Work as jointly agreed upon by the Engineer and the Contractor. The Schedule shall show a breakdown of labor, material, equipment and other costs and shall be in sufficient detail to indicate separate figures for excavation, concrete, reinforcing steel, structural steel, equipment and other items making up the lump sum price. This schedule shall be used in computing the periodic partial pay estimate which is issued monthly.

B. Schedule of Values shall be submitted at or prior to the Pre-Construction Meeting.

G27. PROGRESS SCHEDULE

A. Contractor shall prepare and submit his proposed Progress Schedule to the Engineer at or prior to the Pre-Construction Meeting. Unless otherwise stipulated in the Supplementary Conditions, the Progress Schedule shall be presented in the form of a bar graph indicating proposed progress vs. elapsed time. For Lump Sum Contracts it shall be prepared in conjunction with the Schedule of Values. The schedule shall show in detail the organization of plant, equipment and labor forces. The schedule shall also show the start and completion dates of the several salient features of the Work. For multi-prime contracts:

(1) The General Construction Contractor shall prepare the Progress Schedule first and distribute two (2) copies to each Prime Contractor within fifteen (15) days of the Preconstruction Meeting. Subsequently, each Prime Contractor shall submit two (2) copies of his proposed Progress Schedule to each of the other Prime Contractors who shall return one (1) copy with their comments until all Prime Contractors are in agreement with all of the finally corrected proposed Progress Schedules of each.

(2) Each Prime Contractor shall then submit for approval two (2) prints of his finally corrected and agreed upon proposed Progress Schedule to the Engineer, and shall revise it, until approved by the Engineer.

(3) The initial Progress Schedule shall be submitted concurrently with the proposed Schedule of Values. Approval of the Schedule of Values shall be contingent upon the approval of the Progress Schedule.

(4) Each Prime Contractor shall notify the Engineer in writing within ten (10) days of any delay or deviation from the approved schedule.

(5) The Contractor shall correct the Progress Schedule at the end of each month, if necessary, and shall immediately thereafter deliver to the Engineer three prints of the revised schedule.

(6) If the Contractor falls behind in his approved Progress Schedule, he shall adopt additional means and procedures in construction so as to make up the time and assure completion of the Project in accordance with the allotted time.

B. Along with the Progress Schedule, the Contractor shall submit an outline of his proposed methods and manner of executing the Work, including sequences of operation and a time schedule for performing the same. Such outline may be utilized to facilitate the Owner's inspection and coordination of construction activities only, and shall not be construed to modify or amend the Agreement, or the date of completion therein.

C. When requested by the Engineer, the Contractor shall furnish weekly work schedules indicating number of personnel, kind of equipment and location and nature of the work to be performed.

G28. CONSTRUCTION OPERATIONS

A. The Contractor shall start work and proceed to such point or points and in such order of precedence and at times and seasons as may be determined by the Engineer and shall complete the various parts of the work in accordance with the Progress Schedule approved by the Engineer.

B. If, in the judgment of the Engineer, it becomes necessary at any time during the progress of the Work to accelerate any particular portion of the Work, the Contractor, when ordered or directed by the Engineer, shall transfer his men to such portion or portions of the Work as may be required to enable others to hasten and properly engage and carry on their work.

C. A complete organization, equipment and ample materials shall be on hand before actual work commences. In performing the Work, the Contractor shall arrange his organization, plant, equipment, and materials so that construction operations will be carried on continuously. The Contractor shall not reduce the force of men nor remove any equipment from the site of the project if such reduction or removal impairs the progress of the Work.

D. Should conditions warrant, the Owner may temporarily suspend the Work, as a whole or at any portion thereof, and the Contractor shall return and complete his work at such point or points when so directed. Should the Work, for any reason, be discontinued by the Contractor, with the consent of the Owner, he shall notify the Owner at least twenty-four (24) hours before resuming operations.

E. The Contractor shall not suspend operations pending the resolution of any claim or disputes of any kind or for any other reason without the express permission of the Owner.

F. In the event the Owner awards more than one contract to the same Contractor, he shall prosecute the work on each contract simultaneously and maintain a separate and independent organizational staff, labor forces and machinery on each contract in order to complete the Work within the time set forth in the respective contracts.

G29. WORKING HOURS, HOLIDAYS AND OVERTIME

A. It is the intent of the Contract that the Contractor provide sufficient work force at all times during normal working hours and days of each week to complete the Work without resorting to overtime work. Work under the Contract shall not be prosecuted on Saturdays, Sundays, on official holidays, or evening hours, except when the Contract specifically states that work shall be accomplished during the Owner's non-working hours, or when the nature of the work is such that it can only be performed during the Owner's non-working hours.

B. The workday for the Owner and his staff shall begin at 8:00 A.M. and end at 4:00 P.M. The definition of normal working hours is Monday through Friday, legal holidays excepted, during a consecutive period as agreed upon in the area of the work, not counting the lunch period; and the definition of normal work week is the aggregate of the five (5) consecutive days, Monday through Friday inclusive, maximum, the same holidays excepted.

C. It is the intent of the Owner to provide resident project representatives for all phases of the Contractor's operations. It is expected that all Contract work will be performed within the hours specified above. In the event that the Contractor requests to perform work outside of these hours, the Owner will review the scope of the operations and determine on a case-by-case basis the extent of the inspection services that will be required. The Contractor will be backcharged for these additional inspection services. The owner will deduct and retain sufficient sums from the monies due on the payment estimate to cover the cost of the Engineer and such inspectors of the Engineer and the Owner as are assigned to the Work to observe the work of the trade, or trades, actually performing such overtime work. County employee's time will be charged to Contractor at the rate of one and one-half (1.5) times direct salaries cost. Engineer's employee's time will be charged to Contractor at Engineer's standard hourly billing rates adjusted by the appropriate premium applicable for overtime, whether time-and-one-half, double time, or otherwise, as applicable, prior to applying the Engineer's multiplier.

D. Contractor shall obtain permission from Owner and Engineer prior to prosecuting any portion of the Work beyond the standard working days or hours, giving them ample time in which to procure and assign resident project representation and supervision.

E. For overtime work, the Contractor shall, at his own cost and expense, provide the necessary safety and other facilities required for work during normal working hours and, for work at night, he shall provide adequate lighting for safety and performance of construction operations. This shall not excuse the Contractor from having constant attendance at the Work and to be in readiness in time of emergency even at nights, Saturdays, Sundays and holidays.

F. The following is a list of the Owner's holidays:

New Year's Day
Dr. Martin Luther King Jr. Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Christmas Day

G30. SUBSTITUTES AND EQUALS

A. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular manufacturer, the naming of the item is intended to establish the type, function and quality required. If the name is followed by words "or equal", materials or equipment of other suppliers may be accepted by Engineer if sufficient information is submitted by Contractor to allow Engineer to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make written application to Engineer for acceptance thereof. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service shall be indicated. The application shall also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

B. The words "similar and equal to", "or equal", "equivalent" and such other words of similar content and meaning shall for the purposes of this Contract be deemed to mean similar and equivalent to one of the named products. For the purposes of this Article, the word "products" shall be deemed to include the words "articles", "materials", "items", "equipment" and "methods". Whenever in the Contract Documents one or more products are specified, the words "similar and equal to" shall be deemed inserted.

C. Whenever any product is specified in the Contract Documents by a reference to the name, trade name, make or catalog number of any manufacturer, the intent is not to limit competition, but to establish a standard of quality which the Engineer has determined is necessary for the Project. In all cases the Owner will be the sole judge as to whether a proposed product is to be approved and the Contractor shall have the burden of proving the equivalency at his own cost and expense, to the satisfaction of the Owner.

D. Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Owner will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without Owner's prior written acceptance which will be evidenced by either a Change Order which reflects a credit to the Owner for a product which is less expensive than that specified or an approved Shop Drawing. Engineer will record time required by Engineer and Engineer's consultants in evaluating substitutions proposed by Contractor and in making changes in the Contract Documents occasioned thereby. Whether or not Owner accepts a proposed substitute, Contractor shall reimburse Owner for the charges of Engineer and Engineer's consultants for evaluating each proposed substitute.

E. Where the Contractor proposes to use an item of equipment other than that specified or detailed on the Drawings which requires any redesign of the structure, partitions, foundations, piping, wiring or any other part of the Work, all such redesign and all new drawings and detailing required therefore shall be prepared by an Engineer licensed in the State of New York and all fees paid for by the Contractor.

F. The Engineer will review Contractor's submittals for equal products and equipment in accordance with the provisions of these General Conditions with respect to Shop Drawings and Submittals at the appropriate time(s) submitted.

G. Submittal of requests for consideration of equals and substitutes shall be in accordance with the requirements of this Article and Shop Drawings and Submittals. In addition, for alternates and substitutes:

(1) The Contractor shall submit his request for substitutes and any monetary changes associated therewith to the Owner. The Contractor's submittal shall include all necessary data for Owner's evaluation. The following list summarizes some, but not necessarily all, of the data required:

i. Complete data substantiating compliance of proposed substitute with Contract Documents. Substitute shall not change design intent.

ii. For Products:

a. Product identification, including manufacturer's name and address.

b. Manufacturer's literature including, but not necessarily limited to, product description, performance and test data and reference data.

c. Samples where appropriate.

d. Name and address of similar projects on which product, alternate or substitute, was used, and date of installation,

name and address of owner and engineer or architect in charge of such project.

iii. For Construction Methods:

a. Detailed description of proposed method.

b. Drawings illustrating methods.

c. Name and address of similar projects on which method was used, and date of use.

Notwithstanding, the Owner and the Engineer assume no liability for the Contractor's means and methods of construction.

(2) Itemized comparison of proposed substitute with product or method specified. Different types of products and methods will be considered provided final performance is equal to that specified.

(3) Data relating to impact on construction schedule by the proposed substitute.

(4) Impact to other contracts.

(5) Accurate cost data on proposed substitute in comparison with product or method specified, including costs of all redesigns required.

(6) In making request for substitution, the Contractor represents:

i. He has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified. He will provide the same guarantee for substitute as for product or method specified.

ii. He will coordinate installation of accepted substitute into the Work, making such design and construction changes as may be required for work to be completed in all respects.

(7) Substitutes will not be considered at any time if:

i. They are indicated or implied on shop drawings or project data submittals without being specially called out and formally requested in accordance with this Article, in a separate submittal.

ii. Acceptance will require substantial revision of Contract Documents.

iii. Acceptance will create problems in stocking of spare or repair parts and in future maintenance by the Owner.

(8) The Owner's decision regarding evaluation of substitutes will be considered final and binding. Request for time extension and additional costs based on submission for acceptance of, or rejection of substitutes will not be allowed.

G31. SHOP DRAWINGS AND SUBMITTALS

A. After checking and verifying all field measurements and after complying with applicable procedures specified in the Specifications, Contractor shall submit to Engineer for review and approval, or for other appropriate action, a minimum of five (5) copies (unless otherwise specified) of all Shop Drawings, and/or two (2) samples, which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions shall be identified as Engineer may require. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

B. Contractor shall also submit to Engineer for review and approval with such promptness as to cause no delay in Work, all Shop Drawings and samples required by the Contract Documents.

(1) Before submission of each Shop Drawing or sample Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

(2) At the time of each submission, Contractor shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

C. Engineer will review and approve with reasonable promptness Shop Drawings and samples, but Engineer's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences

of procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

D. Changes will not be allowed to be made on Shop Drawings that have been previously submitted for approval except for items that have been noted for corrections or coordination.

E. Engineer's review and approval of Shop Drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Engineer's attention to each such variation at the time of submission, and Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of these General Conditions.

F. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

G32. CHANGES IN THE WORK

A. Without invalidating the Agreement the Owner may at any time make changes in the Drawings and Specifications of this Contract and within the general scope thereof by written Change Order. All Change Order work shall be executed in conformity with the terms and conditions of the original Contract except as may be otherwise specifically provided for in the Change Order. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of such notice is the Contractor's responsibility. In any case, if changes are made which will increase the total Contract price to an amount more than twenty (20) percent in excess of the original Contract price, the Contractor's Surety shall be notified. It is distinctly agreed and understood that all changes made in the Drawings and Specifications for this Work, whether such changes increase or decrease the amount thereof or any change in the manner or time of payments made by the Owner to the Contractor or any order for extra work,

shall not annul, release or affect the liability and surety on the bond or bonds given by the Contractor.

B. Except as hereinafter provided, no such change shall be binding upon the Contractor nor require the payment of additional compensation to the Contractor, unless it has been ordered in writing by the Engineer who has been specifically authorized thereto in writing by the Owner.

C. Except as hereinafter provided, no oral agreement, conversation or understanding between the Contractor and the Engineer or any Resident Project Representative or anyone representing the Owner shall affect or modify any of the terms or obligations of the Contract Documents, nor excuse the performance of any work in any manner contrary to the terms of the Contract Documents.

D. The Contractor shall, however, comply with all instructions of the Engineer which require no more than an increase or decrease in quantities of those items covered by unit prices bid in the Bid Form. He shall also comply with instructions from the Engineer which require no more than a change in location or elevation of pipe lines or appurtenances covered by a lump sum price bid in the Bid Form which reasonably could be interpreted as involving no additional costs.

E. For all work performed by the Contractor pursuant to instructions which involves an increase in the quantities contained in the Bid Form, payment will be made under the unit prices applicable to the work actually done in accordance with the actual amount of such work done. If instructions decrease the quantities or amount of work, no payment will be made to the Contractor to compensate him for any loss of anticipated profit on the work omitted.

F. If the Contractor proceeds with the performance of any work in accordance with oral instructions of the Engineer, it shall be conclusively presumed that the unit prices or lump sum prices stated in the Contractor's Bid apply to such work and no additional or different compensation shall be paid.

G. If instructions are determined by the Engineer to be changes in the Work, the compensation to the Contractor shall be computed by one of the following three methods as selected by the Owner:

(1) Lump Sum Negotiated Price: The lump sum price, which will be mutually agreed upon by both the Owner and the Contractor shall be added to or deducted from the current Contract Amount.

i. Additions: If the price change is an addition, then it shall include the Contractor's overhead and profit.

ii. Deductions: If the price change is a deduction, then it shall include the Contractor's overhead, but not his anticipated profit.

(2) Unit Price: The total dollar amount to be added or deducted from the current Contract Amount shall be determined by estimating the number of unit quantities for each part of the Work which is changed and multiplying it by the applicable unit price.

i. Contract Unit Prices: When items are covered by Contract Unit Prices, the unit prices shall be submitted as bid.

ii. Other Unit Prices: The Owner and Contractor may mutually agree upon unit prices. Contractor's overhead and profit will be allowed, and will be applied as described in paragraph 2 above.

(3) Time and Materials: The Contractor will be directed to proceed with the Work and maintain and submit a proper record of the actual cost of the change including all vouchers. Contractor's overhead and profit will be allowed.

H. Regardless of the method used to determine the value of change upon request by the Owner, the Contractor shall be required to submit satisfactory evidence of each and every item that was used in computing the value of the change including material quantities, labor-hour breakdowns, agreements with subcontractors and suppliers and other information that constitutes the cost proposal. Such required evidence may include, but not be limited to, invoices, purchase orders, canceled checks, current labor rate breakdowns and bid sheets.

I. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the following paragraphs:

(1) Contractor's Own Work: If the work is done directly by the Contractor, an amount not to exceed ten (10) percent may be added for overhead. To the cost of labor and materials plus overhead an additional amount not to exceed ten (10) percent may be added for profit. No percentages for overhead and profit will be allowed on payroll taxes and insurance or on the premium portion of overtime pay.

(2) Subcontractor's Work: If the work is done by a subcontractor, an amount not to exceed ten (10) percent may be added for the subcontractor's combined overhead and profit. To the subcontractor's labor and materials plus combined overhead and profit, an amount not to exceed ten (10) percent may be added for the Contractor's combined overhead and profit. The subcontractor's combined overhead and profit allowance shall be applied only once to each Change Order regardless of the number of levels of subcontractors performing the Change Order work.

(3) The cost of transportation of materials shall be excluded when computing the above-described charges for profit and overhead.

J. Overhead shall be defined as an allowance to compensate for all costs, charges and expenses, both direct and indirect, other than the actual cost of labor and materials and shall include, but not be limited to, liability insurance, bond premiums, field and office supervisors and personnel above the level of working foremen, use of small hand tools and minor equipment, incidental job burden and general office expenses.

K. Actual Cost of Labor shall be defined as the amount paid for the following items to the extent determined reasonable and necessary:

(1) Wages paid for workmen and foremen and wage supplements paid to labor organizations in accordance with current labor agreements.

(2) Premiums or taxes paid by the Contractor for FICA Tax, Federal and State Old Age and Unemployment Insurance, Worker's Compensation Insurance, and any other payroll taxes as required by law.

L. Actual Cost of Materials shall be defined as the amount paid for materials delivered to the job site for incorporation into the Work.

M. Actual Cost of Equipment shall be defined as the amount paid for the following items:

(1) Allowance for use of self-owned construction equipment (exclusive of hand tools and minor equipment) as approved for use by the Engineer at a rate that is mutually agreed upon. Self-owned equipment is defined to include equipment rented from controlled and affiliate companies. The schedule of hourly rates submitted for approval shall not exceed the daily rates which are listed in the prevailing Rental Rate Blue Book for Construction Equipment at the time the submittal is made divided by eight. This schedule shall be the basis of compensation, except for the following conditions:

i. The first 20 hours will be paid for at 90% of the above base hourly rate.

ii. For 21 to 40 hours, the rate will be paid for at 80% of the above base hourly rate.

iii. For over 40 hours, the rate will be paid for at 45% of the above base hourly rate.

iv. The number of hours to be paid for shall be the number of hours that the equipment or plant is actually used for the specified extra work.

(2) Rented equipment other than self-owned equipment will be paid for at actual rental cost, as approved by the Engineer prior to rental. Gasoline, oil and grease, required for the operation and maintenance of rental or self-owned equipment will be paid for at the actual cost.

N. Payment for time and material work will be made on the basis of the daily summary of time and materials work done on the Contract delivered to the Resident Project Representative by the Contractor not later than closing time on the day following that for which the work is reported.

The summary shall contain:

(1) A list of materials used indicating the amount and nature of each material. The cost (if known) shall also be included. This shall be later documented by proper receipts.

(2) A list of equipment used indicating the number of hours used and the kind, type and size of equipment.

(3) A list of personnel by name, including the hours and labor classification at which they were used on the time and materials work.

(4) A statement of the work accomplished by time and materials for that day.

(5) This summary shall be dated and signed by the Contractor's authorized representative and the Resident Project Representative. The Resident Project Representative will make any notations, remarks or comments on this form that may assist in final payment.

(6) The contract number and other identification as well as the name of the Contractor shall appear on the statement.

G33. EXTRA WORK

A. Any extra work not originally contemplated under this Contract and not otherwise provided for herein, which in the opinion of the Owner is desirable or necessary, shall be performed by the Contractor if ordered in writing by the Owner. Such extra work shall be subject to payment under a Change Order. The method of payment to be used shall be stipulated by the Owner in the written authorization for the Work.

B. All Change Orders requiring extra work shall be executed in conformity with the terms and conditions of the original Contract, unless otherwise provided in the order for same. Any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

C. No instructions, either written or verbal, shall be construed as an order for changes unless it be in the form of a Change Order, bearing the signed approval of the Owner and Engineer, and the signed acceptance of the Contractor, except in the case of disagreement as to value of changes, when the Contractor's signature to the order will not be mandatory. Change Order shall describe or enumerate the work to be performed and state the price, if any, to be added to or deducted from the Contract

Price. If the nature of the work is such that a Change Order, as above, cannot be issued until the work has been advanced sufficiently to obtain exact quantities, said work will be authorized in writing by the Engineer, with the accompanying statement that a Change Order will be issued when the necessary information is at hand.

D. Except as provided in the above paragraph, no change shall be made, unless in pursuance of a Change Order, and no claim for an addition to the contract price shall be valid unless so ordered. If the Contractor believes that an instruction or directive issued formally by drawing or letter involves extra work not covered by the Contract, he shall within ten (10) calendar days after its receipt give the Engineer written notice requesting a Change Order for the work. The written notice shall state in detail the basis for the Contractor's claim for an extra. The Engineer will promptly review the Contractor's request and make a recommendation to the Owner. If it is recognized as an extra, the amount of the additional compensation will be determined using one of the three methods provided in CHANGES IN THE WORK. If the Engineer determines that the Contractor is not entitled to an extra, the Contractor will be so notified in writing. In any event, the Contractor shall proceed with such directed work without delay.

E. It shall not constitute extra work entitling the Contractor to additional compensation if the Engineer shall order changes or increases in plant or personnel to maintain the scheduled rate of progress in the Work to be done under the Contract. Approval by the Engineer of materials or equipment substituted by the Contractor for those specified shall likewise not constitute extra work.

G34. CLAIMS AND DISPUTES

A. Should the Contractor be of the opinion, at any time or times, that he is entitled to any additional compensation whatsoever over and above the compensation stipulated in these Contract Documents for damages, losses, costs, and/or expenses alleged to have been sustained, suffered, or incurred by him in connection with the project herein contemplated, he shall, in each instance, within ten (10) days after such alleged damages, losses, costs, and/or expenses shall have been sustained, suffered, or incurred, make a written claim therefore to the Owner. The Contractor shall file with the Owner on or before the fifteenth (15th) day of the calendar month succeeding that in which such damages, losses, costs, and/or expenses shall have been sustained, suffered or incurred, a written itemized statement of the details and amount of such claim of damage, loss, cost, and/or expense. Each claim shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor believes he is entitled as a result of said event. Unless such claim and statement shall be thus made and filed, in each instance, the Contractor's claim for additional compensation shall be held and taken to be absolutely invalidated, and he shall not be entitled to any compensation on account of such alleged damages, loss, cost, and/or expense.

The Contractor shall produce for the Owner's examination, upon notice from the Owner, all his books of account, bills, invoices, payrolls, subcontracts, time books, progress records, daily reports, bank deposit books, bank statements, checkbooks and canceled checks, showing all of his actions and transactions in connection with or relating or arising by reason of his claim, and submit himself and persons in his employment and in his subcontractors' employment for examination under oath by any person designated by the Owner to investigate any claims made against the Owner under the Contract, such examination to be made at the offices of the Contractor. Compliance with this paragraph shall be a condition precedent to commencement of any action by the Contractor by reason of his claim.

B. The Contractor shall proceed diligently, pending and subsequent to the determination of the Owner with respect to any such disputed matter, with the performance of the Contract and in accordance with all instructions of the Owner and the Engineer.

C. If the Contractor considers a claim or dispute unresolved, he shall promptly notify the Owner in writing of his position relative to the dispute.

D. If the Owner determines a claim or dispute has no merit, he shall direct the Contractor to proceed, and the Contractor shall promptly comply. The Contractor's right to file a claim for extra compensation or damages will not be affected in any way in complying with the above directions of the Owner, provided the Contractor furnishes the Owner with daily records of all labor, material and equipment used in connection with such work and the cost thereof.

E. If the Owner determines that any claim or dispute is extra work, not Contract Work, then the Owner will have prepared a Change Order covering such work as soon after the determination is made as is practical.

G. In the event the Contractor fails to furnish the above referenced records, such failure shall constitute a waiver of any claim for payment for disputed work.

H. No person has the power to waive or modify any of the foregoing provisions, and in any action against the Owner to recover any sum in excess of the sum certified by the Owner to be due under or by reason of the Contract, the Contractor must allege in his complaint and prove at the trial, compliance with the provisions of this Article.

I. Nothing in this Article shall in any way affect the Owner's right to obtain an examination before trial or a discovery and inspection in any action that might be instituted by or against the Owner or the Contractor.

J. The provisions of this Article shall be held and taken to constitute a condition precedent to the right of the Contractor to recover.

G35. INTERPRETATIONS AND DECISIONS BY OWNER

A. All work shall be done under the supervision and to the satisfaction of the Commissioner of Public Works. He shall determine the amount, quality, acceptability and fitness of all parts of the Work. He shall interpret the Specifications, Contract Documents including inconsistencies between various documents and Extra Work

Orders and he shall decide all other questions in connection with the work.

B. Authority of Commissioner of Public Works is final and conclusive. To prevent disputes and litigation, the Commissioner, in addition to those matters elsewhere herein expressly made subject to his determination, direction or approval and in addition to the powers given him by State or local law, shall in all cases have the power to review and determine finally all questions in relation to this Contract and its performance, which determination shall be final and conclusive upon the Contractor; and to modify or change the Contract so as to require (l) the performance of extra work, or (2) the omission of Contract work when he deems it in the interest of the County to do so; or both; and to suspend the whole or any part of the Work whenever, in his judgment, such suspension is required (l) in the interest of the County generally, or (2) to coordinate the work of the various contractors engaged in the project, or (3) to expedite the completion of the entire project even though the completion of this particular part of the project may be thereby delayed, without compensation to the Contractor for such suspension other than extending the time for completion of the Work as much as it may have been, in the opinion of the Commissioner, delayed by such suspension.

G36. TAXES

A. The Contractor shall pay all sales, consumer use and other similar taxes required by law. However, the County of Suffolk declares itself a tax exempt organization, as per amended Tax Law, §lll5(a)(l5), so that tangible personal property purchased by contractors, subcontractors and repairmen becoming an integral component part of the real property of any County project, shall be exempt from New York State and local sales and use taxes.

B. The Contractor shall comply with the provisions of §70 and §71 of the Lien Law, as amended, and §1302-C of the Penal Law, as amended, in relation to funds being received by a contractor for a public improvement constitute trust funds in the hands of such contractor. The said funds shall be applied first to the payment of certain claims.

C. No certificate approving or authorizing the first partial payment, or in the event there shall be no first partial payment, then no certificate approving or authorizing any final payment shall be made to a foreign contractor unless such contractor shall furnish satisfactory proof that all taxes due by such contractor under the provisions of Article 9, 9A, and §601 of the tax law have been paid. The certificate of the State Tax Commission to the effect that all such taxes have been paid shall be conclusive proof of the payment of such taxes.

The term "foreign contractor" as used in the preceding paragraph means, in the case of an individual, a person who is not a resident of this State; and in the case of a partnership, one having one or more partners who is not a resident of this State; and in the case of a corporation, one not organized under the laws of this State.

G37. CHANGES NOT TO AFFECT BOND

It is distinctly agreed and understood that any changes made in the Contract Documents for the Work, whether such changes increase or decrease the amount thereof, or any change in the manner or time of payments made by the Owner to the Contractor, or any order for extra work, shall in no way annul, release or affect the liability and surety on the bond or bonds given by the Contractor.

G38. PAYMENTS TO AND BY CONTRACTOR

A. During the progress of the Work, payments will be made as follows:

(1) The Engineer, in consultation with the Contractor, will, within the first ten days of each month, estimate the amount of work done and materials and equipment built into the Work during the previous calendar month. The quantities so determined will be used as the basis for a periodic estimate and shall indicate the value of the work performed and materials and equipment built into the Work in accordance with the Contract. As soon as practicable thereafter, the Owner will pay the Contractor an amount equal to ninety-five percent (95%) of the value of such work, materials and equipment indicated on the periodic estimate, less the amount of all previous payments. The remaining five percent (5%) shall be deducted from each and every estimate made under the Contract and shall be retained until substantial completion of all Work covered by the Contract.

(2) The Owner or his representative may decline to approve any Application for Payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify in whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in his opinion to protect the Owner from loss because of:

i. Defective work not remedied,

ii. Liens or claims filed or reasonable evidence indicating probable filing of claims,

iii. Failure of the Contractor to make payments properly to subcontractors for labor, materials or equipment,

iv. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price,

v. Damage to another contractor or subcontractor,

vi. Reasonable indication that the Work will not be completed within the Contract Time, or

vii. Unsatisfactory prosecution of the Work by the Contractor. Before release to the Contractor of any funds retained under this provision, the Contractor shall furnish satisfactory written evidence to the Owner that the claim or claims have been fully paid or satisfied, and

viii. To protect the Owner from loss due to injury to persons or damage to the Work or property of other contractors, subcontractors, or others caused by the act or neglect of the Contractor or any of his subcontractors.

ix. Violation of §220 of the New York State Labor Law including failure to file payrolls in a manner consistent with subdivision 3-a of §220 of New York State Labor Law.

(3) The monthly estimate of the Engineer will be approximate and no claim shall be made by the Contractor for additional payment based on any error in any periodic estimate.

(4) The Owner will make partial monthly payments to the Contractor on the basis of a duly certified estimate of the work as approved by the Engineer.

B. Application for payment shall be made by the Contractor on the appropriate forms of the Owner.

No materials or supplies for the Work shall be purchased by any contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies for which he accepts partial payment.

C. The Contractor shall submit with each and every voucher for payment for work completed under this Contract, a statement as to the amounts due and owed by the Contractor to labor, subcontractors and materialmen and a certificate relative to payments now due.

D. The Owner will pay upon requisition for materials delivered to the site or off-site and suitably stored and secured as required by the Owner. The Contractor shall pay all costs of handling and delivering materials to and from the place of storage to the site of the Work, as well as all storage rental fees. Payments made will not exceed eighty percent (80%) of the Contractor's certified paid invoice or bid price for the item, whichever is less. However, the Owner may limit such payment to materials in short or critical supply and materials specifically fabricated for the project as defined in the Contract. The following list of requirements shall be fulfilled prior to reviewing a request for payment for stored materials:

(1) State name and address of storage site.

(2) Provide a written statement that the stored items are for the exclusive use on this specific project, including full title of the project and the appropriate capital fund number.

(3) Provide a copy of certified paid invoice for stored items. Invoice shall include description of each item, quantity of materials, serial number(s) when available, and purchase cost.

(4) Provide a certificate of insurance for fire, theft and vandalism with the Owner named as additional insured and certificate holder.

(5) Provide a statement that the items are available for inspection by the Owner.

(6) Provide a statement as to method of storage of materials to ensure their security and their protection from adverse elements or environments. In addition, the Contractor is required to pay for the Owner's inspection of his material stored off-site; including, but not limited to, travel, lodging and food expenses.

(7) Payments are subject to normal retainage of the partial payment.

E. Within seven (7) calendar days of the receipt of a payment from the Owner, the Contractor shall pay each of his subcontractors and suppliers for work performed and materials furnished by them as reflected in the payment from the Owner, less an amount necessary to satisfy any outstanding claims, liens or judgments and less a retained amount of not more than five percent, except that the Contractor may retain not more than ten percent provided that prior to entering into a subcontract with the Contractor, the subcontractor is unable or unwilling to provide a performance bond and labor and material bond both in the full amount of the subcontract at the request of the Contractor. Failure by the contractor to make any payment, to any subcontractor or materialman within seven (7) calendar days of the receipt of any payment from the Owner shall result in penalties as outlined in New York State Labor Law.

F. All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.

G. So long as any lawful or proper directive concerning the work or material by the Owner or his representative shall remain uncomplied with, the Contractor shall not be entitled to have any estimate made for the purpose of the payment, nor shall any estimate be rendered on account of work done or material furnished until such lawful or proper directive has been complied with fully and satisfactorily.

H. In addition to any other means, methods or procedures for payment set forth herein, payment of sums due the contractor hereunder may be made by the Owner directly to the Contractor's subcontractors and/or suppliers, with the Contractor's concurrence, to the extent claims of nonpayment are asserted by such parties. Payment in any such manner shall constitute payment hereunder and complete satisfaction of the Owner's obligations hereunder, and the full amount of such payment, whether paid to the Contractor or paid directly to a subcontractor and/or supplier, shall be credited against the Contract Sum set forth in this Agreement. Any such direct payment shall be at the Owner's option and discretion, and the Owner shall have no duty or obligation to make further payments directly to third parties, nor shall any subcontractor, supplier, lender of the Contractor or any other third party, be or have the rights of a third party beneficiary with respect to the foregoing. Further, any direct payment made by the Owner under this provision shall not establish any contractual or other relationship with any third party to whom payment is made, or otherwise.

(1) If the Engineer determines that it is in the best interest of the project, he will have the right to initiate a special payment directly to a subcontractor or supplier to facilitate the general progress of the work.

(2) With the approval of the prime contractor and his subcontractor or supplier, the Engineer will prepare a written three party Direct Payment Agreement that will authorize the direct payment.

(3) The County expressly limits its responsibility to securing a special payment for a specific purpose and will not assume responsibility for issuing special payments throughout the duration of the project. No continuing payment obligation will be created as a result of the Direct Payment Agreement, nor shall any subcontractor, supplier, materialman or lender of the Contractor or any other third party, be or have the rights of a third party beneficiary with respect to the foregoing. Further, no payment made by the County under this provision shall establish or give rise to any contractual or relationship of privity with any third party to whom payment is made.

(4) The special payment will be charged against the prime Contractor's encumbered balance and will constitute payment to the Prime Contractor as if it were a normal progress payment, even though the check will name his subcontractor or supplier as payee. The making of any such special payment shall constitute full payment and satisfy in full the County's obligation with respect to the item of work for which payment has been made hereunder.

(5) The amount of the special payment will be directed toward a specific subcontractor or supplier and shall contain no other items of payment.

(6) A special payment may be issued at the County's option and discretion, and may be issued for the following reasons, including, but not limited to:

i. The satisfaction of a mechanic's lien;

ii. The delivery of a large piece of equipment or machinery;

iii. Any other reason the County deems appropriate under the circumstances for the best interests of the project.

(7) Signatories to the Direct Payment Agreement must be duly authorized representatives of their companies and their signatures must be witnessed by a notary.

(8) Upon receipt of a monthly progress payment accompanies by a property executed Direct Payment Agreement, The Department of Audit & Control will have authorization to issue a single party check as stipulated in the Agreement.

I. Filing of payrolls in a manner consistent with subdivision 3-a of §220 of New York State Labor Law is a condition precedent to payment of any sums due and owing to any person for work done upon this project.

G39. SCOPE OF PAYMENTS

A. The Contractor shall receive and accept the compensation as herein provided, as full payment for furnishing all materials, labor, tools, and equipment and for performing all Work contemplated and embraced under the Contract, also for all loss or damage arising out of the nature of the Work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work, and for all risks of every description connected with the prosecution of the Work, until its final acceptance by the Owner, also for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the Work as herein specified, and for all actual or alleged infringements of patent, trademark, or copyright, and for completing the Work and the whole hereof, in an acceptable manner, according to the Drawings,

Specifications, and other Contract Documents. The payment of any partial or final estimate shall in no way or in no degree prejudice or affect the obligation of the Contractor, at his own cost and expense, to renew or replace all defects and imperfections in the construction of, or in the strength of, or quality of, materials used in or about the Work under Contract and its appurtenances, as well as all damages due or attributable to such defects, and of which defects, imperfections, or damages the Owner shall be the judge, and the Contractor shall be liable to the Owner for failure to do so.

Unless otherwise specified, all items of cost required to fulfill the General Conditions, General Requirements, Supplementary Conditions and the various provisions of the Technical Specifications of the Contract shall be included in the Lump Sum Price(s) or Unit Prices bid in the Proposal for the Contract upon which a bid is being submitted.

G40. SUBSTANTIAL COMPLETION

A. For the purpose of defining the substantial completion date, the project will be considered substantially complete when all Work covered by the Contract has been performed and all installations and equipment have been tested and are ready for permanent use and the Contractor has obtained approval of his final operations and maintenance manuals and preliminary as-built drawings (if such are required). Work which has seasonal limitations and removal of the Contractor's plant and equipment and other minor adjustments which do not prevent use of the project will not be a factor in establishing the substantial completion date.

B. When the Contractor considers his work to be substantially complete he shall submit a written notice to the Engineer with a copy to the Owner requesting a Substantial Completion Inspection.

C. Within ten (10) days after receipt of such notice, the Engineer will make an inspection to determine the status of completion and make a recommendation to the Owner.

D. Should it be determined that the Work is substantially complete, the Engineer will prepare a "punch list" of items to be completed or corrected as verified and/or amended by the Owner.

E. When the work contemplated under the terms of the Contract is Substantially Complete, the Contractor may submit a requisition for the "Contract Balance". The Owner will pay the remaining amount less two times the value of any items to be completed. As remaining items of work are satisfactorily completed or corrected, the Owner will pay upon requisition for these items.

F. Should it be determined that the Work is not substantially completed, the Engineer will promptly notify the Contractor in writing of the reasons therefore.

G41. FINAL COMPLETION AND CONTRACT CLOSE-OUT COSTS

In the event the Contractor fails to perform any Work remaining within sixty (60) days of having achieved substantial completion, including, but not limited to, any work required under this Contract in order for the Contractor to be entitled to receive final payment hereunder, the Owner shall notify the Contractor in writing of the remaining items of Work that require completion. If the Contractor does not begin performing such work within seven (7) days after being afforded notice as provided for in this contract, the Owner reserves the right to make alternate arrangements to have the work completed in any manner it deems appropriate, including, but not limited to, hiring a contractor to perform the work or performing the Work in-house, without prejudice to any other remedy the Owner may have. The Contractor shall not be entitled to receive any further payment until the Work is finished. The Owner shall deduct any costs incurred in completing the Work necessary for final completion or Contract close-out from the monies owed, or which may become due, to the Contractor, the remainder of which shall be returned to the Contractor upon completion of the remaining Contract work. However, if the costs incurred in completing the Work necessary for final completion or Contract close-out exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

G42. FINAL INSPECTION AND CERTIFICATION

A. Upon completion of Work under this Contract, the Contractor shall notify the Engineer in writing that the Work will be ready for final inspection and testing on a specific date which shall be stated in such notice.

When in the opinion of the Engineer the Contractor has fully performed the Work under the Contract, the Engineer will recommend to the Owner the acceptance of the Work so completed. The Engineer's recommendation will indicate the value of the work performed and materials and equipment furnished, and exact aggregate amount of the compensation to which the Contractor will become entitled under the terms of the Contract.

G43. FINAL PAYMENT

A. If the Contractor's work is accepted by the Owner as a result of the Final Inspection, the Owner will thereupon notify the Contractor of such acceptance by letter, and copies of such acceptance will be sent to other interested parties; and he shall authorize payment to the Contractor of all monies due for the work done. All prior estimates and payments including those relating to extra work, will be subject to correction by this payment.

B. The Contractor shall maintain records of all payrolls and of the details that comprise his total cost pursuant to the provisions of CHANGES IN THE WORK and he shall, at any time within three (3) years following the date of acceptance of the project, make such records available, upon request therefore, to the Owner for review and audit, if deemed necessary by the Owner. In case all or a part of such records are not made so available, the Contractor understands and agrees that any items not supported by reason of such unavailability of the records will be disallowed, or if payment thereof has already been made, the Contractor shall, upon demand in writing by the Commissioner, refund to the Owner the amount so disallowed.

C. Prior to the Final Payment the Contractor shall submit to the Owner with a copy to the Engineer:

(1) Consent of Surety to final payment including Power of Attorney and Surety Acknowledgement.

(2) All required manufacturer's warranties/guarantees and bond(s).

(3) As-Built Drawings (if such are required).

(4) An Affidavit of Payment of Claims that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner might in any way be responsible, have been paid or otherwise satisfied. If the Owner requires, the Contractor shall submit other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

D. Final Acceptance

Final Payment: The acceptance by the Contractor of the Final Payment shall be and operate as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with the Work. No payment, final or otherwise, nor partial or entire use or occupancy of the Work by the Owner, shall be an acceptance of any work or materials not in accordance with the Contract; nor shall the same relieve the Contractor of responsibility for unsettled liens, for faulty materials or workmanship or operate to release the Contractor or his Surety from any obligation under the Contract, the Performance Bond, or terms of special guarantees required by the Contract Documents.

G44. OCCUPANCY OR USE PRIOR TO FINAL ACCEPTANCE

A. The Owner shall have the right to occupy and use any part or all of the Work prior to final acceptance. If directed to do so by the Engineer, the Contractor shall promptly provide for such occupancy.

B. Occupancy or use of any portion of the Work by the Owner before final completion and written acceptance shall not be construed as evidence of final acceptance of the Work.

C. Traffic, on portions of highway opened to travel before final acceptance by the Owner, shall be maintained and protected in accordance with all the provisions of the Contract Documents. Should the Contractor be delayed in completing individual features of the Work on any portion of a highway, directed to be opened, the Owner may order all or a portion of the said highway, open to the public; and in this event the Contractor shall not be relieved of his liability and responsibility during the period the work is so opened prior to final acceptance. These provisions apply not only to the reconstruction of existing highways, but also to work on new locations where traffic is not maintained during construction.

If any damage is caused to the Work, either by the Owner or by those occupying or using any portion of the Work with the permission and authorization of the Owner, as a direct result of such occupancy or use prior to final acceptance, then the Engineer may direct the Contractor to perform the necessary repairs or replacements. If so directed, the Contractor will be reimbursed for the fair and reasonable cost of making the necessary repairs and replacements, provided that he was not in any way at fault for the damage and could not have reasonably prevented the damage.

D. The Owner, through the Engineer, reserves the right at all times to deliver, place and install furnishings, etc., as the work progresses, as long as there is no interference with the Contractor. Such preliminary occupancy shall not be construed as acceptance of such occupied portions of the project.

E. The Contractor shall cooperate with all other contractors working on the site and coordinate through the Owner's Representative all space requirements, access and details of equipment and installation that are pertinent to the Contract.

G45. EQUIPMENT USAGE PRIOR TO FINAL ACCEPTANCE

A. The Owner shall have the right to temporary or trial usage of all machinery, equipment and mechanical systems prior to final acceptance. If directed to do so by the Engineer, the Contractor shall promptly arrange for such usage at no additional cost to the Owner.

B. The Owner shall have the privilege of temporary and trial usage of all machinery, equipment and mechanical systems for such reasonable length of time as the Engineer shall deem proper for making a complete and thorough test of same. The temporary or trial usage shall be performed under the supervision of the Engineer.

C. The use by the Owner of any machinery, equipment or mechanical system furnished under this Contract, prior to final completion and written acceptance by the Engineer shall not be construed as evidence of final acceptance of the Work.

D. No claim for damage shall be made by the Contractor for the injury to or breaking of any parts of such work which may be caused by weakness or inadequacy of structural parts or by defective materials or workmanship. If the Contractor so elects, he may at his own expense employ a competent person or persons satisfactory to the Engineer to make such trial usage.

E. The Contractor may request that certain guarantee or warranty periods begin at the time of such use by the Owner prior to Substantial Completion. Final acceptance will not be made until the Contractor has repaired or replaced all defective work, adjusted his equipment and otherwise fulfilled all of the requirements of these Specifications.

G46. OWNER'S RIGHT TO SUSPEND OR TERMINATE CONTRACT

A. If any portion of the Work under any Contract is not being performed in accordance with the Contract Documents or in the best interest of the County, the Commissioner of Public Works may temporarily suspend that portion of the Work, until such time as a determination of subsequent action or procedure for that particular portion of the Work is resolved. Written notice sent by mail to the Contractor and to his Surety at their respective addresses shall be sufficient notice of suspension. Resumption of work on said suspended portion shall not proceed until written notice to do so is received by the Contractor from the Commissioner.

B. The Contract may be declared null and void, the security forfeited and the materials built into the Work shall become the property of the Owner, under any of the following conditions:

(1) The Contractor is adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver or liquidator should be appointed on account of his insolvency, and not dismissed within twenty (20) days after such appointment or proceedings in connection therewith not stayed on appeal within the said twenty (20) days.

(2) The Contractor shall abandon the Work under his Contract.

(3) Fail or refuse to conform with the requirements of the Contract either in workmanship or material, or if any time the Engineer certifies that the Contractor is willfully violating the conditions of the Contract, or executing same in bad faith, or if the Contractor shall persistently or repeatedly refuse or should fail, except in cases for which an extension of time is granted, to supply adequate plant or a sufficient number of skilled workmen or materials to prosecute the Work properly, or if he unnecessarily delays the Work.

(4) Failure to make prompt payment to subcontractors or to persons supplying equipment, material or labor for the Work.

(5) Persistently disregarding laws or ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract.

Before declaring the Contract null and void, the Owner will serve the Contractor and his Surety with a Notice of Warning in writing at the address given in the Contract that requires the Contractor to show cause within seven (7) days after the receipt of such notice by appearing at the office of the Owner and stating why his Contract should not be declared null and void.

C. If the Contractor fails to comply with the said Notice of Warning and the Contract is annulled under this Article, the Contractor shall not be entitled to any damages on account thereof nor shall such annulment affect the right of the Owner to recover against the Contractor or his Surety damages which may arise, or extra costs which may be incurred by it as the result of the failure of the Contractor to carry out the terms of the Contract.

D. The Owner may thereupon call upon the Surety to complete the Contract as provided for in the bond, or the Owner may at its option proceed to complete the Work by others and any funds retained by the Owner may be applied to pay the increased cost of the Work.

G47. TERMINATION FOR CONVENIENCE BY OWNER

A. In addition to all other rights or remedies as provided in this Contract or by law, the Owner may, in its sole discretion, at any time after the issuance of the Notice of Award, terminate this Contract, or any part thereof, without cause and for the convenience of the Owner ("Termination for Convenience"), by Notice of such termination to the Contractor ("Notice of Termination") which Notice shall specify the effective date of the termination date ("Termination Date").

B. In the event of a Termination for Convenience, the Owner shall have no liability to the Contractor except to pay for Work satisfactorily performed on the terminated part of the Contract prior to the effective date of such termination. Work satisfactorily performed shall be paid, at the Unit Prices for Unit Price Work and the Lump Sum Prices for Lump Sum Work. The Owner shall determine the amount of satisfactory work performed as a basis to determine the amount of compensation due the Contractor for all Work performed.

C. The Contractor shall cease execution of the Work on the Termination Date and shall turn over all completed Work to the Owner. The Contractor shall take such steps for continued protection of the Work as may be specified in the Notice of Termination or as may be reasonably necessary with immediate notice to Owner of such steps. The Contractor shall be entitled to reasonable compensation for such protective work. With respect to terminated Work, the Contractor shall immediately cancel all cancelable orders for material and equipment and exercise any rights to termination established in subcontracts and orders. The Contractor shall place no further orders for material, services and equipment except as may be necessary to comply with the requirements stated in the Notice of Termination. Notwithstanding the foregoing, with respect to purchase orders or Subcontracts that relate to the performance of the terminated Work, specifically identified by the Owner in the Notice of Termination as orders or subcontracts to be assigned, the Contractor shall assign to the Owner, in the manner, at the time and to the extent directed by Owner, all of the rights, title and interest of the Contractor.

D. The Contractor shall make diligent efforts to mitigate costs. The contractor shall not receive any compensation for any lost or anticipated profit or anticipated administrative or indirect costs or overhead the Contractor might have reasonable expected to make or recover on the uncompleted portion of the Work.

E. The Engineer shall instruct the Contractor on the disposition of any material or equipment in stock that was to be incorporated into the terminated Work and any material or equipment ordered pursuant to non-cancelable orders but not yet delivered.

F. Except as expressly provided in this Article, the Contractor shall not be entitled to any other payment and expressly waives and relinquishes any right to claim damages or pursue any other remedy at law or relief in equity (including specific performance) by virtue of Owner's exercise of its rights under this article. The Owner may deduct

or set-off against any sum due and payable under this Article any claims it may have against the Contractor.

G. No termination shall diminish the Contractor's warranty obligations with respect to Work completed prior to termination under this Contract.

G48. ASSIGNMENT

A. The Contractor is prohibited per General Municipal Law §109 from assigning, transferring, conveying, subletting or otherwise disposing of his Contract, or of his right, title, or interest therein, or his power to execute his Contract, to any other person or corporation without the previous consent in writing of the Owner. The Contractor shall, likewise, not assign any of the money payable under the Contract.

(1) If provision of the law be violated, the Owner may revoke and annul the Contract, and the Owner will be relieved from any and all liability and obligations thereunder to the person, company or corporation to whom the Contractor shall assign, transfer, convey, sublet or otherwise dispose of the Contract, and such transferee shall forfeit and lose all monies theretofore assigned under said contract except so much as may be required to pay his employees. It is understood between the parties that the Agreement is intended to secure the personal service of the Contractor because of his ability and reputation.

G49. LAWS, ORDINANCES, PERMITS, AND REGULATIONS

A. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.

B. The Contractor shall comply with all Federal, State, Municipal and Local Laws, ordinances, rules, regulations, orders, permits and licenses applicable to this Contract and to the Work to be done under the same including, but not limited to, labor employed thereon, materials supplied, obstructing streets and highways, maintaining signals, storing, handling and use of explosives and all other general ordinances and state statutes affecting him or his employees or his work. The Contractor shall furnish at his own cost and expense all permits, licenses, and certificates of completion and occupancy, necessary to complete the Work under this Contract.

C. The Contractor's attention is directed to all phases of the Work wherein the authority for permits or licenses is vested in private companies, corporations or in federal, state, county or municipal agencies. He shall familiarize himself with the procedure

in securing such permits or licenses and approvals as are necessary, accept full responsibility for obtaining same, and comply with the stipulations contained therein. Unless otherwise specified, the Contractor is required to pay the cost and expense of securing the permits and licenses and all other costs connected therewith. The Contractor will not be required to pay for permits issued by the Owner, or his agents. The Owner will cooperate with the Contractor to the extent reasonably required to facilitate obtaining permits and approvals.

D. If the Contractor observes that any of the Contract Documents are at variance with any laws, regulations, ordinances, or permit conditions, in any respect, he shall promptly notify the Engineer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, without such notice to the Engineer, he shall assume full responsibility therefore and shall bear all cost attributable thereto.

E. Whenever the Contractor is required by State, Federal, local, or municipal laws, ordinances, rules or regulations, pertaining to the Work to be done under this Contract, or to secure any permits or licenses to carry on any operations or operations in connection with the performance of this Contract, the Contractor shall be solely liable for all suits, actions, costs and damages of every kind and description resulting or which may result, directly or indirectly, from any such operation or operations, and shall indemnify and save harmless the Owner and the Engineer from any and all suits, actions, costs, and damages of every kind and description arising or which may arise, directly or indirectly, from the said operation or operations

F. If the Contract contains any unlawful provisions not an essential part of the general structure of the Contract and which shall not appear to have been a controlling or material inducement in the making thereof, the same shall be deemed of no effect and shall be deemed stricken from the Contract without affecting the binding force of the remainder.

G. The Contractor shall submit a Public Disclosure Statement for each whole and partial calendar year during which this Contract remains in effect. Such submittal shall be made prior to January 31st of each calendar year. The failure to file the statement as required under Local Law shall constitute a material breach of Contract. The County may resort to, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. (In addition to all legal remedies, the County of Suffolk shall be entitled, upon a determination that a breach has occurred to damages equal to fifteen percent (15%) of the amount of the Contract).

G50. LEGAL ADDRESS

The address given in the Bid Form upon which the Contract is founded is hereby designated as the place where notices, letters, and other communications of the Contractor may be mailed or delivered. The delivery at the above named place, or the depositing in a postpaid

wrapper directed to the above place, in any mailbox, regularly maintained by the U. S. Postal Service, of any notice, letter or other communication to the Contractor shall be deemed a sufficient delivery thereof to the Contractor. Such address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Owner. Nothing contained herein shall be deemed or preclude or render inoperative the delivery of any notice, letter, or other communication to the Contractor personally.

G51. PATENTS

A. In the event that an invention, process, article or appliance is utilized during construction, erection, operation or maintenance which requires a license or other permission from a patentee, whether or not such invention, process, article or appliance is specifically named in the Specifications or Drawings as acceptable for use in carrying out the work, the Contractor is responsible for obtaining such license or permission at his expense.

B. If before using such invention, process, article or appliance, the Contractor has information that is covered by patent letters making it necessary to secure the permission of the patentee, or others, for its use, he shall so advise the Owner who may direct that some other invention, process, article or appliance be used.

C. The Contractor shall protect and hold the Owner, its officers, agents and employees harmless from any loss or liability for or on account of the infringement of any patent rights in connection with any invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner. Moreover, the Contractor shall indemnify the Owner for all costs, expenses and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the Work.

G52. LIABILITY OF THE OWNER AND THE CONTRACTOR

A. This Contract shall be deemed executory to the extent of the monies available, and no liability shall be incurred by the Owner beyond the monies available for the purpose.

B. All of the duties, liabilities, and/or obligations imposed upon or assumed by the Contractor and the Surety, or either of them, by or under the Contract Documents, shall be taken and construed to be cumulative and the mention of any specific duty, liability, or obligation imposed upon or assumed by the Contractor or the Surety under the Contract Documents shall not be taken or construed as a limitation or restriction upon any or all of the other duties, liabilities, and/or obligations imposed upon or assumed by the Contractor or the Surety by or under the Contract Documents.

G53. EQUIPMENT OPERATING AND MAINTENANCE INSTRUCTIONS

A. Before receiving payment beyond seventy-five (75%) percent of the amended Contract Amount, the Contractor shall have submitted and obtained the Engineer's approval of the Final Equipment Operation and Maintenance Manual. Each Manual shall be prepared specially for this installation and shall include all approved shop drawings, all pertinent and legible instructions, technical bulletins and other printed matter required to provide fully accurate and comprehensive information for the safe and proper operation, maintenance and repair of the equipment item. It shall include, but not be limited to the following:

(1) Catalogs, diagrams, schematics, drawings, instruction bulletins and manuals marked by underlining, checking, the use of arrows or the obliteration or removal of extraneous data, so as to pertain only to the specific equipment item for which the manual is supplied.

(2) Complete electrical schematics and wiring diagrams. Complete wiring between terminal points must be shown.

(3) Drawings, diagrams and illustrations shall be of original quality and clearly legible.

(4) Reference to features and elements of equipment, such as operational limits to time, speed, pressure, temperature, etc., shall be clear, complete and compatible with authoritative published engineering reference documents. Torque ratings shall be given for all bolted connections. All functional components, electrical systems, equipment, etc., shall be shown on diagrams and discussed in the test so as to identify their proper system relationship. Operation, service, troubleshooting, checkout and in-line and bench repair procedures, identifying specific system characteristics of the equipment shall be provided. Detailed start-up and shutdown procedures shall be included as a separate section for each piece of equipment or system.

(5) Recommended procedures and frequencies for preventive maintenance such as inspections, adjustment, lubrication, calibration and cleaning shall be provided including pre-startup checklist and long term shutdown maintenance.

(6) Equipment parts shall be identified by manufacturer's part number and location with relation to other components of the equipment. Complete parts lists shall be included, which indicate the part number, its description, applicable serial and model numbers, current unit prices and the name, address and telephone number of the nearest equipment manufacturer's representative and nearest service and spare parts warehouse. Recommendations as to spare parts and spares inventory levels shall be made. Lead time and shelf life values and preservation, packaging and labeling methods shall be recommended.

(7) All copyrighted material used in the Manual or in any operation required in the performance of the Contract will be preceded by the Contractor obtaining the copyright holder's written permission for the Contractor, Owner and/or Architect/Engineer for use of such material. The Contractor shall hold the Owner and the Architect/Engineer free of any legal responsibility for its use.

B. Each Operation and Maintenance Manual shall be bound in a durable, permanent, stiff cover binder of one (more if required) volume with a complete index of the Manual's contents. Applicable equipment item numbers, as shown in the Contract Documents shall be prominently included at their appropriate location in the index. The title of the Manual shall be securely affixed to the binder in two places: the front cover and the binder back edge. The title shall identify the Project by Capital Fund number and name and state that it is an Equipment Operation & Maintenance Manual.

(1) Covers shall permit easy removal of pages and shall be of the three post, metal hinged, self-expanding type and shall not be overfilled. Covers shall be oil, moisture and wear resistant approximately 9 by l2 inches in size.

(2) Page size shall be 8½ by 11-inches.

Drawings, diagrams and illustrations shall be attached foldouts up to 11 x 17 inches in size; larger sizes shall be inserted in attached clear plastic envelopes marked as to contents.

C. The Contractor's submittal to the Architect/Engineer for approval shall consist of five (5) complete sets of each Operation and Maintenance Manual and five (5) copies of an itemized listing providing cross reference identification between the Specification Sections of the Contract Documents, the approved Shop Drawings, and the Operations and Maintenance Manual submittal. If the Manuals and/or itemized listings are considered inadequate, inaccurate or lacking essential information, they will be returned to the Contractor stamped "Disapproved". All discrepancies will be noted and the Contractor shall rectify all unapproved submittals by replacing submitted portions or adding additional data, as required, to the Manual. The Manual's index of contents and the itemized, cross referenced listing shall be revised to reflect all revisions or additions made. Then five (5) copies of the entire package shall be resubmitted to the Engineer for approval.

D. Upon approval of the Final Equipment Operation and Maintenance Manual by the Architect/Engineer, the Contractor can request payment beyond seventy-five (75%) of the Contract Amount. The Architect/Engineer shall forward the five (5) approved Manuals and the itemized listings to the County/Owner for distribution.

G54. ARCHAEOLOGICAL SALVAGE

A. It is the National policy to have preserved for public use historical and prehistorical sites, buildings, and objects of National significance for the benefit of the people of the United States. Indian ruins come within this policy.

B. Whenever, during the course of construction, historical ruins or objects are encountered, such objects will not be destroyed or moved. Work will be re-scheduled to avoid disturbing such areas and the Engineer will be notified immediately.

C. The Engineer will, thru proper channels, notify the Owner who will arrange to have an immediate inspection of the site made by the State Education Department.

D. In the event that the objects are to be removed or salvaged, agreements between the Commissioner and the Contractor will be made to cover the cost of any extra work. Such work will be limited to that performed with the Contract limits.

G55. SURVEY, STAKEOUT AND MONUMENTS

A. The Contractor will stake out the work and will set necessary grade and stakes and the Contractor is required to preserve all stakes, bench marks, set or established.

B. All base lines and all bench marks for grades will be established by the Contractor. The Contractor shall, with his own forces, obtain working or construction lines or grades as needed and in accordance with the base measurements, and subject to the check and review of the Owner. The Engineer is not responsible for errors of the Contractor.

C. During the course of construction, the Owner reserves the right to revise the alignment and/or grades shown on the drawings. The Contractor shall make such changes directed by the Owner.

D. All property lines and survey monuments which may be disturbed during construction shall be properly tied to fixed points before being disturbed, and properly re-set by the Contractor upon the completion of the work as directed by the Engineer.

G56. PROTECTION OF PROPERTY

A. It is the intent of this specification that the Contractor protect any and all public and private property including all existing vegetation. The Contractor shall use every precaution necessary and perform the work as specified, in a manner approved by the Engineer, to prevent damage, injury, pollution or destruction.

B. The Contractor shall use all precaution necessary to prevent damage to public and private facilities. In case of failure on the part of the Contractor to restore damaged property, the Owner may, upon forty-eight (48) hours written notice to the Contractor, proceed to have the necessary repairs, rebuilding or restoration work performed, and the cost thereof may be deducted from any monies due the Contractor under this Contract.

C. As soon as subsurface Work is completed, the Contractor shall fulfill his contractual obligations and reinstate properties to their original conditions to the satisfaction of the Owner.

D. The Contractor shall take all necessary precautions and shall furnish equipment if required to handle any water, sewage, storm, seepage, surface and flood flows which may be encountered at any time during construction of the work and he shall assume all costs connected therewith.

E. On multiple prime contracts the General Construction Contractor shall maintain pumping devices and other equipment as may be required to keep the work in safe and dry conditions at all times.

G57. CLOSING OF HIGHWAYS

A. The legal closing of a County Road to public travel in the manner provided by §104 of the Highway Law will be done by the Commissioner of Public Works when he deems such closing necessary. All highways are not so closed during highway construction operations.

B. When a Highway is legally closed and public travel diverted therefrom, adequate warning, danger and direction signs and lights shall be erected and maintained by the Contractor to properly protect and direct public travel by day and by night. Suitable barricades shall also be erected at the ends of such closed sections of highways and large signs displayed indicating such closure. All signs, barricades and other traffic control devices used shall conform to the New York State Manual of Uniform Traffic Control Devices.

C. If the Contractor requires the closing of any highways or roads other than County Roads, the Contractor must acquire approval from the municipality having jurisdiction.

G58. CONSTRUCTION EQUIPMENT ON MUNICIPAL ROADWAYS

A. It is the intent of these specifications to permit the use of the most efficient equipment that is consistent with conditions at the time of use. It is, however, anticipated that seasonal or weather conditions combined with the nature of the

terrain will often require the use of lighter and smaller equipment that might be used under optimum conditions.

Construction equipment having a gross single axle load in excess of 22,400 pounds or a gross tandem axle load in excess of 36,000 pounds shall not be operated on or across any segment of pavement or structure which is to be retained as part of the ultimate highway section without specific authorization in writing by the Engineer. This authorization shall indicate specifically the limits within which such equipment with over-legal axle loads shall operate, the frequency of such loads and any other limiting factors consistent with conditions.

If the Engineer determines that the use of heavy equipment on portions of the road section other than pavement, on any part or all of a contract, is having or will result in detrimental effects on the finished highway, he will so notify the Contractor in writing and shall indicate the maximum weight and/or axle load for any equipment that may be used for any specific operation or location.

B. The type of equipment shall be such as to minimize the damage during construction to pavement, trees, private property, utilities and other existing structures. Damage done to pavement or property due to unnecessarily heavy Contractor's equipment shall be repaired by the Contractor at the Contractor's expense.

C. The Contractor shall be responsible for curtailing noise, smoke, fumes or any other nuisance resulting from his operations. He shall, upon written notification from the Owner, make any repairs, replacements, adjustments, additions and furnish muffler when necessary to fulfill requirements.

G59. FINAL CLEANUP

A. All work shall be neatly cleaned up upon completion according to the Engineer's directions, and be left in a neat and orderly condition.

B. Any salvaged material not specified to be disposed of otherwise, shall become the property of the Contractor and removed from the site.

C. All areas damaged by the Contractor's operations shall be restored to their pre-construction condition.

G60. WORK AFFECTING RAILROADS

A. Supervision

All work on any project affecting the Railroad Company's property, right-of-way facilities, including temporary track detour, shall be carried out under the joint

supervision of the Department of Public Works and the Railroad Company in a manner satisfactory to both these agencies.

B. Railroad Approval

The Contractor shall obtain the written approval of the Chief Engineer of the railroad company or companies affected in respect to the details and methods to be employed in constructing any structures, track detours, falsework, removal of structures, allowable track clearances, and any or all other details that may in any manner affect the operation or maintenance of any or all railroad facilities. Equipment used for the erection, or removal, of structures over railroad facilities, shall have a minimum lifting capacity of one hundred-fifty percent (150%) of the liftweight (Operational capacity limited to sixty-six and two-thirds percent (66 $^{2/3}$%) of the tipping load). The requirement that written approval shall be obtained from the Chief Engineer of the railroad company shall be complied with before the Contractor begins actual construction work. The Contractor shall include in his unit prices bid for this work all the costs of these requirements including any expense occasioned by delay or interruption of his work by reason of the operation or maintenance of the railroad facilities. Approval by the Chief Engineer of the railroad company or companies affected does not absolve the Contractor from any liability resulting from his contractual operations.

C. Railroad Clearances

No temporary bridge, falsework, staging or obstructions shall be erected over the track or tracks where the vertical underclearance is less than 22' over top of rail until the existing bridge warnings have been relocated or new or temporary bridge warnings are installed by the railroad company affected and are in service. The Contractor shall so conduct his work and handle his equipment that no part of any material or equipment shall foul an operated track or wire lines without written permission of the Chief Engineer of the railroad company. When the contractor desires to foul an operated track, he must give the Chief Engineer of the railroad company at least eight (8) days notice, in writing, of his intentions so that proper protection can be arranged. An operated track is fouled when any object is brought closer than eight (8) feet from the center line of the track unless it is lower than the top of the rail. Absolute minimum temporary underclearance above top of high rail shall be indicated on the plan or in the proposal. Cranes, shovels and any other equipment shall be considered to be fouling track when located in such a position that failure of same with or without load brings the equipment within the fouling limit. A power line wire is fouled when any object is brought to a point less than six (6) feet therefrom.

D. Railroad Employees

When, in the opinion of the Chief Engineer of the Railroad Company, the Contractor's normal operations in progressing his contract are such that an operated track is or might be fouled or railroad traffic endangered, the Railroad Company will

employ protective labor, when found necessary for railroad operations. When an item for Railroad Protection is included in the contract, the Contractor shall pay for such services.

All services for protective labor and similar protective service occasioned by the operation of the Contractor, except as noted in the preceding paragraph, shall be at the sole expense of the Contractor and the Contractor shall include all such costs in his unit bid prices for such protection.

The Contractor shall, at his own expense, carry compensation and other insurance for protective labor furnished by the Railroad Company.

It is agreed that the furnishing of any protective labor shall not relieve the Contractor from any liability of payment for any damage caused by his operations.

E. Foundations

Foundations may be extended or lowered if deemed necessary by the Chief Engineer of the Suffolk County Department of Public Works and the Chief Engineer of the Railroad Company only if such change is ordered by the Chief Engineer of the County Department of Public Works. Any and all increases in quantities caused by changes of this character will be paid for at the unit prices bid for the respective items involved.

F. Contractor's Private Grade Crossing

If the Contractor elects, and the railroad company approves, to have installed for his own use a private grade crossing at the site of the work, he shall make a formal request to the railroad company for such a crossing. After he has entered into an agreement with the railroad company pertaining to the size and type of crossing, the payment of the cost for installing and removing the crossing, the obtaining of the necessary insurance for the protection of the railroad company, and the agreement as to the required protection to railroad traffic when the crossing is in use, the railroad company will install and remove the temporary crossing at the sole expense of the Contractor.

G. Sidetrack Facilities

When sidetrack facilities are required by the Contractor, he shall at his sole cost and expense, make the necessary arrangements for the use of existing sidings, tracks not in service or the construction of new sidings. He shall, at his sole cost and expense, restore any and all existing sidings and tracks used for sidetrack facilities to the condition existing prior to its or their use by the Contractor. The construction, location and use of all sidetrack facilities are to be subject to the approval of the Chief Engineer of the railroad company. It shall be understood that the railroad

company may move the Contractor's cars, placed on existing sidings, at any time, to permit the placing of cars for said railroad company's business.

When any turnouts from the main tracks are approved by the railroad company such turnouts will be furnished, installed and removed by the railroad for sidetrack facilities will be furnished, installed and removed by the railroad company at the Contractor's expense.

When available from railroad stock, the railroad company will furnish on the request of the contractor, at its current prices plus its usual overhead for labor and materials, such materials as may be required for the restoring of existing sidings used for sidetrack facilities and for the construction of additional sidetracks.

H. Use of Explosives

Blasting shall be conducted in such a manner as not to endanger the public or obstruct highways or endanger facilities or operation of the railroad. The Contractor shall furnish, while blasting, at his own expense, watchmen and other protection necessary to protect the public and railroad.

I. Railroad Use of Completed Work

The Contractor agrees that the railroad company may, prior to the completion of the work to be performed under contract and the acceptance thereof, enter upon and use any portion of said work without any compensation whatever to the Contractor for such use, and without any compensation or payment whatever to the Contractor for any delay in the work caused by such use. The taking possession and use shall not be deemed an acceptance of the work so taken and used or any part thereof.

The Contractor shall take special care and vigilance to avoid injury to the trains, tracks or other facilities of the railroad company and shall conduct his work so as not to interfere with the movement of trains or other operations of the railroad company. Whenever work may affect the safety or movement of trains, the method of doing the work shall first be submitted to the Chief Engineer of the railroad company for his approval, and no work affecting such safety or movement of trains shall be commenced or prosecuted until written approval of the Chief Engineer of the railroad is received. It is understood that the approval of the Chief Engineer of the railroad will not release the Contractor from any responsibility for any damages to the railroad company caused by the acts of the Contractor or his employees and Sub-Contractors.

If, during the carrying out of the work covered by this contract, the trains, tracks or other facilities of the railroad company are endangered, the Contractor shall immediately do such work as directed by the Engineer to restore safety and, upon failure of the Contractor to carry out such orders immediately, the railroad company may, with the approval of the Engineer, take whatever steps are necessary to restore safe conditions. The cost and expense to the railroad company of restoring safe

conditions or of any damage to the railroad company's trains, tracks or other facilities caused by the Contractor's operations shall, when approved by the Engineer, be considered a charge against the Contractor and shall be paid for by him, or upon his failure or refusal to pay such charge within a reasonable time after the railroad company submits the bill to him, the amount thereof may be deducted from any monies due or that may become due to him under this contract, and any such sum so deducted may be paid to the railroad company after an audit by the County of the items of such cost and expense.

J. Coordination of Work

The Contractor shall be responsible for the coordination of the work of his various Sub-Contractors. The Contractor shall coordinate with the railroad company in carrying out railroad time and materials work. When the work of the Contractor or Sub-Contractor dovetails with the railroad time and materials work, the materials shall be delivered and the operations conducted so as to carry on the work continuously in an efficient and workmanlike order. Delays or oversight on the part of the Contractor or Sub-Contractors in getting any or all of their work done in the proper way, thereby causing cutting, removing and replacing of work already in place shall not be the basis for a claim for extra compensation.

K. Railroad Equipment

It is agreed that if the Contractor elects to use work trains or any railroad equipment which operate on the tracks of the railroad company, the operation of such trains and equipment is subject to any requirements determined upon by the Chief Engineer of the railroad company. It is understood that the cost of the services of any railroad employees required by the railroad company to operate such trains or equipment is to be paid by the Contractor. This shall include the cost of necessary flagmen.

L. Operation of Railroad

The Contractor shall make every possible effort to reduce to a minimum the length of time that a Railroad Company will have to operate over any track detour, and to this end he shall continue full operation throughout the winter months, if directed by the Chief Engineer of the Suffolk County Department of Public Works, on any and all work necessary to permit the Railroad Company to restore its tracks in their permanent location as quickly as possible. The Contractor shall conduct his work so that schedule speed can be maintained by the Railroad at all times.

M. Telephone, Telegraph and Signals

The cost of all changes in telegraph, telephone and signal lines made necessary to clear the site for the structures, shall be charged to the project. The cost of all changes in telegraph, telephone and signal lines made for the convenience of the Contractor shall be paid for by the Contractor as part of his construction costs.

G61. MAINTENANCE OF TRAFFIC

A. The traffic is to be maintained over the existing thoroughfares within the scope of the project. In cases where temporary means are required for maintenance of traffic, the Contractor shall provide such means.

B. Before the Contractor shall in any way or manner restrict or interfere with the normal flow of traffic, he must first submit to the Engineer for his approval a plan for maintenance and detouring of traffic.

C. All temporary means constructed by the Contractor for maintaining traffic shall be removed upon completion of the work unless otherwise specified by the Engineer and any damage done to public or private property shall be made good by the Contractor.

D. All dirt spilled from the Contractor's trucks on existing pavements over which it is hauled or which has otherwise been deposited thereon shall be removed by the Contractor.

E. Streets and thoroughfares shall be constructed over trenches for pedestrian and vehicular traffic.

F. The Contractor shall at all times conduct his operation in a manner to insure the safety of not only the motorist but also the pedestrian and his own employees.

G. The Contractor shall provide a sufficient number of competent flagmen in areas where traffic is congested, particularly where construction equipment is operating.

H. If the Contractor fails to maintain and protect traffic safely and adequately, the Owner may correct the adverse conditions and the entire cost of this work shall be deducted from any monies due the Contractor on this contract.

I. The Contractor will be required to consult with authorities having jurisdiction to ascertain requirements with respect to detouring and street closures and their directions are to be fully complied with in all details.

G62. DELIVERY, HANDLING AND STORAGE OF MATERIALS

A. All arrangements for delivery and handling of material and equipment throughout the prosecution of the work shall be the Contractor's responsibility.

B. Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms, or other hard, clean surface and not on the ground, and shall be placed under cover when directed. Stored material shall be located so as to facilitate prompt inspection.

Lawns, grass plots, or other private or public property shall not be used for storage purposes without written permission of the Owner or lessee of such property.

C. The materials used in construction shall be so disposed as not to endanger the work, and so that full access may at all times be had to partly completed work and structures, and they shall be so distributed as to cause no injury to those having access to the work or any of the units. Materials, tools and machinery shall not be piled or placed against trees. All fire hydrants must at all times be kept free and unobstructed and water and gas shut-off boxes, underground power and telephone line manholes must be kept uncovered by such material.

D. The location of all temporary facilities necessary in connection with delivery and handling of material shall not interfere with work carried on by the Owner or by other Contractors.

G63. WATER FOR CONSTRUCTION PURPOSES

The Contractor shall abide by all rules and regulations established in connection with the use of water. He shall pay for all water used and any facilities required to convey the water to and about the work.

G64. LAWFUL HIRING OF EMPLOYEES LAW IN CONNECTION WITH CONTRACTS FOR CONSTRUCTION OR FUTURE CONSTRUCTION

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 353. In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

SUPPLEMENTARY CONDITIONS
BUILDINGS

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SC1. LABOR AGREEMENT

The Project Labor Agreement **is** in effect for this project.

See "Special Notes" section for the Project Labor Agreement.

SC2. MAINTENANCE BOND

A. As a condition precedent to the completion of this Contract, the Contractor shall furnish a maintenance bond of a surety company acceptable to the Owner, in an amount of fifty percent (50%) of the Contract Price to protect the Owner against the results of defective materials, workmanship and equipment for **ONE year(s)** from the date of Substantial Completion. The bond shall be delivered to the Owner as a prerequisite to "Substantial Completion" of Contract Work and shall be in the format provided by the Owner.

(1) The surety on the bonds shall be a corporate surety licensed to transact business in the State of New York and also listed by the United States Treasury Department in its latest list as a qualified surety acceptable to the United States Government. The bonds will not be accepted if the amount exceeds the limit for which the United States Treasury Department has qualified the surety for any one bond, unless the excess is reinsured with surety companies in an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the bond must accompany the bond.

B. In the event the existence of defects in the materials, equipment or workmanship or other noncompliances with the Contract Documents develops within the maintenance period, the Contractor shall be required to immediately make good and rectify all defects as a prerequisite to the release of the maintenance bond. If the Contractor shall fail or neglect to satisfy the requirement of the Owner with respect to making necessary corrections, then the Owner may proceed to have the Work executed by others. The surety on the maintenance bond shall be liable as guarantor for payment for the costs and expenses of such corrective and remedial work.

C. At the end of the maintenance period, as specified above, the Owner may make or cause to be made a reinspection of the Work. If the Work is found satisfactory in accordance with the Contract Documents, the Owner will approve the release of the maintenance bond.

SC3. GUARANTEE OF WORK

A. Except as otherwise specified, the Contractor shall and does hereby guarantee all work as called for in the various portions of the Contract Documents, regardless of whether it was performed by the Contractor or his subcontractor, against

defects resulting from the use of inferior materials, equipment or workmanship for **ONE year** from the date of Substantial Completion.

B. The guarantee of the Contractor shall be in addition to the individual specific guarantees called for in the Specifications. These special guarantees shall be obtained, stamped, signed and dated by the Contractor, indicating that they comply with the requirements of the Contract Documents and as otherwise prescribed by law.

C. All special guarantees shall be delivered to the Engineer for his review and submission to the Owner in bound volumes, properly identified by division, indexed and signed and dated by the Contractor before Final Payment may be received.

D. If, within the guarantee period, or as a result of the re-inspection at the end of the guarantee period, repairs or changes are required in connection with the guaranteed work, which in the opinion of the Engineer, are rendered necessary as the result of the use of materials, equipment or workmanship which are defective or inferior, or not in accordance with the Contract, the Contractor shall promptly upon receipt of notice from the Owner and without expense to the Owner: Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein; and make good all consequential and subsequent damage to the structure, site, equipment or contents as determined by the Engineer; and make good all work or materials or the equipment and contents of structures or site disturbed in fulfilling any such guarantee.

E. In any case, where in fulfilling the requirements of the Contract or of any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Architect or Engineer and guarantee such restored under such other Contract.

SC4. LIQUIDATED DAMAGES

A. Inasmuch as the damage and loss to the Owner which will result from a failure by the Contractor to complete the Work within the period specified, or extended as herein provided, are difficult to compute accurately but may include interest on moneys borrowed for construction, additional engineering, legal and auditing costs, inspector's wages, loss from the inability of the Owner to enter into possession, inconvenience to the public resulting from the unavailability of the public improvement, the damages to the Owner for delay in case of such failure on the part of the Contractor under the Contract shall be liquidated in the sum as stipulated in the Agreement for each consecutive calendar day (Sundays and holidays included) in excess of the time specified, the intent being to compute separately the per diem liquidated damages with respect to each contract. The Owner is fully authorized and empowered to deduct and retain the amount of all

damages determined as hereinafter stipulated for each calendar day that the Contractor is late in completing the Work, from any moneys due or to become due to the Contractor under the provisions of the Contract, at any time after such damages are so incurred. In the event such damages exceed the amount of all moneys due or to become due, the Contractor or his surety shall pay the balance to the Owner.

The Contractor waives any objection as to the reasonableness or validity of this provision, and hereby acknowledges that said provision constitutes a reasonable forecast of the actual harm that the County may sustain as a result of a delay in the work.

B. Liquidated damages for multiple or concurrent contracts are computed and assessed separately for each contract.

C. For each calendar day that any work shall remain uncompleted after the contract date specified for the completion of the Work provided for in the Contract, the sum specified in the Contract will be deducted from any money due the Contractor, not as a penalty but as liquidated damages provided however that due account shall be taken of any adjustment of the Contract time for completion of the Work as provided for elsewhere in the General Conditions.

D. The Engineer will recommend to the Owner the number of calendar days that the Contractor is late in completing the Work under this Contract. The decision of the Owner shall be final in the case and shall be binding and conclusive upon all parties to the Contract.

E. If for any reason the Contractor discontinues, abandons or renounces the Work on this Project, the Owner shall be fully authorized and empowered to deduct and retain the amount of any damages previously stipulated for each calendar day that the Contractor shall be delayed in completing the Work. In the event the Owner obtains another Contractor to finish the work, the amount to be deducted shall be the liability of the Contractor or his Surety as previously stipulated. The damages shall be measured from the stipulated completion date until the date the Work is Substantially Complete.

SC5. CONSTRUCTION OPERATIONS

Immediately upon award of the Contract, the contractor shall furnish in writing to the Engineer for the Owner's approval the sources of supply, types of all items and kinds of material which he proposes to use in the Work. No changes shall be made in the sources of supply or kinds of material or in the type of any item except upon written approval of the Owner.

SC6. SUBLETTING

The Contractor shall perform with his own organization Contract Work amounting to not less than fifty percent (50%) of the original total Contract Price, except that any items designated by the Owner as 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total Contract Price before computing the amount of work required to be performed by the Contractor with his own organization.

A. 'His own organization' shall be construed to include only workmen employed and paid directly by the Contractor and equipment owned or rented by him, with or without operators.

B. 'Specialty Items' shall be construed to be limited to work that requires specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the Contract as a whole and in general are to be limited to minor components of the overall contract.

SC7. MODIFICATIONS TO THE INSTRUCTIONS TO BIDDERS

A. The "Instructions to Bidders" shall be modified as follows:

(1) Delete reference to the specimen Bonds from the index and mark pages as Not Used.

(2) Add Section I2(G) as follows:

G. NON-WICK'S LAW PROJECT

a. This project is estimated to be valued at greater than $1,500,000.00 and in accordance with provisions in the New York State Labor Law, this project will be bid as a single prime contract with a Project Labor Agreement. Each bidder on a public work contract, where the preparation of separate specifications is not required, shall submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (a) plumbing and gas fitting (i.e., Plumbing Work), (b) steam heating, hot water heating, ventilating and air conditioning apparatus (i.e., HVAC Work including fire sprinkler) and (c) electric wiring and standard illuminating fixtures (i.e., Electrical Work). After the low bid is announced, the sealed list of subcontractors submitted with such low bid shall be opened and the names of such subcontractors shall be announced, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the County, upon a showing presented to the County of legitimate construction need for

such change, which shall be open to public inspection. Legitimate construction need shall include, but not be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to paragraph (e) of subdivision 2 of section 222 of the Labor Law, or the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract. The sealed lists of subcontractors submitted by all other bidders shall be returned to them unopened after the contract award.

SC8. MODIFICATIONS TO THE GENERAL CONDITIONS

A. The "General Conditions" shall be modified as follows:

(1) The last two sentences of Article G38 Paragraph A1 are to be removed and replaced with the following:

As soon as practicable thereafter, the Owner will pay the Contractor an amount equal to ninety percent (90%) of the value of such work, materials and equipment indicated on the periodic estimate, less the amount of all previous payments. The remaining ten percent (10%) shall be deducted from each and every estimate made under the Contract and shall be retained until substantial completion of all Work covered by the Contract.

(2) Article G18(G)(5) All Builders Risk and Flood Insurance is not required for this project.

(3) Article G18(G)(6) Installation Floater is required for this project.

(4) Article G18(G)(7) Insurance Coverage for Work on Railroad Property is not required for this project.

(5) Article G18(G)(8) Insurance Coverage for Work Activity on Water is not required for this project.

(6) Article G29 WORKING HOURS, HOLIDAYS AND OVERTIME, paragraph A should be modified to read: It is the intent of the Contract that the Contractor provide sufficient work force at all times during **evening** (5:00 PM-1:00 AM) and weekend working hours (7:00 AM-3:00 PM) and days of each week to complete the Work without resorting to overtime work, except when the Contract specifically states that work shall be accomplished during the Owner's working hours, or when the nature of the work is such that it can only be performed during the Owner's working hours.

SPECIMEN AGREEMENT

CONTRACTS

AND

BONDS

FOR

CAPITAL PROJECT NO.

CONTRACT NO.

COUNTY OF SUFFOLK
DEPARTMENT OF PUBLIC WORKS
YAPHANK, NEW YORK

EDWARD P. ROMAINE, COUNTY EXECUTIVE

CHARLES J. BARTHA, P.E. COMMISSIONER

CONSULTANT(S):

COUNTY OF SUFFOLK - DEPARTMENT OF PUBLIC WORKS - YAPHANK, NEW YORK

Agreement for:
Capital Project No.

This Contract Agreement is made and entered into as of the date last signed between the County of Suffolk (COUNTY), a municipal corporation of the State of New York having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Department of Public Works located at 335 Yaphank Avenue, Yaphank, New York 11980-9744 (DEPARTMENT), and (CONTRACTOR), having its principal office at .
TOTAL COST OF AGREEMENT (BASE BID PLUS ALTERNATES): $ (Dollars)

TERMS AND CONDITIONS: Shall be as set forth in EXHIBITs "A" and "B" to this Agreement, the "Bid Form", the "Project Manual" and associated addendum(s) except where indicated as "Intentionally Deleted".

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below.

COUNTY OF SUFFOLK

By:_____
Name:_____
Title:_____
Tax ID:_____
Date:_____

By:_____
Name: Kevin B. Molloy
Title: Chief Deputy County Executive

Date:_____

APPROVED AS TO FORM:
Suffolk County Attorney's Office

By: _____
Name: Stephanie M. Suarez
Title: Assistant County Attorney

Date: _____

APPROVED:
Department of Public Works

By:_____
Name: Charles J Bartha, P.E.
Title: Commissioner

Date:_____

RECOMMENDED:
Division of

By: _____
Name:_____
Title:_____

Date: _____

(Acknowledgement by Contractor if a Corporation)

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

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

_____
Notary Public

WHEREAS, the County of Suffolk performs various public works construction projects throughout the County which require the retention of the services of a construction contractor(s) to provide these services; and

WHEREAS, the County advertised a Notice to Bidders beginning for these services; and

WHEREAS, bids were received on to perform the necessary tasks as outlined in the Project Manual and; and

WHEREAS, the bids were reviewed on and, based upon this review it was determined by this Department, on behalf of the County, that the lowest responsible bidder, , be awarded said contract.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants and agreements hereinafter set forth, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish all materials, appliances, tools and labor, and complete in the most substantial and workmanlike manner, Contract No. – 1,2,3 or 4 work shown on the Drawings and described in the Specifications entitled: CP# AND NAME and shall do everything required by this Contract Agreement, the Project Manual, the Bid Form (as executed and submitted by Contractor), the Specifications, any Addendum(s) issued prior to the date of receipt of the Proposal Form, and the Plans and/or Drawings; all of which taken together, constitute the Contract Agreement, and are as fully a part of this Agreement as if repeated herein in full.

ARTICLE 2. TIME OF COMPLETION

The undersigned hereby agrees that the Work pursuant to the Contract Documents shall commence immediately upon receipt of a written Notice to Proceed and shall complete the Work as indicated within days as measured f from the date of issuance of the notice to proceed (hereinafter "Time for Completion).

The undersigned further agrees that the Owner may retain from the monies that are or which may become due the amount of **Dollars ($) Dollars** for each consecutive calendar day the completion of the Work may be delayed beyond the time stipulated, and such amount so to be retained, is hereby agreed to be liquidated damages accruing to the Owner incident to such delay.

The undersigned hereby further agrees if the Time for Completion of the Contract is exceeded, the Contractor shall become responsible for the cost of inspection performed by the Engineer beyond the specified Time for Completion. The amount of the Engineer's invoices shall be computed on an hourly basis at the Engineer's normal billing rates, and subtracted from the payments due to the Contractor. Extension of time granted to the Contractor shall not reduce or eliminate the Contractor's liability for payment of inspection cost beyond the specified Time for Completion.

ARTICLE 3. INDEMNIFICATION

The Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

ARTICLE 4. VISIT TO SITE

The submission of a Bid will be construed as conclusive evidence that an examination of the site has been made in accordance with "INSTRUCTIONS TO BIDDERS, Article 8, VISIT TO SITE".

ARTICLE 5. REVIEW OF CONTRACT DOCUMENTS

The Contractor warrants that he has carefully examined all Drawings and Specifications of all branches of trades, including the Drawings and Specifications, for the purpose of thoroughly acquainting himself with the exact nature and extent of the work included under each heading and Contract and hereby waives all rights for subsequent claims for additional cost of labor, material, appliances, or equipment, for difficulties encountered which could have been foreseen by such examination.

ARTICLE 6. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE; JURY WAIVER

This Contract is to be construed and enforced pursuant to the laws of the State of New York and the Contractor agrees to submit any and all controversies arising out of the Contract to the courts located in Suffolk County, New York and those courts only. Contractor hereby waives any right to trial by jury in connection with any dispute, controversy, action, claim, counterclaim, crossclaim or defense arising out of or relating to this Contract.

ARTICLE 7. SEVERABILITY

It is expressly agreed that if any term or provision of this Agreement and any amendment hereto, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement and any amendment hereto, 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 and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

ARTICLE 8. MERGER

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Agreement.

ARTICLE 9. NO ORAL CHANGES

No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

ARTICLE 10.INDEPENDENT CONTRACTOR

It is expressly agreed that the status of the CONTRACTOR and the COUNTY hereunder are that of independent contractors. Neither the CONTRACTOR, nor any person hired by the CONTRACTOR, shall be considered employees of the COUNTY for any purpose whatsoever.

ARTICLE 11. THE CONTRACT AMOUNT

The County shall pay the Contractor for the full performance of the Contract Agreement the amount of Dollars ($) - (including Alternates -) in Partial and Final Payments as provided for in the General Conditions of the Contract. Additions to and deletions from this Amount may be made as provided herein and in the General Conditions of the Contract.

ARTICLE 12. NON APPROPRIATIONS CLAUSE

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by COUNTY under this Agreement beyond the amount of funds appropriated by this Legislature for the Project covered by this Agreement.

ARTICLE 13. SUCCESSORS AND ASSIGNS

The Consultant/Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract, or his right, title, interest or duties herein, or his power to execute this contract, to any other person or corporation without the previous written consent in writing of the County.

ARTICLE 14. ARREARS TO COUNTY

Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the COUNTY upon debt or contract and is not in default as surety, contractor or otherwise on any obligation to, or contract with the COUNTY.

ARTICLE 15. SET-OFF RIGHTS

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 contract up to any amounts due and owing to the County with regard to this contract and/or 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 finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

ARTICLE 16. CIVIL ACTIONS

The Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

ARTICLE 17. CERTIFICATION

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

ARTICLE 18. INCONSISTENT PROVISIONS

The provisions of this Exhibit A shall prevail over inconsistent provisions of any other exhibit and over any other document not specifically referred to in this Agreement or made part hereof by this Agreement or by a subsequent addendum or amendment to this Agreement in writing and signed by both parties, except to the extent that such provisions of this Exhibit A are specifically referred to and amended or superseded by such exhibit, addendum or amendment.

ARTICLE 19. COPYRIGHTS

The (Contractor) hereby represents and warrants the (Contractor), will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this (Contract). Furthermore, the (Contractor) agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

End of Exhibit "A"

Suffolk County Legislative Requirements

NOTE: THE CONTRACTOR'S COMPLETED LEGISLATIVE REQUIREMENTS FORMS REFERENCED HEREIN ARE AVAILABLE ON FILE AT THE DEPARTMENT NAMED ON THE SIGNATURE PAGE OF THIS CONTRACT.

These Legislative Requirements, as may be amended from time to time, shall apply to the Contractor regardless of whether notice of such amendments has been provided to the Contractor by the County. It is the Contractor's obligation under this Contract to read, become familiar with, and comply with the requirements of amended Suffolk County Local Laws, Rules and Regulations, which can be accessed on the homepage of the Suffolk County Legislature.

1. Contractor's/Vendor's Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-8 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-8 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, section A5-8 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:
Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:

Suffolk County Living Wage Form DOL-LW-1/38 (Revised 1/2026) entitled "Suffolk County Department of Labor, LICENSING & CONSUMER AFFAIRS –Notice of Application for County Compensation-Living Wage Certification/Declaration-Subject to Audit.

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

a. The Contractor shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:
Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor, Licensing & Consumer Affairs – Union Organizing Certification/Declaration - Subject to Audit."

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of

which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect

to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the Contract, and whenever a new contractor or subcontractor is hired under the terms of the Contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

"Suffolk County Department of Labor, Licensing & Consumer Affairs – Notice of Application to Certify Compliance with Federal Law (8 U.S.C. Section 1324A) with Respect to Lawful Hiring of Employees, Suffolk County Code, Chapter 353 (2006)" DOL-LHE 1 / 2 .

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Safeguarding Personal Information of Minors

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 20-2013, a Local Law to Safeguard the Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying information of any minor participating in their programs.

13. Contract Agency Performance Measures and Reporting Requirements

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 41-2013, a Charter Law to Implement Performance Measurement to Increase Accountability and Enhance Service Delivery by Contract Agencies (Article VIII of Chapter 189 of the Suffolk County Code).

All contract agencies having a contract in excess of $50,000 shall cooperate with the contract's administering department to identify the key performance measures related to the objectives of the service the contract agency provides and shall develop an annual performance reporting plan. The contract agency shall cooperate with the administering department and the County Executive's Performance Management Team to establish working groups to identify appropriate performance indicators for monthly evaluation of the contract agency's performance measures.

14. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

15. Suffolk County Code of Ethics

As required by Suffolk County Standard Operating Procedure A-06, the following is a link to the Suffolk County Ethics Booklet, which contains the provisions of the Suffolk County Code of Ethics:
https://suffolkcountyny.gov/Portals/0/formsdocs/Boardofethics/2%2024%20BLUE%20BOOK%20UPDATED.pdf

16. Notification of Cyber Security Breach

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-22 of Article V of the Suffolk County Administrative Code.
The Contractor (as defined in section A5-22) certifies that it has policies and procedures in place for the effective management of any cyber security breach, event or attack. The Contractor shall, within 48 hours, notify the Chief Information Security Officer ("CISO") at the Office of Information Technology located at William J. Lindsay County Complex – Building 50, 725 Veterans Memorial Highway, Hauppauge, New York 11788 and the Department named on the signature page of this Contract, of any cyber breach, event or attack, as defined in section A5-22 of Article V of the Suffolk County Administrative Code. The Contractor, upon completion of its investigation of the cyber breach, event or attack, shall provide a written report of the findings of the completed investigation to the CISO.

End of Exhibit "B"

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that we,_____ _____of _____ _____,(hereinafter called the "PRINCIPAL") and _____ _____, a corporation created and existing under the laws of the state of _____,having its principal office in _____ _____ (hereinafter called the "SURETY") are held and firmly bound unto the County of Suffolk, New York (hereinafter called the "COUNTY") in the full and just sum of _____ dollars ($_____) good and lawful money of the United States of America, for the payment of which said sum of money well and truly to be made and done, the said PRINCIPAL binds himself, his heirs, executors and administrators, successors and assigns, and the said SURETY binds itself, its successor and assigns jointly and severally firmly by these presents:

WHEREAS, said PRINCIPAL is named as a party in a certain written Contract, entered into as of the date last signed, with the COUNTY OF SUFFOLK, NEW YORK for - Capital Project No. – Contract No. - - which agreement has been, or is about to be, executed.

NOW THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the said PRINCIPAL shall well, truly and faithfully comply with and perform all the terms, covenants and conditions of said Contract Agreement on his part to be kept and performed, according to the true intent and meaning of said Contract, and shall protect the said COUNTY against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said COUNTY or its officers or agents or which the said COUNTY may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair or maintenance thereof or the manner of doing the same, or the neglect of the said PRINCIPAL or his agents or servants, or the improper performance of the said work by the said PRINCIPAL, or his agents or servants, or the infringement of any patent or

patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and virtue.

And, the said SURETY, for value received, hereby stipulates and agrees, if requested to do so by the COUNTY, to perform and complete the work mentioned and described in said Contract Agreement, pursuant to the terms, conditions and covenants thereof. If for any cause, said PRINCIPAL fails or neglects to so fully perform and complete said work, the said SURETY further agrees to commence said completion of the work within twenty days after notice thereof from the County, and to complete the same with all due diligence.

And, the said SURETY for value received hereby stipulates and agrees that no change, extension, alteration or addition to the terms of this Contract Agreement or Specifications accompanying the same shall in any way affect its obligation of this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

PRINCIPAL

(SEAL) _____

By _____

Title_____

Date _____

SURETY

(SEAL) _____

By _____

Title _____

Date _____

(The Surety must attach a summary financial statement and a copy of the resolution which authorizes the execution of bonds by officers of the company to <u>both</u> executed copies of the Faithful Performance Bond and Labor and Material Bond.)

(Acknowledgement by Contractor, if a **Corporation**)

STATE OF NEW YORK)
) SS:
COUNTY OF_____)

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

(SEAL)

_____
Notary Public County

(Acknowledgement by **Surety Company**)

STATE OF NEW YORK)
)SS:
COUNTY OF_____)

On this ____ day of _____, 20___, before me personally came and appeared _____to me known, who being by me duly sworn, did depose and say that he resides in_____ and that he is Attorney-in-Fact of _____ the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; 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.

(SEAL)

_____
Notary Public County

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____ of _____ (hereinafter called the "PRINCIPAL") and _____, a corporation created and existing under the laws of the state of_____, having its principal office in _____ (hereinafter called the "SURETY") are held and firmly bound unto the County of Suffolk, New York (hereinafter called the "COUNTY") in the full and just sum of _____ Dollars ($_____) good and lawful money of the United States of America, for the payment of which said sum of money well and truly to be made and done, the said PRINCIPAL binds himself, his heirs, executors and administrators, successors and assigns, and the said SURETY binds itself, its successor and assigns jointly and severally firmly by these presents:

WHEREAS, said PRINCIPAL is named as a party in a certain written Contract, entered into as of the date last signed with the COUNTY OF SUFFOLK, NEW YORK for - Capital Project No. – Contract No. - - which agreement has been, or is about to be, executed.

WHEREAS, in accordance with certain provisions of the said Contract Agreement a bond is required guaranteeing prompt payment of monies due to all persons supplying the Contractor or a Subcontractor with labor and materials employed and used in carrying out the Contract, which bond shall inure to the benefit of the persons supplying such labor and materials.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the said PRINCIPAL shall promptly pay all monies due to all persons supplying the Contractor or Subcontractor with labor and materials employed and used in carrying out the Contract Agreement, then this obligation shall be null and void, otherwise, to remain in full force and virtue.

IN TESTIMONY WHEREOF, the said PRINCIPAL has hereunto set his hand and seal and the said SURETY has caused this instrument to be signed by its Attorney-in-Fact and its corporate seal to be hereunto affixed the day and year first above written.

PRINCIPAL

(SEAL) _____

By _____

Title _____

Date _____

SURETY

(SEAL) _____

By _____

Title _____

Date _____

(The Surety must attach a summary financial statement and a copy of the resolution which authorizes the execution of bonds by officers of the company to both executed copies of the Faithful Performance Bond and Labor and Material Bond.)

(Acknowledgement by Contractor, if a **corporation**)

STATE OF NEW YORK)
) SS:
COUNTY OF_____)

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

(SEAL)

_____
Notary Public County

(Acknowledgement by **Surety Company**)

STATE OF NEW YORK)
) SS:
COUNTY OF_____)

On this ____ day of _____ ,20 ___, before me personally came and appeared _____to me known, who being by me duly sworn, did depose and say that he resides in _____ and that he is Attorney-in-Fact of _____ the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; 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.

(SEAL)

_____
Notary Public County

NEW YORK STATE DEPARTMENT OF LABOR
WAGE SCHEDULE

New York State Labor Law
If applicable to this Contract, Contractor shall comply with Article 8 of the N.Y. Labor Law

The Contractor/Consultant is directed to reference PRC# 2026010834 for the wage schedule assigned to this project, utilizing its information wherever required. The link for this information can be found here:

https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt

The Contractor/Consultant must do his/her due diligence for any changes and/or updates to the Wage Schedule.

Kathy Hochul, Governor

Roberta Reardon, Commissioner

County of Suffolk

Paul Clinton, Assistant County Architect
335 Yaphank Avenue
Yaphank NY 11980

Schedule Year	2025 through 2026
Date Requested	04/14/2026
PRC#	2026010384

Location	Cohalan Court Complex
Project ID#	
Project Type	Roof reconstruction at the Cohalan Court Roof Reconstruction Project

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 Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2025 through June 2026. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

Contractor Registry

Effective December 30, 2024 all contractors and subcontractors submitting bids or performing construction work on public work projects, or private projects covered by Article 8 of the Labor Law, are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. To register, contractors and subcontractors must submit an application through NYSDOL's Contractor Registry portal which is available through the agency's Management System for Protecting Worker Rights (MPWR) https://mpwr-public.labor.ny.gov/en/login.

For additional information, please visit online.

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion online.

Hours

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

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule 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 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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

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

www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemperaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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

Kathy Hochul, Governor

Roberta Reardon, Commissioner

County of Suffolk

Paul Clinton, Assistant County Architect
335 Yaphank Avenue
Yaphank NY 11980

Schedule Year 2025 through 2026
Date Requested 04/14/2026
PRC# 2026010384

Location Cohalan Court Complex
Project ID#
Project Type Roof reconstruction at the Cohalan Court Roof Reconstruction Project

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: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:
- [ ] (01) General Construction
- [ ] (02) Heating/Ventilation
- [ ] (03) Electrical
- [ ] (04) Plumbing
- [ ] (05) Other : _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

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

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

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

NEW YORK STATE OF OPPORTUNITY. Department of Labor

Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor**, you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty** — First offense: Up to $2,500 per employee

  Subsequent offense(s): Up to $5,000 per employee

- **Criminal Penalty** — First offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing public work for up to one year.

  Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a $50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)

WE ARE YOUR DOL

NEW YORK STATE Department of Labor

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: https://dol.ny.gov/bureau-public-work

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is $250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training “prior to the performing any work on the project.”

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.)*
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is $3 million in Bronx, Kings, New York, Queens and, Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirement s on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.
Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.
Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.
Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

*Contractor Registry (LL 220-I): Effective December 30th, 2024
Labor Law Section 220-i(6) prohibits contractors from bidding on public work and prohibits both contractors and subcontractors from commencing work on private and public projects subject to prevailing wage requirements. This section requires contractors to submit their Certificate of Registration with their bid materials. Each Certificate of Registration will have a unique registration number. Failure to provide proof of registration, as required by Labor Law Section 220-i, as a minimum qualification will result in the bidder being deemed non-responsive. There is a public database of registered contractors and subcontractors available online at data.ny.gov to confirm registration validity. For additional information on how to register and the requirements, visit https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing

*Electronic Certified Payroll (LL 220-J): Effective December 31st, 2025
Effective December 31, 2025, all contractors and subcontractors who perform public work, or covered private work subject to the prevailing wage, will be required to submit certified payrolls electronically to the Bureau of Public Work and Prevailing Wage Enforcement. Additional information about the electronic certified payroll submission system will be made available on the Department's Website at https://dol.ny.gov/Electronic-Payroll

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 projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: *For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".*

If you have any questions concerning the attached schedule or would like additional information, please write to:

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

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004

Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year.

All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Shift Work

If the timeline of the contract requires shift work be performed to meet deadlines, the BPWE will enforce the shift work rate as the required rate on the project whether or not shift work is specifically addressed in the contract.

Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Suffolk County General Construction

Asbestos Worker — 04/01/2026

JOB DESCRIPTION Asbestos Worker **DISTRICT** 4

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

WAGES
Per Hour:

	07/01/2025	01/05/2026
Asbestos Worker Removal & Abatement ONLY*	$ 48.25	$ 48.50

NOTE: * For Mechanical Systems that are NOT to be SCRAPPED.

SUPPLEMENTAL BENEFITS
Per Hour:

Asbestos Worker Removal & Abatement Only	$ 15.71	$ 18.02

OVERTIME PAY
See (B, B2, *E, J) on OVERTIME PAGE
*Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

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

REGISTERED APPRENTICES
Apprentice Removal & Abatement Only:

1000 hour terms at the following percentage of Journeyman's wages per hour.

1st	2nd	3rd	4th
78%	80%	83%	89%

SUPPLEMENTAL BENEFITS Per Hour:

All Terms:	$ 15.71	$ 18.02

4-12a - Removal Only

Boilermaker — 04/01/2026

JOB DESCRIPTION Boilermaker **DISTRICT** 4

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

WAGES

Per Hour:	07/01/2025	01/01/2026
Boilermaker	$ 68.88	$ 70.38
Repairs & Renovations	68.88	70.38

Repairs & Renovation: Includes Repairing, Renovating and Replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS
Per Hour:

Boilermaker	33.5% of Hourly
Repair & Renovations	Wage Paid
	+ $26.85

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

OVERTIME PAY
See (*B, O, **U) on OVERTIME PAGE
Note:* Includes 9th & 10th hours, double for 11th or more.

** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1/2) Year Terms at the following percentage of Boilermaker's wage per hour:

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

SUPPLEMENTAL BENEFITS:

33.5% of Hourly Wage Paid Plus Amount Below:

1st	2nd	3rd	4th	5th	6th	7th
$20.36	21.28	22.22	23.12	24.07	25.00	25.93

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

4-5

Broadband — 04/01/2026

JOB DESCRIPTION Broadband **DISTRICT** 4

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

PARTIAL COUNTIES
Orange: Entire County except Village of Greenwood Lake, Village of Highland Falls, Town of Tuxedo, and Town of Patterson

WAGES

Per Hour:	07/01/2025	07/01/2026
Field Tech Install/Repair	$ 53.97	$ 55.59

"Broadband", "Broadband Service", or "Broadband Internet" means mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service.

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

Applies to projects receiving ConnectAll funding that are subject to New York State Labor Law §224-E.

SUPPLEMENTAL BENEFITS
Per Hour:
$ 23.54

OVERTIME PAY
See (B, K, *R) on OVERTIME PAGE
Note: *Two and one half times the hourly rate after the 8th hour

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

4-CWA-Dist1

Carpenter — 04/01/2026

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

WAGES

Per hour:	07/01/2025
Piledriver	$ 61.59 + 10.16*

Dockbuilder $ 61.59
+ 10.16*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 46.48

OVERTIME PAY
See (B, E2, O) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,25)

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

REGISTERED APPRENTICES
Wages per hour
(1)year terms:

1st	2nd	3rd	4th
$ 27.98 + 5.66*	$ 33.58 + 5.66*	$ 41.96 + 5.66*	$ 50.35 + 5.66*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

All Terms: $ 33.03

8-1556 Db

Carpenter 04/01/2026

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

WAGES
Per hour: 07/01/2025

Carpet/Resilient
Floor Coverer $ 59.05
+ 8.39*
*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS
Per hour:
$ 40.49

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

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

Paid for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)
Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wage per hour - (1) year terms:

1st	2nd	3rd	4th
$ 26.54 + 2.00*	$ 29.60 + 2.54*	$ 34.05 + 3.00*	$ 42.40 + 3.94*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

1st	2nd	3rd	4th
$ 15.84	$ 16.95	$ 20.29	$ 21.35

8-2287

Carpenter **04/01/2026**

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

WAGES
Per Hour: 07/01/2025

Marine Construction:

Marine Diver	$ 76.46
	+ 10.16*
Marine Tender	$ 56.00
	+ 10.16*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 46.48

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

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

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms.

1st year	$ 27.98
	+ 5.66*
2nd year	33.58
	+ 5.66*
3rd year	41.96
	+ 5.66*
4th year	50.35
	+ 5.66*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits
Per Hour:

All terms	$ 33.03

8-1456MC

Carpenter **04/01/2026**

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

WAGES
Per hour: 07/01/2025

Building	
Millwright	$ 60.83
	+ 13.12*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS
Per hour:

Millwright $ 45.91

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

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

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

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms:

1st.	2nd.	3rd.	4th.
$ 32.74	$ 38.39	$ 44.04	$ 55.34
+ 7.08*	+ 8.25*	+ 9.42*	+ 11.76*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:
One (1) year terms:

1st.	2nd.	3rd.	4th.
$ 31.16	$ 33.69	$ 36.87	$ 41.29

8-740.1

Carpenter 04/01/2026

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

WAGES
Per Hour:

	07/01/2025
Timberman	$ 56.59
	+ 10.42*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS
Per Hour:

	07/01/2025
	$ 45.79

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

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

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,25)

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

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms:

1st	2nd	3rd	4th
$ 25.96	$ 31.07	$ 38.72	$ 46.38
+ 5.71*	+ 5.71*	+ 5.71*	+ 5.71*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:
All terms $ 32.78

8-1556 Tm

Carpenter 04/01/2026

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

PARTIAL COUNTIES
Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.
Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.
Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES
Per hour: 07/01/2025

Core Drilling:
Driller $ 47.88
+ 3.45*

Driller Helper $ 37.58
+ 3.45*

Note: Hazardous Waste Pay Differential:
For Level C, an additional 15% above wage rate per hour
For Level B, an additional 15% above wage rate per hour
For Level A, an additional 15% above wage rate per hour
Note: When required to work on water: an additional $ 3.00 per hour.

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS
Per hour:

Driller and Helper $ 31.04

OVERTIME PAY
See (B, G, P) on OVERTIME PAGE

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

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway 04/01/2026

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Suffolk

PARTIAL COUNTIES
Nassau: Entire County EXCEPT for the portion of Nassau County that lies both west of Seaford Creek AND south of the Southern State Parkway.

WAGES
Per Hour: 07/01/2025
Carpenter (Building) $ 53.56

Carpenter
(Heavy & Highway) $ 53.56

SHIFT WORK
ADD 15% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED Off-Shift Work.

SUPPLEMENTAL BENEFITS
Per Hour:
Both Carpenter
Categories $ 34.43

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

REGISTERED APPRENTICES
One(1) Year Terms at the following
Per Hour:

1st	2nd	3rd	4th
$ 26.27	$ 30.85	$ 35.44	$ 40.02

Supplemental Benefits
Per Hour:

All Terms: $ 17.88

4-Reg.Council Nass/Suff

Electrician — 04/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2025	04/25/2026
Electrical Maintenance	$ 49.79	$ 51.29
Traffic Signal Maintenance	$ 50.75	$ 52.25

"PLEASE NOTE"
Applicable to "EXISTING ELECTRICAL SYSTEMS" including, but not limited to TRAFFIC SIGNALS & STREET LIGHTING.
Not used for add-ons.

SUPPLEMENTAL BENEFITS
Per Hour:

Electrical Maintenance:	14% of Hourly Wage Paid + $25.15	14% of Hourly Wage Paid + $26.46
Traffic Signal: Maintenance	14% of Hourly Wage Paid + $25.30	14% of Hourly Wage Paid + $26.65

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

OVERTIME PAY
See (B, E2, K, P) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Term(s) at the following Percentage of Journeyman(s) Wage:

1st 6mo	40%
2nd 6mo	50%
2nd year	60%
3rd year	70%
4th year	80%
5th year	90%

Supplemental Benefits:	07/01/2025	04/25/2026
1st 6mo	5% + $5.51	5% + $5.86
2nd 6mo	10% + $6.45	10% + $6.88
2nd year	11% + $7.65	11% + $8.49
3rd year	12% + $10.41	12% + $11.07
4th year	13% + $14.58	13% + $15.51

5th year	14% + $18.46	14% + $19.49

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

4-25m

Electrician — 04/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2025
Tree Trimmer/Remover and Line Clearance Specialist	$ 44.51
Groundman*	26.70

Rates apply to all tree trimming/removal contracts including but not limited to "Electrical Line Clearance"/"Long Island Railroad Right of Ways".

For Building Construction or Road/Highway Construction Contracts, Heavy & Highway Laborer and Operating Engineer classifications Apply.

* NOTE: Utilization of Groundman Classification not to exceed 20% of the company(s) workforce on project. Please contact local district office for clarification.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2025
Tree Trimmer, Line Clearance Specialist, and Groundman	20% of Hourly Wage + $13.98

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

HOLIDAY
Paid: See (5, 6, 8, 16, 23, 24, 25, 26, 29) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 23, 24, 25, 26, 29) on HOLIDAY PAGE

4-1049/Tree

Electrician — 04/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2025	04/25/2026
Electrician/Wireman Inside/Outside	$ 64.25	$ 66.75

SUPPLEMENTAL BENEFITS

Per Hour		
Electrician/Wireman Inside/Outside	18% of Hourly Wage Paid + $ 35.69	18% of Hourly Wage Paid + $37.05

OVERTIME PAY
See (B, E, E2, Q, *V) on OVERTIME PAGE
Note: 6% of the 18% of the above supplemental benefit to be calculated at OVERTIME WAGE PAID.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
6 Month Terms at the following Wages:

	07/01/2025	04/25/2026
1st & 2nd	$25.70	$ 26.70

3rd & 4th	27.63	28.70
5th & 6th	28.91	30.04
7th	32.13	33.38
8th	35.34	36.71
9th	41.76	43.39
10th	48.19	50.06

Supplemental Benefits Per Hour:

1st	5% + $ 5.67	5% + $ 5.88
2nd	10% + $ 7.00	10% + $ 7.26
3rd	11% + $ 8.27	11% + $ 8.58
4th	12% + $ 9.67	12% + $ 10.04
5th	12% + $ 9.70	12% + $ 10.06
6th	12% + $ 10.04	12% + $ 10.41
7th	15% + $ 12.60	15% + $ 13.07
8th	15% + $ 12.60	15% + $ 13.08
9th	16% + $ 19.81	16% + $ 20.55
10th	16% + $ 19.86	16% + $ 20.62

NOTE: Percentages are on "Hourly Wage Paid"

4-25

Electrician — 04/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2025	4/26/2025
Electrician Pump & Tank	$ 48.65	$ 50.15

SUPPLEMENTAL BENEFITS

Per Hour:		
Electrician Pump & Tank	18% of Hourly Wage paid + $27.24	18% of Hourly Wage paid + 28.61

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

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

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

4-25 Pump & Tank

Electrician — 04/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2025	04/25/2026
Telephone and Integrated Tele-Data System Electrician	$ 42.93	$ 44.43

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Management Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3912 or Suffolk Offices at (631)687-4882.

SUPPLEMENTAL BENEFITS
Per Hour:

Tele-Data Electrician	18% of Hourly Wage	18% of Hourly Wage

	Paid + $ 24.70	Paid + $ 25.80

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

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25, 26) on HOLIDAY PAGE

4-25tela

Electrician Lineman — 04/01/2026

JOB DESCRIPTION Electrician Lineman **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Queens, Suffolk

WAGES

	07/01/2025	03/29/2026
Utility Distribution & Transmission Line Construction:		
Per Hour:		
Lineman/Splicer	$ 70.57	$ 73.40
Material Man	61.40	63.86
Heavy Equip. Operator	56.46	58.72
Groundman	42.34	44.04
Flagman	31.76	33.03
Natural Gasline Construction:		
Per Hour:		
Journeyman U.G.Mech	$ 57.63	

SUPPLEMENTAL BENEFITS

	07/01/2025	03/29/2026
Per Hour:		
Utility Distribution & Transmission Line Construction:		
Lineman/Splicer		
Material Man		
Heavy Equip. Operator	33.25% of Hourly	33.25% of Hourly
Groundman	Wage Paid +	Wage Paid +
Flagman	$ 16.28	$ 16.94
Natural Gasline Construction:		
Per Hour:		
Journeyman U.G.Mech.	30% of Hourly Wage Paid + $ 15.94	

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

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
OVERTIME for Natural Gas Mechanic:(B,G,P)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE
Same as Above for Natural Gas Mechanic.

REGISTERED APPRENTICES
1000 hour Terms at the following Percentage of Journeyman's Wage.
(Lineman Only)

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

SUPPLEMENTAL BENEFIT:

	07/01/2025	03/29/2026
All Terms	32.25% of Hourly Wage Paid + $ 16.28	32.25% of Hourly Wage Paid + $ 16.94

4-1049 Line/Gas

Elevator Constructor — 04/01/2026

JOB DESCRIPTION Elevator Constructor **DISTRICT** 4

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

PARTIAL COUNTIES
Rockland: Entire County except for the Township of Stony Point
Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES
Per hour:

	07/01/2025	03/17/2026
Elevator Constructor	$ 83.27	$ 86.43
Modernization & Service/Repair	65.54	68.06

SUPPLEMENTAL BENEFITS
Per Hour:

Elevator Constructor	$ 47.65	$ 48.96
Modernization & Service/Repairs	46.47	47.73

OVERTIME PAY
Constructor See (D, M, T) on OVERTIME PAGE.

Modern/Service See (B, E5, P) on OVERTIME PAGE.

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

REGISTERED APPRENTICES
WAGES PER HOUR:

6 MONTH TERMS:

1st Term*	2nd & 3rd Term*	4th & 5th Term	6th & 7th Term	8th & 9th Term
50%	50%	55%	65%	75%

* Note: 1st, 2nd, 3rd Terms are based on average of the Constructor, the Modernization and the Service/Repair wage.
Terms 4 thru 9 Based on the Journeyman's wage of classification they are working in.

SUPPLEMENTAL BENEFITS:

	07/01/2025	03/17/2026
Elevator Constructor		
1st Term	$ 0.00	$ 0.00
2nd & 3rd Term	36.90	37.66
4th & 5th Term	37.99	38.80
6th & 7th Term	39.70	40.60
8th & 9th Term	41.40	42.39
Modernization & Service/Repair		
1st Term	$ 0.00	0.00
2nd & 3rd Term	36.88	37.63
4th & 5th Term	37.58	38.37
6th & 7th Term	39.20	40.09

8th & 9th Term	40.83	41.81

4-1

Glazier 04/01/2026

JOB DESCRIPTION Glazier **DISTRICT** 8

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

WAGES
Per hour:

	07/01/2025	11/01/2025
Glazier, Glass Tinting and Window Film	$ 64.23	$ 65.23
Scaffolding, including swing scaffold	69.23	70.23
*Mechanical Equipment	65.23	66.23
**Repair & Maintenance	31.71	32.44

*Mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.
**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under $193,000.

SUPPLEMENTAL BENEFITS
Per hour:

Glazier, Glass Tinting Window Film, Scaffolding and Mechanical Equipment	$ 43.03	$ 43.88
Repair & Maintenance	25.12	25.37

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

HOLIDAY
Paid: See (5, 6, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE
For 'Repair & Maintenance'
Paid: See(5, 6, 16, 25)
Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES
Wage per hour:
(1) year terms at the following wage rates:

	07/01/2025	11/01/2025
1st term	$ 22.79	$ 23.29
2nd term	31.15	31.71
3rd term	41.53	42.23
4th term	50.90	51.70

Supplemental Benefits:
(Per hour)

1st term	$ 19.56	$ 19.80
2nd term	27.85	28.31
3rd term	33.49	34.09
4th term	36.73	37.41

8-1087 (DC9 NYC)

Insulator - Heat & Frost 04/01/2026

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 4

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

WAGES

Per Hour:	07/01/2025	06/01/2026
Insulators Heat & Frost	$ 71.76	Additional $2.50*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per Hour:

Insulators Heat & Frost	$ 37.51

OVERTIME PAY
See (A, E, *Q, V) on OVERTIME PAGE
* Triple time for Labor Day (If worked)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 year terms at the following Wages Per Hour:

1st	2nd	3rd	4th
$ 32.30	$ 39.47	$ 46.65	$ 53.83

Supplemental Benefits:

1st	2nd	3rd	4th
$ 16.90	$ 20.64	$ 24.40	$ 28.15

4-12

Ironworker — 04/01/2026

JOB DESCRIPTION Ironworker **DISTRICT** 9

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

WAGES

Per Hour:	07/01/2025	01/01/2026
Stone Derrickmen Rigger	$ 76.86	$ 77.82
Stone Handset Derrickman	74.38	75.67

SUPPLEMENTAL BENEFITS
Per hour:

Stone Derrickmen Rigger	$ 47.34	$ 48.02
Stone Handset Derrickman	46.51	47.01

OVERTIME PAY
See (B, D1, *E, Q, **V) on OVERTIME PAGE
*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.
** Benefits same premium as wages on Holidays only

HOLIDAY
Paid: See (18) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE
Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES
Wage per hour:

Stone Derrickmen Rigger:

	1st	2nd	3rd	4th
07/01/2025	$ 38.28	$ 54.28	$ 60.39	$ 66.50
01/01/2026	$ 38.91	$ 55.02	$ 61.21	$ 67.39

Supplemental Benefits:

Per hour:

07/01/2025	23.84	35.82	35.82	35.82
01/01/2026	24.02	36.27	36.27	36.27

Stone Handset:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th
07/01/2025	$ 36.69	$ 52.22	$ 58.10	$ 63.99
01/01/2026	$ 37.34	$ 53.27	$ 59.24	$ 65.20

Supplemental Benefits:
Per hour:

07/01/2025	23.75	35.52	35.52	35.52
01/01/2026	24.00	35.77	35.77	35.77

9-197D/R

Ironworker — 04/01/2026

JOB DESCRIPTION Ironworker **DISTRICT** 4

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

WAGES

Per Hour:	07/01/2025	01/01/2026
Ornamental	$ 48.15	$ 48.40
Chain Link Fence	48.15	48.40
Guide Rail	48.15	48.40

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker:	$ 68.17	$ 69.04

OVERTIME PAY
See (B, B1, Q, V) on OVERTIME PAGE

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

REGISTERED APPRENTICES
1 year terms at the following wages per hour:

	1st	2nd	3rd	4th
07/01/2025	$ 25.98	$ 28.45	$ 30.80	$ 34.39
01/01/2026	$ 26.40	$ 28.92	$ 31.30	$ 34.95

Supplemental Benefits per hour:

1st	2nd	3rd	4th
$ 16.29	18.29	19.29	21.29

4-580-Or

Ironworker — 04/01/2026

JOB DESCRIPTION Ironworker **DISTRICT** 4

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

WAGES
PER HOUR:

	07/01/2025	01/01/2026
Ironworker:		
Structural	$ 58.95	$ 59.20
Bridges		
Machinery		

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyman	$ 92.60	$ 94.11

OVERTIME PAY
See (B, B1, Q, *V) on OVERTIME PAGE
*NOTE: Benefits are calculated for every hour paid.

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

REGISTERED APPRENTICES
6 month terms at the following wages per hour:

	1st	2nd	3rd-6th
07/01/2025	$ 30.61	$ 31.21	$ 31.82
01/01/2026	$ 30.74	$ 31.34	$ 31.95

Supplemental Benefits

PER HOUR PAID: $ 64.38

4-40/361-Str

Ironworker — 04/01/2026

JOB DESCRIPTION Ironworker **DISTRICT** 4

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

PARTIAL COUNTIES
Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES
Per hour: 07/01/2025

Reinforcing & Metal Lathing	$ 57.00
"Base Wage"	55.20**

** For OVERTIME/PREMIUM CALCULATION purposes only.

SUPPLEMENTAL BENEFITS
Per hour:
Reinforcing & Metal Lathing $ 46.27

OVERTIME PAY
See (B, E, Q, *X) on OVERTIME PAGE
*Only $23.50 per Hour for non worked hours

** OVERTIME/PREMIUMS are calculated on Reinforcing & Metal Lathing "Base Wage" then adding: $ 1.80 per hour.

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half	$ 52.77
Double Time	59.27

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

REGISTERED APPRENTICES
(1) year terms at the following wage rates:

1st	2nd	3rd	4th
$ 22.55	$ 25.00	$ 28.00	$ 30.00

Base Wage:

$21.00*	$23.20*	$26.20*	$28.20*

* "Base Wage" are utilized for PREMIUM/OVERTIME Calculations ONLY then adding:

$ 1.55 per hour for 1st Term
$ 1.80 per hour for all other terms.

SUPPLEMENTAL BENEFITS Per Hour:

1st	2nd	3rd	4th
$ 18.17	$ 18.22	$ 17.22	$ 17.22

4-46Reinf

Laborer - Building **04/01/2026**

JOB DESCRIPTION Laborer - Building **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2025
Building Laborer	$ 45.35
"Base Wage"	42.55*

* For OVERTIME/PREMIUM CALCULATIONS purposes only.

SUPPLEMENTAL BENEFITS

Per Hour:	
Building Laborer	$ 32.36

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
See also(H)for Fire Watch on OVERTIME PAGE
Asbestos Worker See (B, H)

* OVERTIME/PREMIUMS are calculated on Building Laborer "Base Rate" then adding: $2.80 per hour worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE
Asbestos Worker see (5,6,8 & 28)

REGISTERED APPRENTICES
Regular Hours Work Terms

Term #1	0-1000 Hrs
Term #2	1001-2000Hrs
Term #3	2001-3000Hrs
Term #4	3001-3000Hrs

Wages per hour:

1st	2nd	3rd	4th
$19.09	24.35	30.03	35.15

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
$ 25.25	26.63	27.06	27.27

4-66

Laborer - Building **04/01/2026**

JOB DESCRIPTION Laborer - Building **DISTRICT** 4

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

WAGES

Per Hour:	07/01/2025	01/01/2026
Asbestos, Lead and Hazardous Material Abatement Laborer	$ 41.95	$ 42.90

NOTE: For Asbestos removal from Mechanical Systems that are NOT to be scrapped see ASBESTOS WORKER Classification
For Re-Roofing Asbestos Removal See ROOFER Classification

SUPPLEMENTAL BENEFITS
Per Hour:

Asbestos, Lead and Hazardous Material Abatement Laborer	$ 21.76	$ 23.37

OVERTIME PAY
See (B, B2, I) on OVERTIME PAGE

Asbestos, Lead and Hazardous Material Abatement Laborer	$ 61.93	$ 62.90

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 28) on HOLIDAY PAGE

REGISTERED APPRENTICES
1000 hour terms at the following wages per hour:

	1st	2nd	3rd	4th
07/01/2025	$22.12	$23.12	$26.12	$28.12
01/01/2026	$22.86	$23.91	$26.98	$29.14

OVERTIME PAY:

	1st	2nd	3rd	4th
07/01/2025	$32.50	$34.00	$38.50	$41.50
01/01/2026	$33.26	$34.83	$39.44	$42.68

SUPPLEMENTAL BENEFIT
Per Hour:

All Terms	$ 15.68	$ 16.94

4-NYDC(78)

Laborer - Heavy&Highway — 04/01/2026

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Laborer (Heavy/Highway):
GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.
GROUP # 2: Asphalt Shovelers, Rollerboy and Tampers.
GROUP # 3: Basic Laborer, Power Tool(Jackhammer), Landscape Construction(Non-Building), Traffic Control Personnel(Flagger)

WAGES PER HOUR:

	07/01/2025
GROUP # 1	
Total Wage Paid	63.83
"Base Wage"	54.23*
GROUP # 2	
Total Wage Paid	62.36
"Base Wage"	52.76*
GROUP # 3	
Total Wage Paid	57.89
"Base Wage"	48.29*

* For OVERTIME/PREMIUM CALCULATIONS purposes only.

SHIFT WORK
Additional 30% to "Base Wage" for all hours worked on New York State D.O.T. and/or other Government Mandated Off-Shift Work.

Hazardous Material Work add an Additional 10% of base wage

SUPPLEMENTAL BENEFITS
Per Hour:
ALL GROUPS 37.18

After Forty (40) paid hours in a work week

OVERTIME PAY 21.94

OVERTIME PAY
See (B, B2, E2, F) on OVERTIME PAGE

NOTES: Premium/Overtime Pay to be calculated on "Base Wage" ONLY. Then adding the difference between "Total Wage Paid" and "Base Wage"

Example Group #3 $48.29 X Time and One Half = $72.44 + $9.60 = $82.04

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

REGISTERED APPRENTICES
1000 hour(s) Terms at the following Percentage of the Journey Worker "Base Wage".

1st 0-1000/Hrs.	60%
2nd 1001-2000/Hrs.	70%
3rd 2001-3000/Hrs.	80%
4th 3001-4000/Hrs.	90%

Supplemental Benefits per hour:

All APPRENTICES $37.18

After Forty(40) paid hours in a work Week
21.94

4-1298

Mason 04/01/2026

JOB DESCRIPTION Mason **DISTRICT** 4

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

WAGES
Per Hour: 07/01/2025

Brick/Block Layer	$ 68.84
"Base Wage"	57.30*

* For OVERTIME/PREMIUM CALCULATIONS purposes only.

SUPPLEMENTAL BENEFITS
Per Hour:

Brick/Block Layer $ 36.70

OVERTIME PAY
See (A, E, E2, Q) on OVERTIME PAGE
* OVERTIME/PREMIUMS are calculated on Brick/Block Layer "Base Wage" then adding: $11.29 per hour worked.

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

REGISTERED APPRENTICES
Terms at the following Percentage of Brick/Block Layer "Base Wage" then adding $ 6.04 per hour.:

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices $ 26.25

4-1Brk

Mason - Building 04/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2025	12/01/2025	6/1/2026 Additional
Tile Setters	$ 65.03	$ 65.64	$ 1.28

SUPPLEMENTAL BENEFITS
Per Hour:

	$ 29.61* +8.53	$ 30.11* +8.54

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

(750 hour) term at the following wage rate:

Term:	1st 1-750	2nd 751-1500	3rd 1501-2250	4th 2251-3000	5th 3001-3750	6th 3751-4500	7th 4501-5250	8th 5251-6000	9th 6001-6750	10th 6501-7000
07/01/2025	$22.34	$27.46	$34.56	$39.66	$43.35	$46.96	$50.69	$55.79	$58.36	$65.03
12/01/2025	$22.70	$27.86	$35.07	$40.22	$43.96	$47.61	$51.39	$56.55	$59.16	$65.54

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2025	$13.00* +$.76	$13.00* +$.81	$16.11* +$.92	$16.11* +$.97	$17.11* +$1.44	$18.61* +$1.49	$19.61* +$1.92	$19.61* +$1.97	$19.61* +$4.57	$29.61* +$8.53
12/01/2025	$13.00* + $.76	$13.00* + $.82	$16.11* + $.92	$16.11* + $.97	$17.11* +$1.44	$18.61* +$1.50	$19.61* +$1.93	$19.61* +$1.98	$19.61* +$4.58	$30.11* +$8.54

* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52A

Mason - Building 04/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

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

WAGES
Building

	07/01/2025	01/01/2026

Wages per hour:

Mosaic & Terrazzo Mechanic	$ 61.77	$ 62.27
Mosaic & Terrazzo Finisher	60.17	60.67

SUPPLEMENTAL BENEFITS
Per hour:

Mosaic & Terrazzo Mechanic	$ 31.56* + $10.91	$ 31.66* + $11.37
Mosaic & Terrazzo Finisher	$ 31.56* + 10.89	$ 31.66* + 11.35

*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY
See (A, E, Q) on OVERTIME PAGE
Deduct $7.00 from hourly wages before calculating overtime.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Easter Sunday is an observed holiday.Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES
Wages Per hour:

	1st 0-1500	2nd 1501-3000	3rd 3001-3750	4th 3751-4500	5th 4501-5250	6th 5251-6000
07/01/2025	$25.50	$32.80	$40.21	$41.37	$49.69	$56.54
01/01/2026	$25.72	$33.06	$40.57	$41.80	$50.18	$56.58

Supplemental Benefits per hour:

07/01/2025	$7.16* + 3.83	$9.20* + 4.91	$15.78* + 6.55	$23.96* + 7.63	$24.96* + 8.74	$27.46* + 9.81
01/01/2026	$7.16* + 3.98	$9.20* + 5.12	$15.78* + 7.95	$24.96* + 7.95	$24.96* + 9.10	$27.96* + 11.37

*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

Mason - Building — 04/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

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

WAGES
Per hour:

	07/01/2025	07/07/2025	01/05/2026
Building-Marble Restoration:			
Marble, Stone & Terrazzo Polisher	$ 47.93	$ 48.20	$ 48.36

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker:

Building-Marble Restoration:			
Marble, Stone & Polisher	$ 31.86	$ 32.16	$ 32.57

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
* On Saturdays, 8th hour and successive hours paid at double hourly rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES per hour:

900 hour term at the following wage:

	1st 1-900	2nd 901-1800	3rd 1801-2700	4th 2701
07/01/2025	33.54	38.34	43.13	47.93
07/07/2025	33.73	38.56	43.37	48.20
01/05/2026	33.84	38.68	43.51	48.36

Supplemental Benefits Per Hour:

07/01/2025	29.59	30.34	31.11	31.86
07/07/2025	30.19	30.84	31.51	32.16
01/05/2026	31.14	31.61	32.10	32.57

9-7/24-MP

Mason - Building — 04/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

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

WAGES
Per Hour:

	07/01/2025	07/07/2025	01/05/2026
Marble Cutters & Setters	$ 64.21	$ 64.66	$ 65.21

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 40.51	$ 40.82	$ 41.02

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage Per Hour:

750 hour terms at the following wage

1st 0-3000	2nd 3001-3750	3rd 3751-4500	4th 4501-5250	5th 5251-6000	6th 6001-6750	7th 6751-7500	8th 7500+
07/01/2025							
$27.24	$40.84	$44.25	$47.63	$51.05	$54.58	$60.99	$64.21
07/07/2025							
$27.60	$41.50	$44.98	$48.45	$51.94	$54.81	$64.66	$64.66
01/05/2026							
$27.39	$41.07	$44.49	$47.91	$51.33	$53.73	$65.21	$65.21

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2025							
$26.88	$30.14	$30.95	$31.78	$32.59	$38.07	$39.71	$40.51
07/07/2025							

$26.95	$30.02	$30.78	$31.55	$32.32	$38.53	$40.82	$40.82
01/05/2026							
$28.60	$31.67	$32.43	$33.20	$33.97	$40.73	$41.02	$41.02

9-7/4

Mason - Building 04/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2025	12/01/2025	06/01/2026
Tile Finisher	$ 50.11	$ 50.44	Additional 1.05*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per Hour:

	$ 26.11*	$ 26.61*
	+ 8.35	+ 8.36

*This portion of benefits is subjected to same premium rate as shown for overtime wages

OVERTIME PAY
See (B, E, Q, *V) on OVERTIME PAGE
*Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88A-tf

Mason - Building 04/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

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

WAGES

Per hour:	07/01/2025	07/07/2025	01/05/2026
Marble, Stone, Maintenance Finishers:	$ 27.99	$ 28.15	$ 28.30

Note 1: An additional $2.00 per hour for time spent grinding floor using "60 grit" and below.
Note 2: Flaming equipment operator shall be paid an additional $25.00 per day.

SUPPLEMENTAL BENEFITS
Per Hour:

Marble, Stone Maintenance Finishers:	$ 15.88	$ 16.13	$ 16.39

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*Double hourly rate after 8 hours on Saturday

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES
WAGES per hour:

	07/01/2025	07/07/2025	01/05/2025
0-750	$ 22.91	$ 23.39	$ 23.56

751-1500	23.59	24.02	24.20
1501-2250	24.26	24.67	24.83
2251-3000	24.95	25.29	25.46
3001-3750	25.96	26.25	26.41
3751-4500	27.32	27.52	27.68
4501+	27.99	28.15	28.30

Supplemental Benefits:
Per hour:

0-750	$ 12.43	$ 12.31	$ 12.50
751-1500	12.89	12.82	13.01
1501-2250	13.35	13.32	13.51
2251-3000	13.80	13.84	14.05
3001-3750	14.50	14.60	14.83
3751-4500	15.41	15.62	15.86
4501+	15.88	16.13	16.39

9-7/24M-MF

Mason - Building / Heavy&Highway — 04/01/2026

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 9

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

WAGES

Per hour:	07/01/2025	07/07/2025	01/05/2026 Additional
Marble-Finisher	$ 50.22	$ 50.44	$ 0.53

SUPPLEMENTAL BENEFITS
Journeyworker:
Per hour

Marble- Finisher	$ 37.69	$ 38.00

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
Work beyond 8 hours on a Saturday shall be paid at double the rate.

HOLIDAY
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway — 04/01/2026

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

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

WAGES

Per Hour:	07/01/2025
Cement Mason	$ 59.87

SUPPLEMENTAL BENEFITS
Per Hour:

Cement Mason	$ 34.81
1.5x OVERTIME	$ 63.30
2X OVERTIME	$ 69.62

OVERTIME PAY
See (B1, Q) on OVERTIME PAGE

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

REGISTERED APPRENTICES
(1) year terms at the following wage:

	1st	2nd	3rd
	$ 23.77	$ 28.74	$ 34.27

Supplement Benefits per hour paid:

	1st	2nd	3rd
Straight Time	$ 14.86	$ 15.16	$ 15.27
1.5x OVERTIME	14.89	15.34	15.50
2X OVERTIME	14.91	15.51	15.73

4-780

Mason - Building / Heavy&Highway — 04/01/2026

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

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

WAGES
NOTE: Shall include but not limited to Precast concrete slabs (London Walks) Marble and Granite pavers 2'x 2' or larger.
Per Hour:

	07/01/2025
Stone Setter	$ 71.77
"Base Wage"	55.87*

* For OVERTIME/PREMIUM CALCULATIONS purposes only.

SUPPLEMENTAL BENEFITS
Per Hour:

Stone Setter	$ 44.10

OVERTIME PAY
See (*C, **E, Q) on OVERTIME PAGE
* OVERTIME/PREMIUMS are calculated on Stone Setter "Base Wage" then adding: $15.90 per hour worked.

**On weekdays the eighth (8th) and ninth (9th) hours are time and one-half and all work thereafter is paid at double the hourly rate. On Saturday, the first nine (9) hours are paid at time and one-half and all work thereafter is paid at double the hourly rate.

HOLIDAY
Paid: See (*18) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 10) on HOLIDAY PAGE
Paid: * Must work first 1/2 of day.

REGISTERED APPRENTICES
Per Hour:

Terms at the following Percentage of Stone Setter "Base Wage" then adding:
$ 4.06 per hour worked for 1st Term
$ 7.32 per hour worked for all other terms

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits:

1st Term	$20.76
All Other Terms	26.76

4-1Stn

Mason - Heavy&Highway — 04/01/2026

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 4

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

WAGES
Per Hour: 07/01/2025

Pointer, Caulkers &	$ 65.59

Cleaners

SUPPLEMENTAL BENEFITS
Per Hour:

Pointer, Cleaners & Caulkers	$ 32.75

OVERTIME PAY
See (B, E2, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
One (1) year terms at the following wage rates per hour.

1st	2nd	3rd	4th
$ 33.58	$ 38.04	$ 44.19	$ 53.10

Supplemental Benefits per hour paid:

1st	2nd	3rd	4th
$ 15.95	$ 20.05	$ 23.80	$ 24.80

4-1PCC

Operating Engineer - Building — 04/01/2026

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
BUILDING CATEGORIES:

CLASS " AA "CRANES:
ABI Machine (150,000lbs and over or 149,999lbs and under when driving steel sheet piles), All Cranes/Cherrypickers, Derrick, Dragline, Dredge, Tower Crane, Pile Driver, Vertical Drill Rig

CLASS "A":
ABI Machine (149,999 and under used for augering and drilling), Asphalt Spreader, Backhoe Crawler(360 swing), Barrier Machine, CAP (ice machine), CMI or Maxim Spreader, Concrete Pump, Directional Boring, GradAll, Grader, Hoist (3drum or multi platform), Laser Screed, Loading Machine (Bucket/CAP 10YDS or more), Milling Machine (Large), Pipeline Welder, Plant Engineer, Power Winch (Stone setting/Structural steel), Powerhouse, Scoop Carry-All Scraper (in tandem), Side boom Tractor (includes tank work), Track Alignment Machine, Stone Spreader (Self Propelled), Striping Machine (Long line/Truck mounted), Tree Grapple, Zamboni.

CLASS "B":
Backhoe (other than 360), Belt Screte, Bulldozer, Boom Truck, Boring Machine/Auger, Conveyor-Multi, Curb Machine (asphalt or concrete), Dinky Locomotive, Drill Rig (dowels), Fork Lift, Hoist (2 Drum), Loading Machine & Front End Loader, Mechanical Compactors (Machine Drawn), Mulch Machine (Machine Fed), Post Hole/Auger, Power Winch (Other than Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scraper, Skid Loader/Skid Steer/Bobcat, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

CLASS "C":
Concrete Finish/Saw/Spreader, Dirt Roller, Hoist (1 drum, Clam Shell), Interior Hoist, Milling Machine (small), Oiler Truck Crane (pile work), Power Broom, Vactor Truck, Vac-All.

CLASS "D":
Boiler (thermoplastic), Concrete Breaker, Cnveryor, Curing Machine, Fork Lift or Walk Behind (power operated), Generator, Hydra Hammer, Compactors (mechanical or hand operated), Maintenance Engineer (small equipment/well point/welding & burning), Mechanic (field man), Micro-Trap with Compressor, Oiler (Truck Crane Boom 100ft or more) Power Winch Truck Mounted (Stone Setter/Struct. Steel), Pin Puller, Portable Heaters, Power Buggies, Pump (double action diaphragm), Pump (4 inch or over), Pump (hydraulic/submersible) Jet Pump, Pulvi-Mixer, Ridge Cutter, Shot Blaster.

CLASS "E":
Batching Plant, Compressor (structural steel/2 or more battery), Generator (small), Grinder, Ground Heater, Power Grinder, Mixer with Skip, Mulching Machine (hand fed), Oiler, Pipeline Welder Helper, Power Washer, Pumps (up to 3 inch/single action 1 to 3 inches), Pump (gypsum), Root Cutter, Stump Chipper, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (pile work/structural steel), Deckhand on Work/Inspection/Safety Boat.

Class "AA"		$96.15	Additional 3%
Cranes:	Boom length over 100 feet add	$ 1.00 per hour	per hour to
	Boom length over 150 feet add	$ 1.50 per hour	be allocated
	Boom length over 250 feet add	$ 2.50 per hour	(All Classes)
	Boom length over 350 feet add	$ 3.00 per hour	

Class "A"	80.43
Add $3.50 for Hazardous Waste Work	
Class "B"	76.44
Add $2.50 for Hazardous Waste Work	
Class "C"	73.78
Add $1.50 for Hazardous Waste Work	
Class "D"	56.54
Add $1.00 for Hazardous Waste Work	
Class "E"	54.21

SUPPLEMENTAL BENEFITS
Per Hour:

All Classes	$ 42.40
Overtime Rate	$ 38.10

OVERTIME PAY
See (D, O) on OVERTIME PAGE

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

REGISTERED APPRENTICES
One(1) Year Terms at the following Rate:

1st	2nd	3rd
$29.40	$30.43	$31.46

Supplemental Benefits per hour:

All Apprentices	$ 15.64
Overtime Rate	$ 5.60

4-138

Operating Engineer - Building / Heavy&Highway — 04/01/2026

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway **DISTRICT** 4

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

WAGES

Per Hour:	07/01/2025	08/01/2025
Well Driller	$ 43.11	$ 44.37
Well Driller Helper	37.35	38.44

Hazardous Waste Differential Added to Hourly Wage:	
Level A	$ 3.00
Level B	$ 2.00
Level C	$ 1.00

Monitoring Well Work
Add to Hourly Wage:

Level A	$ 3.00
Level B	$ 2.00

SUPPLEMENTAL BENEFITS
Per Hour:

Well Driller & Helper	10% of Total Wage at Straight time rate plus $ 13.50*

*Additional $ 4.25/Hr. for Premium Time Hours Worked

OVERTIME PAY
See (B2, P, S) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES
Apprentices at 12 Month Terms

Wages Per Hour:

	1st	2nd	3rd
07/01/2025	$ 28.00	$ 29.00	$ 30.00
08/01/2025	$ 29.40	$ 30.43	$ 31.46

SUPPLEMENTAL BENEFITS
Per Hour:

All Terms	10% of Total Straight time wage plus $ 13.50*

*Additional $ 4.25/Hr. for Premium Time Hours Worked

4-138well

Operating Engineer - Heavy&Highway — 04/01/2026

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
HEAVY and HIGHWAY CATEGORIES:

CLASS " AA "CRANES:
ABI Machine (150,000lbs and over or 149,999lbs and under when driving steel sheet piles), All Cranes/Cherrypickers, Derrick, Dragline, Dredge, Tower Crane, Pile Driver, Vertical Drill Rig

CLASS "A":
ABI Machine (149,999 and under used for augering and drilling), Asphalt Spreader, Backhoe Crawler(360 swing), Barrier Machine, CAP (ice machine), CMI or Maxim Spreader, Concrete Pump, Directional Boring, GradAll, Grader, Hoist (3drum or multi platform), Laser Screed, Loading Machine (Bucket/CAP 10YDS or more), Milling Machine (Large), Pipeline Welder, Plant Engineer, Power Winch (Stone setting/Structural steel), Powerhouse, Scoop Carry-All Scraper (in tandem), Side boom Tractor (includes tank work), Track Alignment Machine, Stone Spreader (Self Propelled), Striping Machine (Long line/Truck mounted), Tree Grapple, Zamboni.

CLASS "B":
Backhoe (other than 360), Belt Screte, Bulldozer, Boom Truck, Boring Machine/Auger, Conveyor-Multi, Curb Machine (asphalt or concrete), Dinky Locomotive, Drill Rig (dowels), Fork Lift, Hoist (2 Drum), Loading Machine & Front End Loader, Mechanical Compactors (Machine Drawn), Mulch Machine (Machine Fed), Post Hole/Auger, Power Winch (Other than Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scraper, Skid Loader/Skid Steer/Bobcat, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

CLASS "C":
Concrete Finish/Saw/Spreader, Dirt Roller, Hoist (1 drum, Clam Shell), Interior Hoist, Milling Machine (small), Oiler Truck Crane (pile work), Power Broom, Vactor Truck, Vac-All.

CLASS "D":
Boiler (thermoplastic), Concrete Breaker, Cnveryor, Curing Machine, Fork Lift or Walk Behind (power operated), Generator, Hydra Hammer, Compactors (mechanical or hand operated), Maintenance Engineer (small equipment/well point/welding & burning), Mechanic (field man), Micro-Trap with Compressor, Oiler (Truck Crane Boom 100ft or more) Power Winch Truck Mounted (Stone Setter/Struct. Steel), Pin Puller, Portable Heaters, Power Buggies, Pump (double action diaphragm), Pump (4 inch or over), Pump (hydraulic/submersible) Jet Pump, Pulvi-Mixer, Ridge Cutter, Shot Blaster.

CLASS "E":
Batching Plant, Compressor (structural steel/2 or more battery), Generator (small), Grinder, Ground Heater, Power Grinder, Mixer with Skip, Mulching Machine (hand fed), Oiler, Pipeline Welder Helper, Power Washer, Pumps (up to 3 inch/single action 1 to 3 inches), Pump (gypsum), Root Cutter, Stump Chipper, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (pile work/structural steel), Deckhand on Work/Inspection/Safety Boat.

		07/01/2025	06/01/2026
Class "AA"		$ 95.30	Additional 3%
Cranes:	Boom Length over 100 feet add	$ 1.00 per hour	Per hour to
	Boom Length over 150 feet add	$ 1.50 per hour	be Allocated
	Boom Length over 250 feet add	$ 2.00 per hour	(All Classes)
	Boom Length over 350 feet add	$ 3.00 per hour	
Class "A"		84.70	
Add $3.50 for Hazardous Waste Work.			
Class "B"		79.33	
Add $2.50 for Hazardous Waste Work.			
Class "C"		76.61	
Add $1.50 for Hazardous Waste Work			
Class "D"		58.93	
Add $1.00 for Hazardous Waste Work			
Class "E"		56.55	

SHIFT WORK
ADD 30% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED off-shift work.

SUPPLEMENTAL BENEFITS
Per Hour:

ALL CLASSES	$ 42.65
Note: OVERTIME AMOUNT	38.10

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:
REGISTERED APPRENTICES
One(1) Year Terms at the following Rate:

1st	2nd	3rd
$ 29.40	$30.43	$31.46

SUPPLEMENTAL BENEFITS:

All Apprentices	$ 15.64
Overtime Rate	5.60

4-138

Operating Engineer - Heavy&Highway **04/01/2026**

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Party Chief - One who directs a survey party
Instrument Man - One who runs the instrument and assists Party Chief
Rodman - One who holds the rod and in general, assists the survey party
Categories cover GPS & Under Ground Surveying

Per Hour:	07/01/2025
Heavy Highway/Building	
Party Chief	$ 76.55
Instrument Man	56.73
Rodman	47.65

SUPPLEMENTAL BENEFITS

Per Hour:	
Heavy Highway/Building	$ 45.75
Premium*:	
Heavy Highway/Building	49.35
Premium**:	
Heavy Highway/Building	60.59

* Applies to instances where 1-1/2 regular rate are paid
**Applies to instances where 2 times the rate are paid.

OVERTIME PAY
See (B, B2, *E, E5, Q, V) on OVERTIME PAGE
* Double-time paid on the 9th hour on Saturday.

HOLIDAY
Paid: See (5, 6, 10, 11, 15, 16, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 15, 16, 26) on HOLIDAY PAGE

4-15D-N/S co.

Operating Engineer - Marine Dredging — 04/01/2026

JOB DESCRIPTION Operating Engineer - Marine Dredging **DISTRICT** 4

ENTIRE COUNTIES
Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES
These wage rates do not apply to Operating Engineers on land-based construction projects. For those projects, refer to the Operating Engineers Heavy/Highway rates. The wage rates listed below apply specifically to all equipment and operators involved in marine dredging work within navigable waters located in the counties listed above.

Per Hour:	07/01/2025	10/01/2025
CLASS A1 Deck Captain, Leverman, Mechanical Dredge Operator, Licensed Tug Operator with MOTV	$ 47.07	$ 48.48
CLASS A2 Crane Operator (360 swing)	41.94	43.20
CLASS B Dozer, Front Loader Operator (On Land)	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing), Spider/Spill Barge Operator I/II, Fill Placer, Engineer, Chief Mate, Electrician,Chief Welder,Maintenance Engineer, Licensed Boat, Crew Boat Operator	40.71	41.93
CLASS B2 Certified Welder	38.31	39.46
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	37.26	38.38

CLASS C2 Boat Operator	36.07	37.15
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	29.96	30.86

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes: 7% of Hourly Straight time wage + $12.00.

Additional $0.63 per hour for Overtime hours

OVERTIME PAY
See (B2, F, R) on OVERTIME PAGE

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

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer — 04/01/2026

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 9

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

PARTIAL COUNTIES
Dutchess: That part in Duchess County lying South of the North City line of Poughkeepsie.

WAGES
Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2025
Survey Classifications

Party Chief	$ 51.16
Instrument Man	42.44
Rodman	36.92

SUPPLEMENTAL BENEFITS
Per Hour:

All Crew Members: $ 24.53

OVERTIME PAY
OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.
*Double-time paid on the 9th hour on Saturday.

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

9-15dconsult

Operating Engineer - Trenchless Pipe Rehab — 04/01/2026

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

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

IMPORTANT NOTE: This Category & Classifications are now located within Operating Engineers/Heavy Highway & Laborers/ Heavy Highway.

Per Hour:

Robotic Unit Operator	Operator(class D)
Technician/Boiler, Generator	Operator(class D)
AM Liner/Hydra Seal	Laborer(Grp#3)
Hobas Pipe, Polyethylene Pipe or Pull and Inflate Liner	Laborer(Grp#3)

OVERTIME PAY
-

HOLIDAY
-

4-138TrchPReh

Painter — 04/01/2026

JOB DESCRIPTION Painter **DISTRICT** 8

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

WAGES

Per hour:	07/01/2025	05/01/2026
Brush	$ 54.56	Additional $2.69*
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	54.56	
Spray & Scaffold	$ 57.56	
Fire Escape	57.56	
Decorator	57.56	
Paperhanger/Wall Coverer	55.62	

*To be allocated at a later date.

SHIFT WORK
Counties of Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, and Westchester; Agency/Government mandated off-shift work to be paid at time and one-half the hourly wage.

SUPPLEMENTAL BENEFITS
Per hour:

Paperhanger	$ 38.82
All others	35.23
Premium	39.36**

**Applies only to "All others" category, not paperhanger journeyworker.

OVERTIME PAY
See (A, E, R) on OVERTIME PAGE

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

REGISTERED APPRENTICES
One (1) year terms at the following wage rate.

Per hour:	07/01/2025
Appr 1st term...	$ 20.76
Appr 2nd term...	26.72
Appr 3rd term...	32.51
Appr 4th term...	43.64

Supplemental benefits:
Per Hour:

Appr 1st term...	$ 17.40
Appr 2nd term...	21.47

Appr 3rd term...	24.77
Appr 4th term...	31.43

8-NYDC9-B/S

Painter — 04/01/2026

JOB DESCRIPTION Painter **DISTRICT** 8

ENTIRE COUNTIES
Putnam, Suffolk, Westchester

PARTIAL COUNTIES
Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd.to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAven, Harbour Acres.

WAGES

Per hour:	07/01/2025	05/01/2026
Drywall Taper:	$ 54.56	Additional
Scaffold:	$ 57.56	$ 2.69*

* To be allocated a later date.

SHIFT WORK
Agency/Government mandated off-shift work to be paid at time and one-half hourly wage

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 35.23

OVERTIME PAY
See (A, E, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES
Wages - Per Hour:

1500 hour terms at the following wage rate:

1st term	$ 20.76
2nd term	26.72
3rd term	32.51
4th term	43.64

Supplemental Benefits - Per hour:
One year term (1500 hours) at the following dollar amount.

1st year	$ 17.40
2nd year	21.47
3rd year	24.77
4th year	31.43

8-NYDCT9-DWT

Painter - Bridge & Structural Steel — 04/01/2026

JOB DESCRIPTION Painter - Bridge & Structural Steel **DISTRICT** 8

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

WAGES
Per Hour:
STEEL:

Bridge Painting:	07/01/2025	10/01/2025
	$ 56.25	$ 57.00
	+ 11.10*	+ 12.10*

ADDITIONAL $7.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

** To be allocated a later date

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

SHIFT WORK
When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker:

$ 13.33	$ 13.49
+ 30.76*	+ 31.27*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

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

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

REGISTERED APPRENTICES
Wage - Per hour:
Apprentices: (1) year terms.

	07/01/2025	10/01/2025
1st year	$ 22.50	$ 22.80
	+ 4.44	+ 4.54*
2nd year	$ 33.75	$ 34.20
	+ 6.63	+ 7.26*
3rd year	$ 45.00	$ 45.60
	+ 8.88	+ 10.60*
Supplemental Benefits - Per hour:		
1st year	$ 1.52	$ 18.63*
	+ 12.51	
2nd year	$ 8.00	$ 8.09
	+ 18.47	+ 19.04*
3rd year	$ 10.66	$ 10.79
	+ 24.62	+ 25.39*

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping — 04/01/2026

JOB DESCRIPTION Painter - Line Striping **DISTRICT** 8

ENTIRE COUNTIES
Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2025	04/01/2026
Striping-Machine Operator*	$ 35.49	$ 36.93
Linerman Thermoplastic	42.74	44.44

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.

SHIFT WORK
When directly specified in public agency or authority contract documents there shall be a 30% night shift premium pay differential for all work performed after 9:00pm and before 5:00am.

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker:

Striping Machine Operator:	$24.30	$ 24.95
Linerman Thermoplastic:	24.30	24.95

OVERTIME PAY
See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES
One (1) year terms at the following wage rates:

	07/01/2025	01/01/2026	04/01/2026
1st Term:	$ 16.50	$ 17.00	$ 17.00
2nd Term:	21.29	20.47	22.16
3rd Term:	28.39	27.30	29.54

Supplemental Benefits per hour:

All terms:	$ 24.30	$ 24.30	$ 24.95

8-1456-LS

Painter - Metal Polisher — 04/01/2026

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 8

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

WAGES

	07/01/2025
Metal Polisher	$ 40.33
Metal Polisher*	41.43
Metal Polisher**	44.33

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2025

Journeyworker:
All classification $ 13.44

OVERTIME PAY
See (B, E, P, T) on OVERTIME PAGE

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

REGISTERED APPRENTICES

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

	07/01/2025
1st year	$ 20.17
2nd year	22.18
3rd year	24.20
1st year*	$ 20.56
2nd year*	22.62
3rd year*	24.74
1st year**	$ 22.67
2nd year**	24.68
3rd year**	26.70

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

1st year	$ 8.94
2nd year	8.94
3rd year	8.94

8-8A/28A-MP

Plasterer — 04/01/2026

JOB DESCRIPTION Plasterer **DISTRICT** 9

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

WAGES
Per hour:

	07/01/2025	08/01/2025
Building:		
Plasterer/Traditional &	$ 47.99	$ 49.18
Spraying Fireproofing	+ $5.62*	+ $6.00*

*This portion is not subjected to OT premiums.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 26.10	$ 26.73

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

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

REGISTERED APPRENTICES

Wages:	07/01/2025
(Per hour)	
800 hours term:	
1st term	$ 19.44 + 0.68*
2nd term	22.69 + 0.81*
3rd term	25.98 + 0.95*

*This portion is not subjected to OT premiums.

Supplemental Benefits:
(Per hour):
(800) hours term:

1st term	$ 11.95
2nd term	12.44

3rd term	13.08

9-262

Plumber **04/01/2026**

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2025	05/01/2026
Plumber/ PUMP & TANK	$ 48.24	$ 48.74

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber	$ 40.84	$ 42.84

OVERTIME PAY
See (B, B2, E2, Q, *V) on OVERTIME PAGE
*For Sundays & Holidays if Worked Only

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

REGISTERED APPRENTICES
One(1) Year Terms at the Following wages :

1st Term	$17.23	$ 17.38
2nd Term	20.80	21.00
3rd Term	25.38	25.63
4th Term	29.94	30.24
5th Term	34.52	34.87

Supplemental Benefits Per Hour:

1st Term	$ 28.08	$ 30.08
2nd Term	28.82	30.82
3rd Term	29.74	31.74
4th Term	30.21	32.21
5th Term	33.59	35.59

4-200 Pump & Tank

Plumber **04/01/2026**

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2025	11/01/2025
Plumber	$ 60.73	$ 61.48

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber	$ 51.95	$ 52.70

OVERTIME PAY
See (A, E, Q, *V) on OVERTIME PAGE
CODE "V" is only for SUNDAYS and HOLIDAYS THAT ARE WORKED

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Terms at the following percentage of Plumbers Rate per hour:

1st	2nd	3rd	4th	5th

	30%	40%	50%	60%	70%

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th
07/01/2025	$ 37.27	$ 39.76	$ 41.28	$ 42.93	$ 44.66
11/01/2025	$ 38.02	$ 40.51	$ 42.03	$ 43.68	$ 45.41

4-200

Plumber — 04/01/2026

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2025	11/01/2025	05/01/2026
Plumber			
MAINTENANCE ONLY	$36.05	$ 37.05	$ 37.05

Maintenance: Correction of problem(s) with the existing fixture or group of fixtures, preventive repairs or servicing of said fixtures.

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber			
MAINTENANCE ONLY	$ 23.53	$ 23.53	$ 24.53

OVERTIME PAY
See (B, B2, J) on OVERTIME PAGE

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

4-200 Maintance

Roofer — 04/01/2026

JOB DESCRIPTION Roofer **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour

	07/01/2025	05/01/2026 Additional
Roofer/Waterproofer:	$ 58.75	$ 3.00*
"Base" Wage	51.25**	

* To be allocated at a later date

SUPPLEMENTAL BENEFITS
Per Hour:

ROOFER/Waterproofer	$ 39.86

OVERTIME PAY
Per Hour:
NEW ROOF SEE (B,E,Q)
RE-ROOF SEE (B,E,E2,Q)

** Premium/Overtime Pay to be calculated on "Base Wage" ONLY. Then adding the difference between "Total Wage Paid" and "Base Wage" per hour.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, *16, **25) on HOLIDAY PAGE
* and ** Overtime to be paid at time and one half the hourly base rate + $7.50 if worked.

REGISTERED APPRENTICES

(1) Year terms at the following Percentage of Roofers/Waterproofers Base Wage.

1st	2nd	3rd	4th
40%	50%	70%	80% + $ 6.00/Hr.

Supplemental Benefits per hour:

1st	2nd	3rd	4th
$ 10.94	$ 13.51	$ 28.10	$ 32.02

4-154

Sheetmetal Worker — 04/01/2026

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

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

WAGES
Per Hour:

	07/01/2025
Sign Erector	$ 60.00

NOTE: For Structurally Supported Overhead Highway Signs (See STRUCTURAL IRON WORKER CLASSIFICATION)

SUPPLEMENTAL BENEFITS
Per Hour:

	07/01/2025
Sign Erector	$ 58.31

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

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

REGISTERED APPRENTICES
Per Hour:
6 month Terms at the following percentage of Sign Erectors wage rate:

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

SUPPLEMENTAL BENEFITS Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 18.65	$ 21.16	$ 23.69	$ 26.22	$35.39	$ 38.52	$ 42.55	$ 45.75	$ 48.96	$ 52.15

4-137-SE

Sheetmetal Worker — 04/01/2026

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

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

WAGES
Per Hour:

	07/01/2025
Sheetmetal Worker	$ 62.34
Maintenance of Fans Temporary Operation	$ 51.42

SUPPLEMENTAL BENEFITS
Per Hour:

All Classifications:	$ 55.00

Premium*:	$ 80.81
Premium**:	$ 106.62

* Applies to instances where 1-1/2 regular rate are paid
**Applies to instances where 2 times the rate are paid.

OVERTIME PAY
See (B, *E, E2, Q) on OVERTIME PAGE
* Double the hourly rate on Saturday after 10 Hours

Maintenance of Fans
Temporary Operation: B,E, & Q

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Six(6) Month Terms As Follows:
Wages per hour:

1st & 2nd Term	3rd & 4th Term	5th & 6th Term	7th & 8th Term	9th Term
$ 21.70	$ 27.95	$ 34.21	$ 43.63	$ 49.85

Supplemental Benefits Per Hour:

	1st & 2nd Term	3rd & 4th Term	5th & 6th Term	7th & 8th Term	9th Term
Straight Time:	$ 20.27	$ 27.52	$ 32.53	$ 40.00	$ 45.02
Premium*:	$ 29.77	$ 40.45	$ 47.87	$ 58.78	$ 66.15
Premium**:	$ 39.26	$ 53.38	$ 63.08	$ 77.56	$ 87.28

* Applies to instances where 1-1/2 regular rate are paid
**Applies to instances where 2 times the rate are paid.

4-28

Steamfitter **04/01/2026**

JOB DESCRIPTION Steamfitter **DISTRICT** 4

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

WAGES
Per Hour:

	07/01/2025
AC Service/Heat Service & Refrigeration	$ 46.60

Includes installation, service, maintenance, repair and replacement, of refrigeration, A/C, Oil Burner and Stoker.

NOTE: Refrigeration Compressor installation. (Not to exceed 5 Hp combined on any one project).

NOTE: Air / Heating Compressor installation.(Not to exceed 15 tons combined on any one project).

SUPPLEMENTAL BENEFITS
Per Hour Worked:

AC Service/Heat Service & Refrigeration	$ 22.71

Per hour Paid: $ 19.65

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

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

REGISTERED APPRENTICES
1 year terms at the following wages per hour:

1st	2nd	3rd	4th
$ 22.55	$ 27.23	$ 31.72	$ 38.31

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
$ 14.93	$ 16.43	$ 17.99	$ 20.10

Supplemental Benefits for hours paid:

1st	2nd	3rd	4th
$ 11.87	$ 13.37	$ 14.93	$ 17.04

4-638B-StmFtrRef

Steamfitter — 04/01/2026

JOB DESCRIPTION Steamfitter **DISTRICT** 4

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

WAGES
Per Hour:

	07/01/2025	10/01/2025	04/01/2026
Sprinkler/Steam AC & Heat Fitter	$ 70.36	$ 70.36	$ 70.36
Temporary Heat & AC Fitter	53.49	53.49	53.49

SHIFT WORK
Add 15% to Hourly Wage and Hourly Supplemental Benefit for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS
Per Hour:

Sprinkler/Steam Fitter	$ 54.24	$ 54.99	$ 56.49
Temporary Heat & AC Fitter	44.43	45.00	46.14

OVERTIME PAY
Note: The posted overtime rates are applicable after 8 hours plus Saturday, Sunday and Holidays:

Per Hour:

Wages	07/01/2025	10/01/2025	04/01/2026
Sprinkler/Steam	$ 140.66	$ 140.66	$ 140.66
Temp Heat/AC	106.92	106.92	106.92

Supplemental Benefits per hour:

Sprinkler/Steam	$ 107.64	$ 109.14	$ 112.14
Temp Heat/AC	88.02	89.16	91.44

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 year terms at the following wages Per hour:

	1st	2nd	3rd	4th	5th
07/01/2025	$ 28.18	$ 35.21	$ 42.24	$ 49.27	$ 56.30
10/1/2025	28.18	35.21	42.24	49.27	56.30
04/01/2026	28.18	35.21	42.24	49.27	56.30

PREMIUM TIME Wages per hour:

	1st	2nd	3rd	4th	5th
07/01/2025	$ 56.30	$ 70.36	$ 84.42	$ 98.48	$ 112.54
10/01/2025	56.30	70.26	84.42	98.48	112.54
04/01/2026	56.30	70.26	84.42	98.48	112.54

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th
07/01/2025	$ 22.20	$ 27.55	$ 32.88	$ 38.23	$ 43.56
10/01/2025	22.50	27.92	33.33	38.75	44.16
04/01/2026	23.10	28.67	34.23	39.80	45.36

PREMIUM TIME Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th
07/01/2025	$ 43.56	$ 54.26	$ 64.92	$ 75.62	$ 86.28
10/01/2025	44.16	55.00	65.82	76.66	87.48
04/01/2026	45.36	56.50	67.62	78.76	89.88

4-638A-StmSpFtr

Teamster - Asphalt Delivery — 04/01/2026

JOB DESCRIPTION Teamster - Asphalt Delivery **DISTRICT** 4

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

WAGES
Per Hour:

	07/01/2025
Truck Driver Heavy Construction Asphalt Delivery	$ 45.645

Heavy Construction Work:
Shall include the supply of Asphalt for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

Truck Driver Light Construction Asphalt Delivery	$ 44.90

Light Construction Work:
Shall include the supply of Asphalt for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots, Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

SHIFT WORK
PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

SUPPLEMENTAL BENEFITS
Per Hour:

Truck Driver Heavy Construction Asphalt Delivery	$ 56.2025
Truck Driver Light Construction Asphalt Delivery	$ 13.25

OVERTIME PAY
See (B, B2, E, I, P, R, T, U) on OVERTIME PAGE
Note: (B,E,P,T,&U) Apply to Heavy Construction Driver.

Note: (B2,I,T,&U) Apply to Light Construction Driver.
Note: (U) Only applies after 8 hours worked on holiday.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
*Paid at Double if Worked
**Paid at Double if Worked.

4-282

Teamster - Building 04/01/2026

JOB DESCRIPTION Teamster - Building **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

Truck Driver (Building Demolition & Debris, Cesspool & Leachate Pumping)

	07/01/2025
Straight Jobs	$ 41.04
Trailers	$ 41.34

SHIFT WORK
PREMIUM PAY of 17.3% on straight time hours for GOVERNMENTAL MANDATED off shift work.

SUPPLEMENTAL BENEFITS
Per Hour:

All Classes: $ 42.94

OVERTIME PAY
See (B, E, S1) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 25, 26) on HOLIDAY PAGE

4-282

Teamster - Delivery of Concrete 04/01/2026

JOB DESCRIPTION Teamster - Delivery of Concrete **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2025
Heavy Construction Truck Driver Concrete Delivery	$ 44.005

Heavy Construction Work:
Shall Include the supply of Ready-Mix Concrete for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools & Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

Light Construction Truck Driver Concrete Delivery	$ 40.005

Light Construction Work:
Shall include the supply of Ready-Mix Concrete for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Construction Work
Concrete Delivery $ 52.075

Light Construction Work
Concrete Delivery $ 20.635

OVERTIME PAY
See (B, B2, E, I, P) on OVERTIME PAGE
NOTE: Heavy Construction:B2,I
Light Construction:B,E,P

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
*Paid at Double if Worked.
**Paid at Double if Worked.

4-282ns

Teamster - Heavy&Highway **04/01/2026**

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2025
Heavy Construction Site Excavating (Chauffeurs)	$ 45.645

Heavy Construction Work:
Shall include the construction, improvement or modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

Light Construction Site Excavating (Chauffeurs)	$ 44.90

Light Construction Work:
Shall include the construction, improvement and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

SHIFT WORK
PREMIUM PAY of 25% on straight time hours for NEW YORK STATE D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Construction Work
Chauffeurs $ 56.2025

Light Construction Work
Chauffeurs $ 13.25

OVERTIME PAY
See (B, B2, E, I, P, R, U) on OVERTIME PAGE
Note: (B,E,P,T & U) Apply to Heavy Construction.
Note: (B2,I,T & U) Apply to Light Construction.
Note: (U) Only applies after 8 hours work on holiday

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
*Paid at Double if Worked.
**Paid at Double if Worked.

Welder **04/01/2026**

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 07/01/2025

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(B3)	Time and one half of the hourly rate after 40 straight hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays

(S)	Two and one half times the hourly rate for Holidays
(S1)	Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
(T)	Triple the hourly rate for Holidays
(U)	Four times the hourly rate for Holidays
(V)	Including benefits at SAME PREMIUM as shown for overtime
(W)	Time and one half for benefits on all overtime hours.
(X)	Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone Fax

E-Mail:

2. NY State Units (see Item 5).

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 1O Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Fuel Delivery
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

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

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

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

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

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

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://apps.labor.ny.gov/EDList/searchPage.do

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 04/10/2026

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		ALEXANDER DELISA		411 THEODORE FREMND SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY CASALE		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DA	*****2404	BJA RENOVATION, CORP		33 DOLLARD DR NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		C.M.C CONTRACTORS, INC.		500 WEST PUTNAM AVE SUITE 400GREENWICH CT 06830	09/03/2025	09/03/2030
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL		CARLOS F. ESCOBAR		411 THEODORE FREMD AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		CARLOS FIGUEROA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL		CESAREO TULA		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****2292	CHAMPION MAINTENANCE CONTRACTORS, INC.		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHRISTOPHER PEROSI		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL DELISA		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027

DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DENISE NAGLE		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2337	EGL DRAINAGE SOLUTION & REPAIRS LLC		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	NYC		ENRICO MANETTA		101 MALBA DR. WHITESTONE NY 11357	04/01/2026	04/01/2031
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HENRY WICKE A/K/A HENRY WICKE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****6961	HUNTER ELEVATOR COMPANY, INC.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****5010	J. LINDSLEY ENTERPRISE, LLC		1002 STATE ROUTE 176 FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	*****0241	J. LINDSLEY ROOFING, LLC		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027

NYSDOL Bureau of Public Work Debarment List 04/10/2026

Article 8

DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JENNIFER LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JERRY DASTON		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN NAGLE A/K/A JOHN NAGLE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JONATHAN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		JORGE FIGUEROA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	01/30/2026	01/30/2031
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	*****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028

DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LIZETTE PONCE		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC	*****7516	MANCO ENTERPRISES OF NY, INC.		44-17 54TH DR. MASPETH NY 11378	04/01/2026	04/01/2031
DOL	NYC	*****1783	MANETTA ENTERPISES, INC. D/B/A MANETTA INDUSTRIES		44-17 54TH DR. MASPETH NY 11378	04/01/2026	04/01/2031
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		NASEER CHAUDHRY		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027

DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS BARNETT		33 DOLLARD DR BABYLON NY 11703	03/04/2025	03/04/2030
DOL	DOL		NICHOLAS RAO		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	NYC	*****6971	NN CONSTRUCTION, INC.		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****4772	R.W. LOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		ROSA GARCIA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEVEN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027

NYSDOL Bureau of Public Work Debarment List 04/10/2026

Article 8

DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4855	TECH INDUSTRIES LLC		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8485	TULA PLUMBING AND HEATING LLC		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL	*****9494	WND CONSTRUCTION LLC		411 THEODORE FREMD AVENUE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

GENERAL REQUIREMENTS
BUILDINGS

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GR1. SECTION 01010 - SUMMARY OF WORK

PART 1 GENERAL

1.01 Description

A. It is the intent of these specifications that all work shall be performed in a first class manner and that all work to be undertaken shall be done by skilled mechanics qualified in their respective trades.

1.02 Description

The General Construction Contract shall include but not be limited to the following:

The scope of work at Cohalan Court Complex involves the removal and replacement of the roofs atop the District Court and Office Tower. The demolition work includes, but is not limited to, the removal of the existing ballasted roofing systems down to the existing deck, the removal of existing concrete and aluminum coping caps, removal of existing pavers, and the removal of existing caulking joints. The new work includes, but is not limited to, the installation of a new TPO roofing system with tapered insulation, new perimeter metals, new flashing, and new caulking.

GR2. SECTION 01016 - POSSESSION AND RESPONSIBILITY

PART 1 GENERAL

1.01 Description

A. Upon commencement of the work, the General Construction Contractor shall be responsible thereafter, until completion, for management, care and maintenance of the Site and shall be solely responsible for damage to or on account of the execution of the several Contracts, and he shall adjust all claims or suits accruing therefrom, without loss, expense or annoyance to the Owner. All Contractors and Subcontractors shall cooperate with the General Construction Contractor in his control of the project Site, and work of the Contractors and Subcontractors shall be coordinated with that of the others.

GR3. SECTION 1018 - PROTECTION OF WORK AND PROPERTY

PART 1 GENERAL

1.01 Description

A. Each Contractor shall continuously maintain adequate protection of all his own work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents.

B. Each Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the Contract Documents. He shall be responsible for all parts of his work, both temporary and permanent, until the Work under his Contract is declared accepted by the Owner.

C. Should any Contractor, his employees, or his Subcontractors, cause damage to or upon any other Contractor's work, that Contractor agrees, upon due notice, to settle with such parties and make good all damage. If such other Contractor or Subcontractor sues the Owner on account of any damage alleged to have been so sustained, the Owner will notify the Contractor, who shall defend such proceedings; and should any judgment be obtained against the Owner, the Contractor shall satisfy such judgment and pay all costs incurred by the Owner. In case any claim or notice for injury or damage to person or property arising out of or in connection with the performance of this Contract be made against or filed with the Owner, the Contractor may file with the Suffolk County Comptroller an undertaking executed with such sureties, in such form and for such amount as the Suffolk County Comptroller may prescribe, such undertaking to be conditioned for the payment by such Contractor of any judgment which may be recovered in an action brought upon such claim. Upon filing of such undertaking, the Suffolk County Comptroller shall be authorized to make payments to the Contractor pursuant to the terms of this Contract.

D. Each Contractor shall note the following:

(1) Any work damaged by failure to provide proper protection shall be removed and replaced with new work, at the expense of the Contractor responsible.

(2) Any damage caused by smoking, eating, drinking, etc., will be replaced by the responsible Contractor at his expense.

(3) No Contractor shall load or permit any part of the work to be loaded so as to endanger its safety.

(4) Fires shall not be built on the premises without a permit.

E. Portable fire extinguishers shall be provided at various locations throughout the building by the General Construction Contractor.

F. Each Contractor shall at all times, protect his work, and/or the building from damage from rainwater, springwater, ground water, backing up of drains, sewers and all other water.

G. The General Construction Contractor, in addition to the general and specific items mentioned in the above, shall protect all concrete, stone and brick work, door and window frames, where same will be subject to damage from construction work, traffic or otherwise. All concrete and other floors shall be protected until sufficiently set and cured to sustain traffic; suitable protection of new floors shall be continued until work under the Contract is accepted by the Owner.

H. Each Contractor shall repair and/or replace any damage to existing building entrances, walls, floors, ceilings, streets, roads, pavement, utilities, curbs, trees, shrubbery or other planting or fencing, caused by his operations and/or workmen employed in the performance of work under his Contract.

I. Completed roofs used for working space shall be properly protected from damage and shall be thoroughly cleaned on completion of the work by the Contractor using the area.

J. The General Construction Contractor shall be responsible for the protection of all glass and glazing throughout the project until such time as the building is substantially completed and has been accepted by the Owner as such.

GR4. SECTION 01020 – ALLOWANCES

PART 1 GENERAL

1.01 Description

A. Designate in construction schedule delivery dates for products under each allowance.

B. Designate in schedule of values quantities of materials specified under unit cost allowance.

1.02 Allowances For Work

A. Perform work under each allowance as directed by the Architect.

B. Contractor shall include the following amounts in bid for inclusion in Contract sum.

(1) Allow lump sum of $8,000.00.

(2) Allow lump sum of $25,000.00 for District Court Roof Replacement.

(3) Allow lump sum of $25,000.00 for Office Tower Roof Replacement as part of Add Alternate #1 (if adopted).

C. Any unexpended balance of any allowance shall revert in full to the Owner and any sum in excess of the allowance shall be approved by the Architect prior to any expenditure.

D. Amount of each allowance includes:

(1) Net cost of product.

(2) Delivery, handling and unloading costs.

(3) Applicable taxes.

E. In addition to amounts of allowances, include in bid, for inclusion in contract sum, Contractor's cost for:

(1) Handling at site, including uncrating and storage.

(2) Protection from elements and from damage.

(3) Labor, installation and finishing.

(4) Other expenses required to complete installation.

(5) Overhead and profit.

1.03 Selection Of Products

A. Architect's Duties:

(1) Make selection, designate products to be used.

(2) Notify Contractor, in writing, designating:

i. Product, model and finish.

ii. Accessories and attachments.

iii. Supplier.

iv. Cost, delivered and unloaded at site.

B. Contractor's Duties:

(1) Assist Architect in determining qualified suppliers.

(2) Obtain proposals from suppliers when requested by the Architect.

(3) Make appropriate recommendations for consideration of Architect.

(4) Notify Architect of any effect anticipated by selection of product or supplier under consideration on:

i. Construction schedule.

ii. Contract sum.

C. Enter into purchase agreement with designated supplier upon notification of selection by the Architect.

1.04 Delivery

A. Contractor's Responsibility:

(1) Arrange for delivery and unloading.

(2) Promptly inspect products for damage or defects.

(3) Submit claims for transportation damage.

1.05 Installation

A. Comply with requirements of applicable specifications.

1.06 Adjustment Of Costs

A. Should the actual purchase cost be more or less than the specified amount of the allowance, the contract sum will be adjusted by change order equal to amount of difference.

B. For products specified under unit cost allowances:

(1) Should quantity used be more or less than that listed in the schedule of values, the unit cost shall apply to the quantity actually used.

(2) Submit invoices or other data to substantiate quantity actually used.

(3) Submit written request for other costs claimed for additional work caused by increase over amount of allowance, prior to execution of work.

GR5. SECTION 01030 - ALTERNATES

PART 1 GENERAL

1.01 Conditions

A. The conditions and terms of the base specifications shall govern the work hereunder.

B. Where applicable, the materials and workmanship required for the execution of the work under the alternate shall be as described in the respective sections of the specifications and shall be considered as though herein written in full as they are applicable to this alternate, and they shall have the same meaning and force as in the base specifications.

C. The following alternates are desired by the Owner to determine the amount to be added to or deducted from the base bid if accepted.

D. The bidder shall enter the amount of the addition or subtraction for the alternate in the appropriate space provided in the proposal.

E. The Contract will be awarded to the lowest responsible bidder for the lump sum base bid plus or minus the cost difference of the alternate(s) as may be selected by the Architect and/or Owner. The owner reserves the right to select alternates in any order, which he feels, is in his best interest.

1.02 Description

1. Add Alternate No 1: Removal and replace existing roofing at Office Tower, scope of work includes but not limited to: new perimeter metals, insulation flashing at TPO single ply roofing as indicated in drawings and specified herein.

GR6. SECTION 01041 - COOPERATION AND COORDINATION

PART 1 GENERAL

1.01 Description

A. The General Contractor and all other Contractors shall coordinate their work with all adjacent work, coordinate with all other trades, and lay out and install his work at such time or times and in such manner as to facilitate the general progress of the work; also to assure correctness and avoid the possibility of accidents to persons and/or damage to property.

B. It is agreed that in the event of any dispute arising as to possible or alleged interference between the various Contractors which may retard the progress of the work, the same shall be adjusted by the Engineer. His decision as to the parties at fault and as to the manner in which the matter may be adjusted shall be binding and conclusive on all parties.

C. Each trade and/or Contract shall afford all other trades every reasonable opportunity for the installation of their work and for the storage of their materials.

D. If, in the judgment of the Engineer, it becomes necessary at any time during the progress of the Work to accelerate the Work at any particular point, the Contractor when ordered or directed by the Engineer, shall transfer his men to such point or points and execute such portion of his work as may be required to enable others to hasten and properly engage and carry on their work.

E. No ceilings are to be installed until openings around pipes and ducts have been tightly sealed and inspected.

GR7. SECTION 01042 - COORDINATION WITH OTHER CONTRACTORS

PART 1 GENERAL

1.01 Description

A. Multiple Prime Contractors may be working on the Project at the same time. Each Prime Contractor shall coordinate all of this work with the work of all of the trades under his Contract. All Prime Contractors shall cooperate with all other Prime Contractors to the end that all parts of the Project will go together in proper sequence, and to avoid unnecessary cutting and patching. The same responsibility will be imposed on all Contractors. The Engineer will be the sole judge as to who is responsible for causing unnecessary cutting and patching and the cost thereof shall be borne by the Contractor judged responsible, at no additional cost to the Owner.

B. The Mechanical and Electrical Drawings show the general arrangement of all piping, equipment, and appurtenances and shall be followed as closely as trades will permit. The Mechanical and Electrical work shall conform to the requirements shown on all of the Drawings. Architectural and Structural Drawings shall take precedence over Mechanical and Electrical Drawings. The Mechanical and Electrical Drawings do not indicate all offsets, fittings and accessories which may be required. Each contractor shall investigate the structural and finish conditions affecting the work and shall arrange his work accordingly, providing such fittings, valves and accessories as may be required to meet such conditions.

C. Built-in items such as anchor bolts, sleeves, inserts and supports that may be required for the Mechanical and Electrical Work shall be furnished under the same section of the Specifications as the respective items to be supported, and they shall be installed, except as otherwise specified, by the trade furnishing and installing the material in which they are to be located. Location of anchor bolts, sleeves, inserts and supports shall be directed by the trade requiring them, which trade shall also insure that they are properly installed. Any expense resulting from the improper location or installation of anchor bolts, sleeves, inserts and supports shall be paid for by the Contractor under the section of the Specifications for the trade with the responsibility for directing their proper location.

D. Slots, chases, openings and recesses through floors, walls, ceilings and roofs as specified will be provided for the various trades in their respective materials under General Construction Work but the trade requiring them shall see that they are properly located and shall do any cutting and patching caused by the neglect to do so. Slots, chases, openings and recesses in existing structures shall be cut by the trade requiring them and patched and repaired by that trade.

E. Locations of pipes, ducts, electrical raceways, switches, panels, equipment, fixtures, etc., shall be adjusted to accommodate the work to interferences anticipated and encountered. Each Contractor shall propose the exact route and location of each pipe, duct, and electrical raceway prior to fabrication.

(1) Lines which pitch have the right of way over those which do not pitch. For example: Plumbing drains shall normally have right of way. Lines whose elevations and/or locations cannot be changed shall have the right of way over lines whose elevations can be changed.

(2) Offsets, Transitions and Changes to Direction in pipes, ducts, and electrical raceways shall be made as required to maintain proper head room and pitch of sloping lines whether or not indicated on the Drawings. The Contractor shall furnish and install all traps, air vents, sanitary vents, pull boxes, etc., as required to effect these offsets, transitions and changes in direction.

F. The Contractor shall install all Mechanical and Electrical work to permit removal (without damages to other parts) of coils, heat exchanger bundles, fan shafts and wheels, draw-out circuit breakers, filters, belt guards, sheaves and drives and all other parts requiring periodic replacement of maintenance. The Contractor shall arrange pipes, ducts, raceways and equipment to permit ready access to valves, clear the openings of swinging and overhead doors and of access panels.

G. Ductwork: HVAC Contractor shall change the cross-sectional dimensions of ductwork when required to meet job conditions, but shall maintain at least the same equivalent cross-sectional area and shall secure the approval of the Engineer prior to fabrication of ductwork requiring such changes.

H. Access: Each Contractor shall provide necessary access panels in equipment, ducts, building surfaces, etc., as required for inspection of interior and for proper maintenance. Access panels for installation in building surfaces shall be furnished by each Contractor requiring same and installed by the General Construction Contractor.

1.02 Electrical Equipment

A. All power and control wiring shall be installed in accordance with the National Electric Code and the applicable provisions of Division 16 regardless of which contract the work is performed under.

B. Unless otherwise shown on the drawings or indicated in the detailed section of the specifications, the following applies:

(1) The Contractor who supplies a piece of equipment shall be responsible for ***all*** control and interconnecting wiring, regardless of the voltage, associated with that equipment.

(2) The Electrical Contractor shall be responsible for providing power wiring. In general, the Electrical Contractor will be responsible for a single point of connection to equipment not supplied under his contract. If additional interconnecting power wiring is required, the contractor supplying the equipment will be responsible as indicated in paragraph A above.

C. Each Contractor shall supply, for approval, eight (8) copies of a composite wiring diagram, for all equipment he supplies, showing all wiring, including internal control and starter wiring. This diagram shall be labeled so as to properly identify all equipment, controls, starters, etc. and identify which Contractor will be providing it. All interconnected systems must be shown and all the interrelating wiring must be clear.

D. Each Contractor shall provide all technical assistance required by the Electrical Contractor to ensure the proper installation of all work relating to the systems specified herein.

GR8. SECTION 01044 - COMPOSITE DRAWINGS

PART 1 GENERAL

1.01 Description

A. Contractor for Heating, Ventilating and Air Conditioning shall initiate coordinating the installation of all the mechanical contractors (HVAC, Plumbing, and Electrical) by means of composite drawings, as specified herein. Composite drawings shall be completed and submitted for distribution in time so as not to delay the installation of any floor slab in which the placing of mechanical equipment (sleeves, inserts, conduits, etc.) is resolved. Site composite drawings shall be initiated by the General Contractor,

B. HVAC Contractor shall prepare a set of transparencies or acceptable CAD drawings (start within ten (10) days of Notice to Proceed), indicating piping lines, at not less than 3/8 scale. These drawings shall show all ductwork, registers, grilles, diffusers, sprinklers, fire standpipe work and similar features, as well as location of all valves, dampers, and other items requiring access for service and maintenance. The drawings shall also show beams, ceiling heights, walls, floor to floor dimensions, floors, partitions, columns, windows, doors and other major architectural and structural features as shown on the General Construction Drawings.

C. HVAC Contractor shall deliver the set of transparencies to the Plumbing Contractor, who will draw his work to scale on these drawings. All piping, water, gas, vents, and drains, are to be shown on the transparencies. Then the Plumbing Contractor shall deliver the set of transparencies to the Electrical Contractor who will superimpose his work on the drawings. All lighting fixtures, panel boards, sound system racks, interior telephone equipment, pull boxes and all conduit work emanating from these distribution centers, shall be indicated on the transparencies. No Contractor in considering resolution of conflicts will grant priority to any one contractor in the allocation of space. In the preparation of all the composite drawings, large scale details as well as cross and longitudinal sections shall be made as required to fully delineate all conditions. Particular attention shall be given to the

locations, size and clearance dimensions of equipment items, shafts and similar features.

D. At the completion of this phase the Architect shall hold coordination meetings with the Mechanical contractors to eliminate any interferences among the trades that the drawings indicate and to avoid any conflicts in the installation of the work. Prior notice of all coordination meetings shall be given to the Engineer so that his representative will be present to assist in the resolution of conflicts. The General Construction Contractor shall also be notified of the time and place of all coordination meetings and his representative will be present.

E. If the Contractors are unable to reach agreement on a matter of interference among the Mechanical trades, the matter shall be submitted to the Engineer with a recommendation to the Owner. Should any problems of coordination require architectural or structural changes of design, this change shall be submitted to the Engineer for approval. After the set of transparencies has been coordinated and all necessary changes have been made, these composite drawings shall then be signed-off by each of the Prime Contractors, including the General Construction Contractor, indicating their awareness of and agreement with the indicated routings and layouts and their interrelationship with the adjoining or continuous work of all contracts. Thereafter no unauthorized deviations will be permitted and if made without the knowledge or agreement of the Engineer or other affected Contractors will be subject to removal and correction at no additional cost to the Owner.

F. In preparing the composite drawings, minor changes in duct, pipe or conduit routings that do not affect the intended function may be made as required to avoid space conflicts, when mutually agreed, the items may not be resized or exposed items relocated without the Engineer's approval. No changes shall be made in any wall or chase locations, ceiling heights, door swings or locations, window or other openings, or other features affecting the function of esthetic effect of the building. If conflicts or interferences cannot be satisfactorily resolved, the Engineer shall be notified and his recommendation will be resolved by the Owner.

G. After the final composite drawings have been agreed upon and signed by all Prime Contractors, the HVAC contractor shall provide and distribute four prints to each of the Prime Contractors and to the Engineer and the Owner, for reference and record purposes. If other supplementary composite drawings are required by other Contractors they shall make similar distribution.

H. The record copies of final composite drawings shall be obtained by each Contractor as a working reference. All shop drawings, prior to their submittal to the Engineer, shall be compared with the composite drawings and developed accordingly by the Contractor responsible. Any revisions to the composite drawings which may become necessary during the progress of the work shall be noted by all Contractors and shall be neatly and accurately recorded on the record copies. Each Contractor shall be responsible for the up-to-date maintenance of his own record copies of the composite drawings and to keep one copy available at the site. The composite

drawings and any subsequent changes thereto shall be utilized by each Contractor in the development of his as-built drawings.

I. The drawings need not be submitted as a whole but at a minimum on a complete floor by floor basis, but they shall be submitted in all cases in ample time to avoid delay in the established schedule. The composite drawings may lack complete data in certain instances pending receipt of shop drawings, but sufficient space shall be allotted for the items affected. When final information is received, such data shall be promptly inserted on the composite.

J. No extra compensation will be paid by the Owner to any Contractor for relocating any duct, pipe, conduit or other material that has been installed without proper coordination between all the Contractors and the trades involved. If any improperly coordinated work, or if work installed is not in accordance with the approved coordination composites, necessitates additional work by the other Contractors, the costs of such additional work shall be assessed to the Contractor responsible, as determined by the Owner.

K. All work on the coordination composite drawings shall be performed by competent draftsmen, in a clear, legible manner. The Engineer shall be the sole judge of the acceptability of these drawings.

L. The composite drawings shall not be used for "as-built" drawings.

GR9. SECTION 01045 - CUTTING AND PATCHING

PART 1 GENERAL

1.01 Description

A. The Contractor shall do all cutting and fitting in connection with his work that may be required to make its several parts come together properly and fit to receive or be received by work of Subcontractors as shown upon or reasonably implied by the Drawings and Specifications for the completed structure.

B. However, no Contractor shall do any cutting, drilling or removal that will impair the strength of the construction and shall report to the Engineer any cutting requested by others that they consider too extensive or that might impair the strength of the construction. No structural members, such as joists, beams or columns supporting work that is to remain shall be cut, drilled or removed.

C. Prior to any cutting, drilling or removals, the Contractor shall investigate both of the surfaces involved and shall determine the exact location of adjacent structural members or special architectural features.

D. The size, location, etc., of items requiring an opening, chase or other provisions to receive it in any branch of the work, shall be given by the Contractor requiring same in ample time to avoid cutting.

E. This will not relieve any Contractor from keeping informed as to such openings, chases, etc., nor from joint responsibility with such other Contractors for correctness thereof, nor for cutting and making good after the work is in place. Should any construction be installed in other than regular and usual working hours (overtime or otherwise) or if on account of strikes, other trades are not at work, then due notice shall be given all interested Contractors, or entire responsibility shall be assumed by the Contractor installing the work for any cutting needed in any work so installed.

F. If through neglect of any Contractor to give required information with regard to cutting of the work of other trades in ample time to prevent unnecessary work, or if, through the delay or mistake of any Contractor, it is necessary to do any additional amount of cutting or replacing of the work, the contractor requiring the cutting shall pay the other contractor for such cutting and all necessary patching and repairing in connection with this additional cutting. No Contractor shall endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other contractor save with the consent of the Engineer.

G. All required cutting, patching and restoring shall be neatly done by mechanics skilled in their trades and to the satisfaction of the Engineer. All cutting of holes through concrete for pipes or conduit shall be core drilled and shall be large enough only to accept the Contractor's work and readily patched.

H. On multiple prime contracts, each Contractor shall be responsible for the patching of openings cut in walls, floors, ceilings, foundations, etc., so as to close around his work in a neat and workmanlike manner. Finish patching shall exactly match the adjoining surfaces such that there is a smooth, uniform, flush and continuous surface free of visual joints, ridges and gaps.

I. In areas where fixtures or equipment are relocated, existing pipes or ducts are removed, or existing work is to remain but is disturbed by the alteration operations, the responsible Contractor shall seal all remaining openings and repair, restore and finish to match and conform to the adjoining work.

J. On multiple prime contracts, each Contractor shall paint patched areas to match existing adjacent painted surfaces as closely as practical using the same type of paint. Unless otherwise noted, painting shall be limited to the areas which have been patched.

K. On multiple prime contracts, each Contractor shall be responsible for and shall pay for the removal and reinstallation of ceilings and/or light fixtures as necessary to complete the work. Damaged parts shall be replaced with new to match existing.

L. On multiple prime contracts, each Contractor shall leave all the work of his Contract whole, complete and perfect at the final completion of the building with no additional charge to the Owner.

GR10. SECTION 01046 - OPENINGS AND CHANNELS

PART 1 GENERAL

1.01 Description

A. Each Prime Contractors shall be responsible for the actual location in the field of all sleeves, openings, holes, chases, equipment, etc. Should any Contractor neglect or improperly locate these chases, openings, holes, sleeves, etc. and should extra cutting, patching and steel framing be required to properly install his work, the cutting, patching, framing and permanent closing of openings shall be done by the responsible Contractor.

B. It shall be the General Construction Contractor's responsibility to coordinate the work of his Subcontractors and to make possible the cooperation with the other Prime Contractors' trades.

1. All chases in the masonry walls and floors, other than accesses and openings, shall be provided where required, reasonable clearances shall be maintained between the work of the various trades and proper structural stability shall be maintained throughout.

2. If, however, the Prime Contractor responsible for supplying the necessary information or material has not provided same in sufficient time prior to construction, then the delinquent Prime Contractor shall bear the costs for connecting the required chases or similar provisions.

3. The architectural lines shown on the Drawings shall be maintained. There shall be no projections into spaces unless shown on the Drawings.

GR11. SECTION 01047 - REMOVAL OF WASTE MATERIAL

PART 1 GENERAL

1.01 Description

A. It is the intent of this section to require the General Construction Contractor to insure that the construction site and any facilities being constructed or renovated therein are maintained in a clean and workmanship like manner and that all Contractors shall cooperate with the General Construction Contractor in that effort.

B. The General Construction Contractor shall be responsible for daily clean up of all wastes of every kind arising from all of the work on this project, including all scrap, construction debris and packaging material, etc., so that the work site shall present a safe, neat, orderly and workmanlike appearance at all times. Dumpsters and containers, are to be provided by, removed and replaced and paid for by the General Construction Contractor.

(1) Containers shall be defined as vessels to be strategically located throughout the site for use by the workers in general and be of a barrel or drum type. A minimum of one container shall be provided for each 10,000 square feet of floor area including the basement area. In addition, one container shall be placed in the area of the construction field trailers.

(2) Dumpsters shall be defined as vessels used for off-site disposal of the 20 yard to 30 yard type.

C. The General Construction Contractor shall be responsible for daily cleanup of all dust, refuse, rubbish and garbage arising from activity at the work site. Work areas shall be broom cleaned at the end of each workday.

D. The General Construction Contractor shall be responsible for removal of all ponded water from the building, which accumulated from rainwater, ground water infiltration or condensation. Any ponded water, which is the result of another prime contractors work, will be the responsibility of that contractor. It is the intent that the building be free of ponded water at all times.

E. Specific Demolition and/or Equipment Removal

(1) Each Prime Contractor shall be responsible for any costs associated with the disposal of any demolition and/or equipment removal that is the specific responsibility of their contract as indicated in the contract documents.

F. In the event that the General Construction Contractor should fail, refuse or neglect to remove rubbish and waste materials and temporary work, or clean the building(s) and premises as required herein, or that any other Contractor should fail to remove material which is their specific responsibility under their contract, then the Owner may, without obligation to do so, remove and dispose of said rubbish, waste materials and temporary work, and clean the premises, and deduct the cost thereof from any money due or that may become due the Contractor, as indicated, under his Contract.

G. Under no conditions shall any rubbish be thrown from the building by anyone.

H. The General Construction Contractor shall arrange and pay for all collection containers and onsite dumpsters and shall have the collection container(s) and dumpster(s) emptied as required.

I. All material removed from the construction site shall be disposed of in accordance with all Federal, State and Local Laws and Regulations. Each Contractor shall provide applicable certifications and affidavits of proper disposals as requested by the Engineer. Burying or burning of any material will not be permitted.

J. Under no circumstances will the Contractors be permitted to store or accumulate any equipment, rubbish and debris in the building or at the site.

GR12. SECTION 01048 - ROTATING MACHINERY AND CONNECTION OF EQUIPMENT

PART 1 GENERAL

1.01 Rotating Equipment

A. It shall be each Contractor's responsibility to ascertain that both new and existing motors are turning in the proper direction of rotation.

B. If any motors burn out or any equipment is damaged due to the Contractor's neglect in verifying direction of rotation, such motors and equipment shall be replaced by the Contractor with an equal motor or equipment at no cost to the County.

1.02 Connection Of Equipment

A. Connections to equipment shall follow manufacturer's recommendations as to size and arrangement of connections and/or as shown in detail on the plans. Piping connections shall be made to permit ready disconnection of equipment with minimum disturbance to adjoining piping and equipment.

GR13. SECTION 01049 - SALVAGE

PART 1 GENERAL

1.01 Description

A. The Contractor shall notify the Owner of any available materials or equipment including fixed and portable which are obtained as a result of alterations or demolition and are not required for re-use.

B. If the Owner signifies its intention to retain such materials within three (3) working days of such notice, the Contractor shall deliver these materials at his expense to a location within the Project Site as designated by the Owner.

C. In the event that the Owner does not so signify, the materials shall become the property of the Contractor and be removed from the premises and property at the Contractor's expense.

GR14. SECTION 01100 - SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 Requirements Included

A. Coordinate work of trades and schedule elements of alterations and renovation work by procedures and methods to expedite completion of the work.

1.02 Related Requirements

A. Section 01010 - Summary of Work.

B. Section 01510 - Temporary Utilities.

C. Section 01525 - Construction Aids.

D. Section 01560 - Temporary Controls.

1.03 Work Constraints Applying To Occupied Buildings

A. Each Contractor shall take into consideration the fact that the existing building will be occupied during the terms of this contract. Prior to the commencement of any phase of work, the Contractors will review and receive approval of their proposed sequence of work operations with the Architect and Owner.

B. Each Contractor shall carry on the work as quietly as reasonably possible and shall not cause the work to interfere with access to existing rooms and shall cause no interference with the normal operation of any essential services.

C. Any work that might affect the operation of the existing building shall be done at the convenience of the Owner. The Architect and Owner shall be notified of this work in sufficient time so that the proper arrangements may be made.

D. The General Contractor shall include in his bid, full provisions for providing temporary partition enclosures and shutoffs and dust barriers, which shall be erected and removed as, required in various stages of the work. Temporary enclosures and dust barriers are to be of materials adequate to successfully secure the building section to prevent non-authorized personnel from entering the work areas and to prevent the spread of dust to occupied portions of the building and to avoid creation of a nuisance in the surrounding areas. Adequacy of enclosures shall be subject to approval by Suffolk County Field Engineer. Throughout the work, maintain clear passages, at least 5' - 0" wide around and between work areas. Narrower passages will only be permitted by special permission of the County.

E. Any shutdown of existing services for any extended period of time will not be allowed. Shutdowns shall be done at the convenience of the Facility Management and shall be scheduled 48 hours in advance.

F. Each Contractor's "use" areas shall be kept clean each day of refuse including metallic containers, paper cups and the like.

G. Each Contractor, his workmen, suppliers, etc. shall be held to adhere strictly to the requirements herein stated and shall not occupy or even traffic through other parts of the site or interior of present buildings, except by specific permission.

H. During the whole course of the work, each Contractor shall so conduct his work and operations as to minimize interference with traffic near the work and shall effect by reasonable means the safety and comfort of occupants.

1.04 Work Constraints Applying To Correctional Facilities

A. Do not accept or give anything to inmates.

B. Do not leave tools around where accessible to inmates. Tools will be counted and broken tools must be given to Jail personnel to dispose of.

C. All materials must be stored in a specified area and locked after working hours.

D. Jail authorities must be kept informed daily as to the location of work in progress and 24 hours prior notice must be given for the next stage of work.

E. The Contractor and his Sub-contractors will cooperate fully with the jail authorities, and jail authorities, likewise, will cooperate to the best of their ability.

F. Employees of the Contractor and Sub-contractor reporting to work, shall not have any alcoholic beverages on his person, nor shall any drinking of alcoholic beverages be allowed at any time on the premises.

G. Employees of the Contractor and Sub-contractors on narcotic medication must report to jail authorities what medication they are taking.

H. The Contractor and Sub-contractors must present a daily roster of his employees to the jail authorities at the start of each work day signed by the Contractor.

I. I.D. Cards will be issued to all construction personnel, and a County employee will be assigned to construction crews to facilitate moving about the construction site.

GR15. SECTION 01121 - ASBESTOS REGULATIONS

PART 1 GENERAL

1.01 Description

A. All Prime Contractors shall perform all asbestos work in compliance with the most current version of all pertinent laws, rules and regulations, existing at the time of work, including, but not limited to:

(1) Code of Federal Regulations

i. Title 29 CFR Parts 1910.1001, 1910.1200, 1910.134 and 1926.58 (The Occupational Safety and Health (OSHA) Standards).

ii. Title 30 CFR Part 61, Subpart G; (The Transport and Disposal of Asbestos Waste).

iii. Title 40 CFR Part 61, Subparts A and M; (The EPA National Emission Standard for Hazardous Air Pollutants, and the National Emission Standard for Asbestos).

iv. Title 49 CFR Parts 106, 107 and 171-179; (The Transportation Safety Act of 1974 and the Hazardous Material Transportation Act).

(2) New York State Official Compilation of Codes, Rules and Regulations.

i. Title 12 Part 56.

ii. Title 10 Part 73.

iii. Part 6 Parts 360-364.

iv. Labor Law - Article 30 and Sections 900-912.

v. All applicable Additions, Addenda, Variances and Regulatory Interpretation Memoranda.

(3) Applicable Standards.

i. The American National Standard Institute (ANSI) Practices for Respiratory Protection ANSI Z88.2-1980.

ii. The American National Standard Institute (ANSI) Fundamentals Governing the Design and Operation of Local Exhaust Systems.

iii. UL 586 Test Performance of High Efficiency Particulate Air-Filter Units.

GR16. SECTION 01341 - SCHEDULE OF INTERIOR FINISHES

PART 1 GENERAL

1.01 Description

A. The Schedule of Interior Finish is for the general information and convenience of the Subcontractors and is to be used in conjunction with the Specifications, the Drawings, and details.

B. When materials or finishes are covered in the Specifications, they are not necessarily repeated in the Schedule.

C. Materials and finishes shall be as listed in the Schedule, specified in the body of the Specifications, shown on the Drawings or as detailed. If no material or finish is definitely called for, it shall be the same as similar rooms in other parts of the building used for a similar purpose as determined by the Engineer. If materials in Schedule vary from that specified, they shall be of material and finish best suited for the respective room or space as determined by the Engineer.

GR17. SECTION 01342 - MAINTAINING FIRE AND SMOKE RESISTANCE

PART 1 GENERAL

1.01 Description – Pertains to New and Existing Buildings

A. Fire Resistance

(1) Fire barriers shall be continuous and shall not be interrupted due to thru wall penetrations or the interfaces with other smoke barriers or fire barriers.

(2) Thru Wall Penetrations

i. Each Contractor shall be responsible for maintaining the fire resistance capability of floors, walls, ceilings, roofs, etc., where his equipment penetrates same. Each Contractor shall submit proposed penetration details for all such penetration types.

ii. The space between the penetrating item and the fire barrier or its sleeve shall be filled with an approved noncombustible firestopping material that is capable of maintaining the fire resistance of the fire barrier or protected with an approved device that is designed for the specific purpose.

iii. If the pipe or duct insulation or covering passes through the fire barrier, its material shall be capable of maintaining the fire resistance of the fire barrier or protected with an approved device that is designed for the specific purpose.

(3) Interstices

i. Openings that occur at the interfaces where a fire barrier abuts another smoke barrier, fire barrier, exterior wall, the floor below or the floor or ceiling above shall be filled with an approved firestopping material system that is capable of maintaining the fire rating of the fire barrier or protected with an approved device that is designed for the specific purpose. A prime example is the gap caused when the fluting of a steel deck runs perpendicular to a fire-rated wall assembly.

B. Smoke Resistance

(1) Smoke barriers shall be continuous and shall not be interrupted due to thru wall penetrations or the interfaces with other smoke barriers or fire barriers.

(2) Thru Wall Penetrations

i. Each Contractor shall be responsible for maintaining the integrity of the smoke barrier of designated floors, walls, ceilings, roofs, etc., where his equipment penetrates same. Each Contractor shall submit proposed penetration details for all such penetration types.

ii. The space between the penetrating item and the smoke barrier or its sleeve shall be filled with an approved noncombustible smoke stopping material that is capable of maintaining the integrity of the smoke barrier or protected with an approved device that is designed for the specific purpose.

iii. If the pipe or duct insulation or covering passes through the smoke barrier, its material shall be capable of maintaining the integrity of the smoke barrier or protected with an approved device that is designed for the specific purpose.

(3) Interstices

i. Openings that occur at the interfaces where a smoke barrier abuts another smoke barrier, fire barrier, exterior wall, the floor below or the floor or ceiling above shall be filled with an approved smokestopping system that is capable of maintaining the integrity of the smoke barrier or protected with an approved device that is designed for the specific purpose. A prime example is the gap caused when the fluting of a steel deck runs perpendicular to a fire rated wall assembly.

GR18. SECTION 01510 - TEMPORARY UTILITIES

PART 1 GENERAL

1.01 Description

A. Furnish, install and maintain temporary utilities required for construction, and remove upon completion of work.

1.02 Related Requirements

A. Section 01010 - Summary of Work.

B. Section 01525 - Construction Aids.

C. Section 01560 - Temporary Controls.

1.03 Requirements of Regulatory Agencies

A. Comply with National Electric Code.

B. Comply with Federal, State and local Codes and regulations with all utility company requirements.

PART 2 PRODUCTS

2.01 Materials

A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions and must not violate requirements of applicable codes and regulations.

2.02 Temporary Water Facilities

A. The Plumbing Contractor shall furnish and install a complete piping system for the use of temporary water including a double check valve backflow prevention system and a two (2) inch valve connection in the temporary water system for each of the other Prime Contractors. Each Contractor for other contracts or subcontracts shall provide his own hoses, valves and containers as required to service his own work force.

B. The Plumbing Contractor shall provide and pay all costs for the installation and maintenance for providing connections to the temporary piping to supply all potable water required for construction purposes, sanitary facilities, fire protection, Owners Field Office, Prime Contractors' Field Offices and for cleaning by all Contractors, Subcontractors and their workmen. The Plumbing Contractor shall pay all fees and make all arrangements with the Suffolk County Water Authority and/or Suffolk County DPW as required for connection to existing water mains as shown on the site drawings. The Contractor shall pay for all water usage.

C. The Plumbing Contractor shall protect the temporary water piping system from freezing by heat-tracing above-ground piping and installing buried pipes at a minimum depth of four feet six inches (4' 6"). The system shall be extended and relocated as necessary to meet construction procedures and temporary water requirements.

D. Remove all temporary lines when no longer required.

2.03 Temporary Sanitary Facilities

A. The General Construction Contractor shall provide and pay all costs for temporary toilet facilities in sufficient numbers, to accommodate for all Contractors' and Subcontractors' personnel on this project.

B. The sanitary facilities shall be properly screened from public observation and shall be provided and maintained at suitable locations by the General Construction Contractor, all as prescribed by State labor regulations and local ordinances. This system shall not be connected to the local sanitary sewer system and the contents of same shall be removed and disposed of in a satisfactory manner, as the occasion requires.

C. Each Contractor shall rigorously prohibit the committance of nuisances within, on or about the work.

D. The Contractor for General Construction work shall post notices, take such precautions as may be necessary, remove any excrement deposited in or about the building and do any cleaning necessary to keep the building and premises in a sanitary condition.

2.04 Temporary Electrical Facilities

A. The Electrical Contractor shall furnish and install Temporary Electrical Facilities which shall consist of the following:

(1) One Temporary Electric Service Point to provide power throughout the building(s) for a Temporary General Lighting and Power System and a Safety Lighting System, and on the site for a Security Lighting System.

(2) The temporary service conduit and feed shall be buried, conform to all Long Island Power Authority (LIPA) requirements as to material and workmanship, and be of sufficient capacity to supply all temporary light and power required for the project.

(3) All aspects of the Temporary Electrical Services shall be installed in accordance with the requirements of the National Electrical Code and any other code bodies having jurisdiction.

B. The Electrical Contractor shall layout the Temporary Electrical Facilities as indicated on the Contract Drawings. When a layout is not provided, the Electrical Contractor shall submit a drawing showing the proposed Temporary Electrical Facilities layout for approval by the Engineer prior to installation.

C. The work associated with the Temporary Electrical Facilities shall include the following:

(1) The Owner requires that the Temporary Electrical Facilities be completely installed and operating at the earliest possible date. Therefore, it shall be made available within ten days of the start date of construction.

(2) If the installation or operation of the Temporary Electrical Facilities is delayed, the Engineer shall order other parties to perform the required work and the expense of such work shall be charged against payments due to the Electrical Contractor.

(3) The location of the Temporary Service Point will be subject to approval of the Engineer and Owner and shall be agreed upon by all concerned parties such that future work (e.g., site work) will not be interfered with or otherwise delayed.

(4) The Electrical Contractor shall visit the project site and in conjunction with the LIPA determine the requirements involved in the installation of the Temporary Electrical Facilities. The Owner will not pay any additional costs incurred by the Electrical Contractor because of his lack of understanding of LIPA requirements.

(5) The Electrical Contractor shall make all arrangements for, furnish, install and maintain the Temporary Electrical Facilities as hereinafter described.

(6) The Electrical Contractor shall include in his bid and make payment for any and all charges that may be required by the LIPA for extending and making connections to their service lines.

(7) The Electrical Contractor shall make all arrangements with LIPA for the extension of their lines and/or transformer as required to the Temporary Electrical Service Point within the site.

(8) The Electrical Contractor shall include in the lump sum bid an amount to be used for the payment of energy used by the Temporary Electrical Facilities and make timely payments to LIPA as the bills become due. Electrical costs associated with temporary heating are not to be included in the Electrical Contractor's proposal.

(9) Furnish and pay for labor and equipment necessary for removing all temporary facilities, including the LIPA connection upon completion of the Contract.

D. Temporary Electric Service Point

(1) The Temporary Electrical Facilities shall include adequate power for temporary general, safety and security lighting, as well as the operation of minor power tools and machinery.

(2) The Electrical Contractor shall provide a metering installation conforming to the requirements of the LIPA and shall provide circuit breakers or fused switches as required for disconnection and over current protection of the required systems.

(3) The Electrical Contractor shall provide a pan, meters and fused switches for each of the Prime Contractors with capacities at single phase, 3 wire, 120/208v. or 120/240v. at the Temporary Electric Service Point as follows:

Contract	Capacity in Amperes
General Construction	200
Plumbing	100
HVAC	150
Electrical	100

(4) The service ground or neutral of the service shall be of the capacity as each of the phase wires. The Electrical Contractor shall furnish and install approved weatherproof service housing cabinets complete with hinged doors and lock, together with necessary service switches, metering devices and safety switches for temporary feeder distribution. The metering devices shall be left ready to receive the meters and other accessories of LIPA.

(5) It is the responsibility of each Prime Contractor to furnish, install, connect, maintain, pay all related power costs and remove any temporary electrical facilities desired for his own use from the fused switches provided for him at the Temporary Electric Service Point. The Temporary Electrical Facilities as specified herein shall not be used for temporary heating.

(6) It shall be the responsibility of the Electrical Contractor to coordinate with the other Prime Contractors and LIPA when the LIPA connection can be de-energized. The Electrical Contractor shall pay all costs to satisfy these conditions in completing the installation of the Temporary Electric Service Point.

(7) When called for in the General Requirements, the Electrical Contractor shall be responsible for providing separately fused switches/meter pans for the Field Construction Office. Feeder distribution from the switch/meter pan shall be the responsibility of the Contractor for the General Construction.

E. Temporary General Lighting and Power System

(1) The Electrical Contractor shall furnish, install and connect to the Temporary Electric Service Point a Temporary General Lighting and Power System to serve the work areas under this Contract.

(2) The Temporary General Lighting and Power System shall provide lighting and power to facilitate construction within enclosed areas of the building(s) and consist of wiring, switches, necessary insulated supports, poles, fixtures, receptacles, 100-watt lamps, guards, cutouts and fuses as specified, shown or required.

(3) The Electrical Contractor shall replace broken and burned-out lamps and blown fuses for the system and maintain the Temporary General Lighting and Power System in safe working order at all times.

(4) The Temporary General Lighting and Power System shall be installed progressively within the building(s) as areas are enclosed or as lighting becomes necessary because of partial enclosure or as directed by the Engineer. Each Prime Contractor shall provide the necessary power for his own work in unenclosed areas.

(5) The Temporary General Lighting and Power System shall provide as a minimum fifteen (15) foot candles in all interior spaces. The Electrical Contractor shall arrange and install the lamps in a manner so as to provide an even distribution of illumination over the work areas where existing lighting is inadequate.

(6) No Contractor will be permitted to proceed with any portion of his work, which in the opinion of the Engineer is not adequately illuminated. If work by any other Contractor requires special lighting other than what is provided herein, the respective Contractor shall arrange and pay for same.

(7) The Temporary General Lighting and Power System shall be available for limited power use only. Hand tools, such as power saws, drills, hammers and grinders, as well as pipe cutters and threaders, concrete vibrators and pumps may be connected to the Temporary General Lighting and Power System provided that they are suitable for 120 volt, three wire, single phase, 60 hertz operation and do not have a power requirement exceeding 1,500 volt amperes.

(8) The Electrical Contractor shall install Ground Fault Interruption Type (GFI) receptacles in such a manner as to reach any point in the work area(s) with an extension cord not exceeding forty (40) feet in length.

(9) Only one unit may be connected to a single receptacle. Lighting fixtures shall not be used to obtain power. In case of overloading of circuits, the Engineer will restrict the use of tools as required to correct the loading.

(10) The Electrical Contractor shall provide temporary wiring, as conditions require for motors or pumps and ejectors to keep the premises free from water.

(11) The Electrical Contractor shall provide single phase power circuits for equipment rated up to and including 7-1/2 Hp or 10 KVA.

(12) The Electrical Contractor shall keep the Temporary General Lighting and Power System in service each working day, from Monday through Friday inclusive, by energizing the system fifteen (15) minutes prior to the start of the workday and de-energizing the system fifteen (15) minutes after the end of the workday.

(13) Any Contractor requiring the use of the Temporary General Lighting and Power System outside of the normal working hours or on Saturdays, Sundays or Holidays, shall pay all costs associated with the usage, including energy and labor for one electrician to maintain the system in operation for the duration.

F. Security Lighting System

(1) The Electrical Contractor shall provide, install and maintain the Security Lighting System to illuminate the site outside the building(s) as hereafter specified.

(2) The system shall consist of four (4) floodlights mounted on each of two (2) poles elevated approximately thirty (30') feet above the ground at the locations shown on the site plan or as directed by the Engineer. The poles shall be thirty-five (35') foot Class F wood poles installed securely five (5') feet into the ground.

(3) The Security Lighting System shall consist of floodlights equal to Crouse-Hinds Cat, No. MVD-4HCW-0-PC-DF-AF-VS-AF 400 watt mercury vapor lamp, Cat- No. ML2590 photocell, Cat. Na. ML5547 vandal shield and Cat. No. 105-NII Bracket for wood pole mounting. A formal submittal is required.

(4) Each floodlight shall be complete with a constant wattage, high power factor ballast in a cast aluminum housing, a flat clear lens of heat and impact-resistant glass, photo-control, lamp and suitable mounting hardware.

(5) The photometric performance shall be equal to that of the above specified unit with a beam spread of approximately 150° horizontal to 80° vertical and with a beam efficiency of not less than 55%.

(6) Wiring for the Security Lighting System shall be installed underground and the system shall be outfitted with a suitable circuit breaker or fused switch located at the Temporary Electric Service Point.

(7) The Security Lighting System shall be energized at all times with each floodlight controlled by a photocell installed on the floodlight. The photocells shall be adjusted so that all floodlights are energized at approximately the same time and remain lit for all hours of darkness.

(8) The Security Lighting System shall be installed and operative before the storage of materials is required on site by any of the Prime Contractors.

(9) The system shall be removed in its entirely at the completion of the project.

G. Safety Lighting System

(1) The Electrical Contractor shall provide, install and maintain a Safety Lighting System that will ensure adequate light within the building(s) for safe access to, egress from and passage through the construction area(s), including stairways, corridors, tunnels and crawl spaces.

(2) The safety lighting shall be illuminated twenty-four (24) hours a day, seven (7) days a week. Switches for passageway circuits shall be installed where directed and shall be so arranged that the lights controlled by these switches can be left burning all night for policing purposes.

(3) Fixtures shall be 100 watt and located no more than twenty (20') feet apart along all passageways.

(4) The system shall be installed progressively in the building(s) as areas are enclosed or as lighting becomes necessary because of partial enclosure. This lighting is not intended for construction purposes.

(5) The Safety Lighting System shall be removed in its entirely at the completion of the project.

H. Switchover to Permanent Power

(1) Prior to the switchover to permanent power, the Electrical Contractor shall apply for and maintain the permanent meter.

(2) Permanent service power lines and conduits shall not be used for supplying temporary power and light until such time that it becomes counterproductive to retain the Temporary General Power and Lighting System.

(3) When it is deemed appropriate, the Engineer will authorize the Electrical Contractor to perform systematic switchovers of power and lighting throughout the building(s) to the permanent system. No switchover shall be performed without prior approval.

(4) As permanent power and lighting is activated, all redundant temporary light and power wiring and equipment shall be removed so as to facilitate the finish work of the other Prime Contractors.

(5) After switchover, the Electrical Contractor shall sustain power through the permanent wiring for outlets, lighting and equipment furnished and installed by him. All costs associated with providing power and maintaining the wiring, fuses and equipment for the permanent system shall be borne by the Electrical Contractor at no additional cost to the Owner.

(6) Upon receipt of a New York Board of Fire Underwriters "Certificate of Inspection" and achievement of substantial completion by the Electrical Contractor, the County shall authorize the Electrical Contractor to transfer the permanent meter in the name of the County.

I. Additional Facilities

(1) If any Prime Contractor requires the use of an electric material hoist, electric derrick, electric welding machine, or other electrical equipment, the sizes of conductors from their respective metered service at the Temporary Electric Service Point to the required equipment shall be increased sufficiently to carry the extra load. The Prime Contractor requesting such change will pay the Electrical Contractor for the additional cost of material and installation involved.

(2) When additional equipment is required, individual overcurrent protection devices shall be provided to protect the equipment and feeders. All costs associated with these devices shall be paid for by the Prime Contractor who requests the change.

(3) Any additional wiring, equipment and connections, including portable trailers, lamps, guards, etc., not otherwise mentioned herein that any Contractor may require for tools, power equipment, local illumination,

etc., shall be furnished, installed and maintained by the Contractor requiring it and shall include all related energy costs.

(4) In addition, each Contractor shall pay the Electrical Contractor for the following:

i. Any light extensions required by them, not already specified herein.

ii. Any special heavy duty, 208v. or 240v., single phase or three phase power outlets required for loads in excess of 7 1/2 H. P. or 10 KVA

iii. Any special requirements for testing purposes.

(5) Should any portion of any Contractor's work require light in addition to that supplied by the Temporary General Lighting and Power System herein described, he shall furnish, install and maintain such additional temporary lighting at his own expense. Additional temporary lighting shall be sufficient for safe access to and egress from such work, and for safe expeditious construction.

(6) Each Prime Contractor shall furnish, install, pay usage costs and maintain power facilities for his own work from the fused switch provided at the temporary electric service point. The power facilities shall not be used for temporary heating.

(7) The installation of additional facilities shall comply with all applicable requirements of the National Electric Code and any other codes of enforcing bodies having jurisdiction and shall be installed so as not to interfere with the work of other Contractors.

(8) Upon completion of the work under this contract, the Contractor responsible shall remove all additional facilities installed by him.

(9) The Electrical Contractor when directed by the County shall furnish and install all permanent conduits, switches, metering equipment conductors, etc., indicated on the Drawings, herein specified or required to provide services for the heating equipment and associated equipment to the power lines of the Long Island Power Authority in order to supply permanent electric power for the operation of the permanent heating apparatus for temporary use. All connections shall be made complete as directed.

2.05 Temporary Heating Facilities

A. Prior to Building Enclosure

(1) Temporary construction heat for "cold weather protection" shall be provided by each Prime Contractor responsible for the work involved for all cold weather protection of his own equipment, work and his employees' comfort at all times. "Cold weather protection" shall be considered to include both temporary heat and protective covers or enclosures required during the construction period prior to the enclosure of the building. "Cold weather protection" shall be provided until all construction requirements under the Contracts are complied with, or until the enclosure of a new building or structure complies with the requirement for temporary building heating as hereinafter specified in subparagraph 3.

(2) All temporary heating methods proposed by each Contractor shall be submitted to the County for approval and must comply with all Federal, State and County rules and regulations.

B. After Building Enclosure

(1) The General Construction Contractor shall provide all temporary building heat for heating the interior of all structures and building areas after the building or structure is enclosed.

(2) At the option of the General Construction Contractor, alternative sources of heat for the temporary building heating system may be provided. The systems shall be gas or oil fired, steam, hot water or warm air type. Electric heating will not be permitted.

(3) No salamanders or other direct fired equipment will be allowed in areas of existing buildings, or in new construction areas where the use of such equipment will damage or deteriorate the construction or finishes or is harmful to employees working in the area.

(4) Temporary building heating systems shall be complete including pumps, radiators, unit heaters, water and heating piping, insulation, controls or any other equipment necessary, all furnished and installed by the General Construction Contractor. Systems shall include boilers, fuel and fuel storage facilities or any other equipment necessary, all furnished and installed and paid for by the General Construction Contractor including fuel and electrical costs. Special notice is given to the General Construction Contractor that the electrical service and cost relative to obtaining temporary heating beyond those provided under the temporary electrical facilities shall be the responsibility of the General Construction Contractor and provided for under temporary heating. This includes, but is not limited to, the cost of providing temporary light if it should be required.

C. A building or structure shall be considered to be enclosed and require temporary building heating when it is roofed and has such protection of doorways, windows and other openings that will provide reasonable heat retention. A building or

structure shall be considered to be roofed when the area is covered by a permanent structural slab or deck and all openings through the permanent roof slab or deck are covered to prevent the entrance of rain or snow. Intermediate floor structures of multifloor buildings or structures shall be considered to be roofed subject to the same requirements of the building roof. The roofing insulation and final built-up roofing or weather protection need not be in place for the building or structure to be considered to be roofed for temporary building heating purposes. The building shall be considered to be enclosed when one of the permanent exterior wall elements, concrete, block, of the permanent exterior wall or facing material, is installed and all openings through that element are covered or enclosed to prevent the entrance of rain, snow or direct wind. Openings through roofs, intermediate floors or exterior wall elements shall be considered to be enclosed when that opening is covered with minimum ten (10) mil plastic or minimum twelve (12) ounce waterproof duck canvas tarpaulins or with minimum three-eights (3/8) inch thickness exterior grade plywood. Temporary covers or enclosures for openings shall be the responsibility of the General Construction Contractor.

D. Temporary building heating shall be provided from the first day of November to the last day of the following March. The system shall be operational and maintain a minimum of 55 degrees F. simultaneously in all areas of construction in buildings or structures. Temporary heating shall be provided on a 24 hours per day, 7 days per week basis. Where it is determined by the County that higher temperatures are required in a particular area to protect installed equipment or new construction, it shall be so provided under the General Construction Contract.

E. The General Construction Contractor shall provide and pay for all electric wiring and electrical accessories required for the temporary heating system over and above that provided for under the Electrical Contract.

F. Temporary heating equipment shall not be located so as to interfere with the new construction work. Heating system equipment shall not cause undue noise or fumes and shall be enclosed by wire fencing, or other means to provide protection to personnel.

2.06 Temporary Ventilation Facilities

A. Prior to building enclosure temporary construction ventilation shall be provided by each Contractor responsible for the work involved for the protection of his equipment, work and his employees' comfort and safety at all times.

B. After the building or structure is enclosed, the General Construction Contractor shall provide all temporary building ventilation for ventilating all structures and building areas, both above and below ground level, which is necessary for the protection of all work and equipment of the General Construction Contract and for the other Prime Contracts, or for the comfort and safety of his employees, his Subcontractors' employees or the employees of the other Prime Contractors.

C. Ventilating systems may be forced or gravity-type and shall be complete with fans, motors, inlets, outlets, ductwork, heaters, controls or any other equipment necessary, all furnished and installed by the Contractor responsible for the work involved. The following additional requirements shall apply:

(1) All temporary ventilation methods proposed by each Contractor shall be submitted to the County for approval and must comply with all Federal, State and County rules and regulations.

(2) Temporary ventilation shall be provided by the Contractor responsible for the work involved until the building or structure is enclosed.

(3) A building or structure shall be considered to be enclosed as hereinbefore specified in Paragraph 2.05 - Temporary Heating Facilities, Subparagraph C.

(4) Ventilation air shall be heated to those temperatures specified for space or room temperatures as hereinbefore specified in Paragraph 2.05 - Temporary Heating Facilities, Subparagraph D.

(5) Where dehumidification is required to prevent mildew or moisture forming on equipment, work or structures in areas being ventilated, it shall be provided by the General Construction Contractor.

D. The General Construction Contractor shall provide and pay for all electric power costs and all equipment and labor to operate the temporary ventilation system after a building or structure is enclosed. Heating required for the ventilation system shall be provided by the temporary heating system.

E. The General Construction Contractor shall provide and pay for all electric wiring and electrical accessories required for the temporary ventilation system over and above that provided for under the Electrical Contract after the building or structure is enclosed.

F. Temporary ventilation equipment shall be located so as not to interfere with the operation of the new construction work. Protective devices shall be provided for the protection of the personnel.

G. Temporary ventilation shall be supplied to all buildings or structures at a minimum of three (3) air changes per hour and the outside air shall be tempered to room temperature levels.

2.07 Temporary Fire Protection

A. The General Construction Contractor shall conform to the fire protection and prevention requirements specified herein as well as those which may be established by Federal or State agencies and the Suffolk County Fire Marshall.

B. The General Construction Contractor shall comply with all applicable provisions of NFPA Standard No. 201 - Safeguarding Building Construction and Demolition Operations.

C. Facilities specified herein shall be provided by the General Construction Contractor, but all other Prime Contractors shall conform to the provisions of this paragraph and all applicable laws, ordinances, rules and regulations in the course of their work.

PART 3 EXECUTION

3.01 Performance

A. Comply with applicable requirements specified in Division 15 - Mechanical, and in Division 16 - Electrical.

B. Maintain and operate systems to assure continuous service.

C. Modify and extend systems as work progress requires.

3.02 Removal

A. Completely remove temporary materials and equipment when their use is not longer required.

B. Clean and repair damage caused by temporary installations or use of temporary facilities.

C. Restore existing facilities used for temporary services to specified or to original condition.

GR19. SECTION 01525 - CONSTRUCTION AIDS

PART 1 GENERAL

1.01 Requirements Included

A. Subcontractors designated by the General Contractor shall furnish, install and maintain required construction aids, remove upon completion of work.

1.02 Related Requirements

A. Section 01010 - Summary of Work.

B. Section 01510 - Temporary Utilities.

C. Section 01560 - Temporary Controls.

PART 2 PRODUCTS

2.01 Materials

A. New or used, suitable for intended purpose, but must not violate requirements of applicable codes and standards.

B. Provide construction aids and equipment required by personnel and to facilitate execution of the work; scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment.

2.02 Barriers

A. Provide as required to prevent public entry to construction areas to protect adjacent properties from damage from construction operations.

B. Provide six (6) ft. high fence around construction site:

(1) Equip with vehicular and pedestrian gates with locks.

(2) Construction:

i. Temporary construction chain link fence.

C. Provide barricades as required by governing authorities for public rights-of-way and for public access to building.

D. Provide barriers around trees and plants designated to remain:

(1) Protect against vehicular traffic, stored materials, dumping chemically injurious materials and puddling or continuous running water.

2.03 Temporary Enclosures

A. Provide temporary enclosures to separate work areas from areas of existing building occupied by Owner; to prevent penetration of dust or moisture into occupied areas, to prevent damage to existing equipment and to protect Owner's employees and operations from construction work.

(1) Temporary partition and ceiling enclosures: Framing and sheet materials which comply with structural and fire rating requirements of applicable codes and standards.

i. Close joints between sheet materials and seal edges and intersections with existing surfaces, to prevent penetration of dust or moisture.

ii. Provide temporary access doors with self-closing hardware.

iii. In locations where fire protection is required, paint both sides of partitions, ceilings and floors with fire-retardant paint to provide maximum flame spread of 25 when tested under ASTM E84 or as required by local fire regulations.

(2) Dust-Tight Partition:

i. Floor: 3/8" plywood.

ii. Top and Bottom Plate: 2" x 3" (minimum) wood or metal (Construction Manager's option).

iii. Studs: 2" x 3" (minimum) wood or metal (Construction Manager's option).

iv. Polyethylene: 4 mil. minimum.

v. 2" masking tape and staples.

B. Provide temporary weathertight closures of openings in exterior surfaces to provide acceptable working conditions and protection for materials, to allow for temporary heating and to prevent entry of unauthorized persons.

(1) Provide doors with self-closing hardware and lock.

2.04 Protection Of Installed Work

A. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.

B. Provide protective coverings at walls, projections, jambs, sills and soffits of openings:

(1) Protect finished floors from traffic, movement of heavy objects and storage.

C. Prohibit traffic and storage on roofed surfaces, on lawn and landscaped areas.

2.05 Security

A. From the start of mobilization and for the duration of the project and from the time of day that work ceases on the job to the time of day that work resumes, plus Saturdays, Sundays and holidays, the General Construction Contractor shall provide a guard employed by a Guard Service, to be approved by the County. The guard shall be continuously on project site and he shall be in continuous (without interruption) patrol of the project site. Patrol shall include key stations at areas designated by the County for the guard to check in on at every 1/2 hour basis. Certified Daily Reports shall be submitted to the County.

2.06 Scaffolding

A. Each Contractor shall provide, erect, alter and remove all his runways, planks, walks, ladders, scaffolding, etc. necessary for the proper and expeditious installation of all work included in his Contract. All shall be erected in a substantial and safe manner and of ample strength for the service to be performed.

B. Each Contractor shall be responsible for the proper maintenance and safety of all temporary ladders, rigging, scaffolds, barricades, shores, rails, hoists, derricks or other equipment or appliances supplied by him. Each Contractor shall move his scaffolding when necessary to permit the installation of other work.

2.07 First Aid

A. Each prime Contractor shall have in his field office an approved First Aid Kit. In addition, the General Construction Contractor shall provide a stretcher or litter for use of all personnel.

B. The General Construction Contractor shall provide an approved First Aid Kit for the County Representative's Field Office.

2.08 Exterior Material Hoist

A. The Contractor for General Construction shall furnish all labor, materials, equipment and related items necessary to provide, install and operate a mechanical hoist during normal working hours for the use of all trades including the plumbing, heating and electrical contractors. The General Contractor shall provide temporary light and power as required for maintenance and operation of the exterior material hoist.

B. All mechanical contractors shall coordinate and make arrangements for the use of the material hoist with the General Construction Contractor.

C. In the event that any Prime Contractor requires the use of the mechanical material hoist during hours other than the normal working day, it shall be the Contractor's responsibility to arrange for same and pay all costs related thereto without additional compensation from the Owner.

D. It the General Construction Contractor elects to use such cargo elevator equipment, the Contractor shall:

(1) Provide adequate protection for such equipment and shall operate such equipment within a capacity not to exceed that allowed by law, rule regulation or the elevator manufacturer.

(2) Provide for the maintenance of the elevator equipment as approved by the County and the elevator manufacturer.

(3) Construct a permanent enclosure around the elevator shaft immediately upon completion of floor construction. The enclosure shall be completed before the elevator is placed into operation.

(4) Provide temporary structural steel supports and enclosures for all elevator equipment as required.

(5) Install, provide and maintain a temporary elevator cab on the permanent car platform in accordance with OSHA regulations.

(6) Provide and maintain temporary elevator hatch door.

(7) Provide all necessary personnel to operate the hoist during the use of regular working hours of any trade on the work.

(8) Replace and repair all permanent equipment damaged while in temporary service.

(9) As a hoist, the Electrical Contractor shall provide and maintain temporary electric service for one elevator in a building for temporary elevator service for the transportation of workmen and materials, in accordance with the requirements of the Contract.

(10) Use of the permanent elevator equipment (i.e., doors and bucks) shall not be allowed for use on the hoist during construction until authorized by the County.

(11) The permanent elevator equipment for the hoist shall be ready for installation when required by the work and shall not be installed until authorized by the County. The General Contractor is responsible for storage and protection.

(12) Leave all equipment utilized for the temporary hoist in perfect condition.

E. The Contractor shall include in the bid price the cost of temporary elevator facilities.

PART 3 EXECUTION

3.01 Maintenance And Removal

A. Maintain construction aids as long as needed for safe and proper completion of the work.

B. Remove construction aids as soon as progress of the work will permit or as directed by the Architect.

GR20. SECTION 01560 - TEMPORARY CONTROLS

PART 1 GENERAL

1.01 Summary

A. All temporary controls shall be provided in the manner and by the Contractor hereinafter specified. If no Contractor is specified, each Contractor shall be responsible for providing his own temporary controls.

B. The Contractor shall coordinate and install all temporary controls in accordance with the requirements of the local authorities or utility companies having jurisdiction and in accordance with all State, Federal and local codes and regulations.

C. At the completion of the work or when the temporary controls are not longer required, subject to the approval of the County and the Architect, the temporary controls shall be removed and the facilities restored to their original conditions.

D. All costs in connection with the temporary controls including but not limited to, installation, maintenance, relocation and removal shall be borne by the Contractor at no additional cost to the County.

E. For purposes of this Section, the terms "building areas" and "structures" shall include all buildings, basements and ancillary areas.

1.02 Related Requirements

A. Section 01010 Summary of Work.

B. Section 01510 Temporary Utilities.

C. Section 01525 Construction Aids.

PART 2 PRODUCTS

2.01 Materials And Methods

A. Provide and maintain methods, equipment and temporary construction, as necessary to provide controls over environmental conditions at the construction site and adjacent areas. Remove physical evidence of temporary facilities at completion of work.

2.02 Snow Removal

A. Snow removal from the site, as necessary for the proper execution of the work is the responsibility of the General Construction Contractor.

B. The snow at general access for all Contractors shall be immediately removed.

2.03 Noise Control

A. Each Contractor's vehicles and equipment shall be such as to minimize noise to the greatest degree practicable. Noise levels shall conform to the latest OSHA standards and in no case will noise levels be permitted which interfere with the work of the County or others.

2.04 Dust Control

A. Each Contractor shall be responsible for controlling objectionable dust caused by his operation of vehicles and equipment, clearing or for any reason whatsoever.

2.05 Pest And Rodent Control

A. The General Construction Contractor shall provide rodent and pest control as necessary to prevent infestation of construction or storage area. Employ methods and use materials, which will not adversely affect conditions at the site or on adjoining properties.

B. Each Contractor shall seal his penetrations through walls, floors and footings to prevent the passage of vermin and noise. Seals shall be mechanical or made by means of rock wool or other approved inorganic and non-combustible material.

C. Provide sufficient garbage cans for food waste and remove the garbage from the site.

2.06 Water Control

A. Provide methods to control surface water and water from excavations and structures to prevent damage to the work, the site, or adjoining properties. Control fill, grading and ditching to direct water away from excavations, pits, tunnels and other construction areas and to direct drainage to proper runoff courses so as to prevent any erosion, damage or nuisance.

B. Contractor for the General Construction work, as a part of his contract, shall maintain such pumping and other equipment as may be required to keep the work in a safe, dry condition at all times.

PART 3 EXECUTION

3.01 Maintenance And Removal

A. Maintain temporary controls as long as needed for safe and proper completion of the work.

B. Remove such temporary controls as rapidly as progress of the work will permit or as directed by the Architect.

GR21. SECTION 01590 - FIELD OFFICE AND SHEDS

PART 1 GENERAL

1.01 Description

A. Furnish and maintain temporary field offices and sheds for the duration of the project and remove same at completion.

1.02 Related Requirements

A. Section 01010 - Summary of Work.

B. Section 01525 - Construction Aids.

C. Section 01560 - Temporary Controls.

PART 2 PRODUCTS

2.01 Materials

A. Contractors' Field Offices

(1) The Contractors for General Construction, Plumbing, HVAC and Electrical Work shall each build, equip his own respective field office, the specific site of each to be approved by the Consulting Architect. The General Construction Contractor will provide and maintain a telephone pay station in the area of the field offices for use by all persons having business in connection with the Project. Mobile type field offices will be acceptable.

(2) Method of heating each field office shall be electric as approved by the Consulting Engineer.

(3) Costs related to connections from the Temporary Electric Service Point and from the temporary water connections, maintenance, utility costs and cleaning of their field offices shall be by the respective Contractor.

(4) It shall be each Contractor's responsibility to see that their field offices are equipped at all times with copies of the latest approved shop drawings bearing Engineer's stamp and a complete set of all the latest Drawings and Specifications.

(5) The Contractors' Field Offices and their contents as herein specified shall belong to the respective Contractors who provided them and shall be removed from the site or relocated by the respective Contractors when directed by the Consulting Architect.

B. County Representative's Field Office

(1) The General Construction Contractor shall furnish, install and maintain offices for the exclusive use of County Representatives.

(2) The Contractor shall provide an approved heated, cooled and weatherproof office and shall be not less than 360 square feet of floor area with a minimum width of 10 feet and a ceiling height of not less than 8 feet. The office shall be located on the site within the vicinity of the General Construction Contractor's Office.

(3) The office shall be provided with at least seven (7) screened windows on at least two sides, electric lights, working lavatory and toilet, and 2.4 ghz cordless telephone with outside bell. All the equipment and furnishings provided by the Contractor for use by the County's Representatives shall be serviced and maintained by the Contractor until the completion of the project.

(4) Supply the following equipment and furnishings for the field office.

i. Hot and cold bottled drinking water dispenser.

ii. One (1) suitable office desk with drawers.

iii. Three (3) chairs.

iv. One (1) plan table.

v. One conference table 8-0" x 2'-6" and 10 metal folding chairs.

vi. HP Officejet 7310 ALL-IN-ONE, Printer, Copier, Fax, Scanner or equal.

vii. One (1) five-drawer filing cabinet (legal size with lock) Hon HN-315C-L, Color -Putty.

viii. Two (2) hi-lo type thermometers with a range from -20 degrees to 120 degrees F.

(5) Heating and Cooling: As part of the lump sum price bid for the General Construction Contract, the County's Representative field office shall be heated by electric heaters to a temperature of not less than 68 degrees F. or cooled by air conditioners to not more than 78 degrees F. during summer months when outside temperature conditions are 10 degrees F. in winter and 93 degrees F. in summer.

(6) Maintenance including cleaning in the field office will be done on a weekly basis.

(7) All costs for utility connections, disconnection and services (telephone, electric, etc.) will be borne by the General Contractor.

(8) Above listed Items 4vi, 4vii & 4viii shall become the property of the County at the completion of the work.

(9) The field office and all other items shall remain the property of the General Construction Contractor and shall be removed at the completion of the work.

PART 3 EXECUTION

3.01 Performance

A. Maintain temporary field offices as long as required.

3.02 Removal

A. Remove temporary field offices at the completion of the project or when directed to do so by the Architect.

GR22. SECTION 01650 - FACILITY STARTUP/COMMISSIONING- NOT USED

GR23. SECTION 01651 - EQUIPMENT SERVICING – NOT USED

GR24. SECTION 01710 - CLEANING AND FINISHING

PART 1 GENERAL

1.01 Description

A. The General Construction Contractor shall, upon completion of his Work, clean his equipment to the satisfaction of the Owner.

B. The General Construction Contractor shall do the following cleaning at completion of the work:

(1) Remove putty stains and paint from all glass and shall wash and polish same. Care shall be taken not to scratch the glass.

(2) Remove all marks, stains, fingerprints and other soil or dirt from all painted, decorated and stained work.

(3) Remove all temporary protections.

(4) Clean and polish all floors and waxed woodwork upon completion.

(5) Clean and polish all hardware for all other trades. This shall include removal of all stains, dust, dirt, paint, etc.

GR25. SECTION 01720 - RECORDS AND DRAWINGS

PART 1 GENERAL

1.01 Description

A. The Contractor (each Contractor on multiple prime contracts) shall maintain at the site for the Owner one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, authorized Change Orders and other Modifications, in good order and marked to record all changes made during construction. These shall be available at all times to the Owner or Engineer and their representatives. The Drawings and Specifications, marked to record all changes made during construction, shall be delivered to the Architect for the Owner upon completion of the work in the form of As-Built Drawings.

GR26. SECTION 01725 - AS-BUILT DRAWINGS

PART 1 GENERAL

1.01 Description

A. The Contractor (each Contractor on multiple prime contracts) shall be supplied with *.dwg, AutoCAD files for their portion of the work, for use in preparation of as-built drawings. The Consultant shall supply these files on CD ROM. In absence of a Consultant (i.e., in-house design project), the County shall supply this information.

1.02 The Contractor (each Contractor on multiple prime contracts) shall maintain in the construction office at the job site a set of prints of Contract Drawings. A daily record, in red pencil, shall be kept on these prints of the work installed and all modifications or changes therein. This set of prints shall be available at all times to the Engineer for inspection.

1.03 At Substantial Completion, the Contractor (each Contractor on multiple prime contracts) shall transfer all information from field prints to the electronic files. Each Contractor shall state the following on the drawings: "To the best of my knowledge, these Drawings represent the actual in-place conditions of the project. All actual locations, both vertical and horizontal of underground utilities and structures are indicated by dimension." Each Contractor shall provide one (1) set of bond print full size as builts which shall then be signed, dated with the title, Contractor and Contract listed and then delivered to the Engineer for required review. The Contractor shall also provide all information on a CD ROM in *.dwg and *.tiff format.

1.04 All details on Contract Drawings must be corrected for changes and/or modifications.

1.05 Where the location of installed work is presumed or inferred but not specifically measured or located because of its being concealed in existing construction, this shall be so indicated on the installation drawings.

1.06 All buried site utility lines and structures shall be located by diversion from visible permanent structures above grade.

1.07 The Owner shall be the sole judge of the acceptability of any and all drawings.

GR27. SECTION 01750 - SPARE PARTS AND MAINTENANCE MATERIALS

PART 1 GENERAL

1.01 Description

A. Furnish spare parts, supplies and special tools as may be required for the project.

1.02 Related Requirements

A. Section 01650 - Facility Startup/Commissioning.

B. Division 15 – Mechanical.

C. Division 16 – Electrical.

PART 2 PRODUCTS

2.01 Spare Parts

A. As soon as practicable after approval of the list of equipment, the Contractor shall furnish spare parts data for each different item of equipment listed. The data shall include a complete list of parts and supplies, with current unit prices and source or sources of supply. This data shall be included in the Operations and Maintenance Manual.

B. Contractor shall also furnish a list of parts and supplies that are either normally furnished at no extra cost with the purchase of the equipment, or specified to be furnished as part of the Contract, and a list of additional items recommended by the manufacturer and tabulated in the Operations and Maintenance Manual to assure efficient operation for the particular installation for a period of one year or the guarantee period whichever is greater.

C. All spare parts shall be securely boxed in wooden boxes and tagged, and clearly marked on the box for identification as to the name of manufacturer or supplier, applicable equipment, part number, description and location in the equipment. In

order to facilitate parts identification, spare parts information shall include detailed exploded view drawings. All parts shall be inspected and verified, then protected, packaged and sealed in the presence of a County representative for a shelf life of a least ten (10) years. All of these materials shall be stored where directed by the Engineer.

2.02 Special Tools

A. Contractor shall furnish to the County with each piece of equipment as a minimum, two (2) complete sets, or the number of sets called for in the Technical Specifications and the Operations and Maintenance Manuals of suitably marked special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment.

B. Contractor shall submit, for approval by the Engineer, a complete list of the special tools and appliances to be furnished. Such tools and appliances shall be furnished in approved painted steel cases properly labeled and equipped with good grade cylinder locks and duplicate keys.

PART 3 EXECUTION

3.01 Lubrication Survey

A. A lubrication survey shall be provided and all associated costs paid for by each Prime Contractor.

B. The lubrication survey shall list all equipment, the equipment manufacturer's lubrication recommendations, and an interchangeable lubrication tabulation standardization, and consolidating lubricants whenever possible.

C. The Contractor shall supply all lubricants, applicators and labor for lubricating the equipment, in accordance with manufacturer's recommendations, as indicated in the approved Operations and Maintenance Manuals. A supply of required lubricants sufficient for start-up and one year of operation shall also be supplied.

D. Two (2) copies of the approved lubrication survey shall be furnished prior to final acceptance.

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PROJECT LABOR AGREEMENT

evaluated and negotiated by

LiRo Engineers, Inc.

on behalf of

SUFFOLK COUNTY

and the

BUILDING AND CONSTRUCTION TRADES COUNCIL OF NASSAU AND SUFFOLK COUNTIES

For

VARIOUS CONSTRUCTION PROJECTS IN SUFFOLK COUNTY

AUGUST 2025

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Project Labor Agreement - Letter of Assent 66

This is a Project Labor Agreement between Suffolk County and the Nassau Suffolk Building and Construction Trades Council and its affiliated local unions, dated August 27, 2025, for use on various construction projects being undertaken by Suffolk County (the "County").

I. RECITALS

The County of Suffolk deems it necessary to consider, examine, and determine, with respect to all major construction projects to be performed by the County, whether the use of a PLA would benefit and enhance the interests of the County in the timely and efficient completion of the projects.

As construction of new buildings, facilities and plant or renovation of existing buildings, facilities and plant are a significant undertaking for the County, the County desires that their Projects are constructed to the highest standards, in a timely fashion, and without impacts and delays arising out of labor disputes.

The County has utilized PLAs on many of their significant projects constructed over the last 20 years and has found in all cases that the Cost, Time and Quality performance of the project was enhanced through the use of a PLA.

For each project to be constructed under the guidelines of this PLA, a project specific Addendum to this Agreement must be developed and signed by the County and the Nassau Suffolk Building and Construction Trades Council on behalf of itself and its affiliated Local Unions. Each project specific Addendum is to outline and include the following:

A. The Name of the designated construction manager or Consultant who performed the Feasibility Analysis
B. The general findings of the Feasibility Analysis used as the basis of the recommendation to utilize a PLA on the project
C. The name of the designated construction manager or Consultant who will be the County's designated PLA Administrator for the specific project
D. Any and all adjustments to the PLA for implementation on the specific project
E. A description of the project being undertaken by the County, which must include a description of "Covered Work", as elsewhere defined in this Agreement
F. A determination whether the project is subject to Wicks Law, and if so, whether the project will be constructed utilizing a Single Prime Contractor or Multiple Prime contractors, as permissible
G. Anticipated project Schedule and Milestones
H. Project Location

I. Project Architect and/or Engineers

J. Project Specific Letter of Assent

The County has determined that the Nassau Suffolk Building and Construction Trades Council (the Council) is the appropriate representative of labor in the Suffolk County area for purposes of construction projects. First, the trade unions affiliated with the Council include all of the skilled trades required for the construction of County projects. No other collective of unions in the Suffolk County area is similarly constituted. Second, the Council has the ability, in connection with its constituent trade unions, to make the numerous and important concessions required by the County for the projects. Third, the Council acting with approval of its constituent unions has the ability to ensure labor peace at the projects, by agreeing not to engage in otherwise protected concerted conduct with respect to the projects.

The County has approved the PLA set forth below, and has directed that it be included in the Contract Documents for specific projects which will be added by Addendum, with the stipulation that all successful bidders, and all levels of subcontractors together with their respective sureties, shall abide by the Agreement with respect to the performance of all work on the projects and that any failure to comply with the Agreement fully shall be considered a material breach of the Contractor's (as elsewhere defined) agreement for the respective project with the County, justifying, among other remedies, immediate termination of the Contractor and demand upon its surety.

NOW, THEREFORE, based on the Recitals set forth above, the County and the Council submits this Agreement for approval by all parties.

II. AGREEMENT

ARTICLE I. PARTIES TO THE AGREEMENT

This Agreement is by and among 1.) Suffolk County; 2.) The Council, acting for itself and for its participating constituent local unions; 3.) The Signatory Unions, acting for themselves and their members; and 4.) all contractors and their subcontractors of every tier, performing work covered by this Agreement. The County will designate a PLA Administrator on behalf of, and with full authority of, the County for the performance of tasks under this agreement for which the County is responsible. The Agreement may be amended with the mutual consent of the County and the Nassau Suffolk Building and Construction Trades Council acting for itself and the signatory local unions.

ARTICLE II. GENERAL CONDITIONS

SECTION 1. DEFINITIONS

The County in this Agreement is Suffolk County. The Construction Manager and PLA Project Manager/ Administrator will be designated by the County via project specific addenda. A local union signing this Agreement is referred to in this Agreement as a "Signatory Union." Similarly, a contractor signing this Agreement, including all of its subcontractors of every tier, engaged in Project construction work, as defined in Article Ill of this Agreement, is referred to in this Agreement as the "Contractor(s)." Each "Project" shall be a project added by Addendum to this PLA, and further defined in the agreement between the County and Contractor/s. Work covered by this Agreement is defined in Article III and is referred to in this Agreement as "Covered Work." The "Contract Documents" shall be defined as the agreement between the County and the Contractor, the Project Labor Agreement, all plans (drawings), specifications, project manual and bid documents, and any and all addenda and supplemental information, as well as any other documentation required by the County, including, but not limited to, performance bonds, payment bonds and certificates of insurance; project specific Contract Documents will be identified in the project specific addenda.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless each of the following conditions are met: (i) the Agreement is signed by the Council, having received authorization from its parent organization, North America's Building Trades Union; (ii) the Agreement is signed by the involved local union representing craft employees needed for the Project; (iii) the Agreement is signed by the County; and (iv) a project specific Addendum is developed and signed by the Council and the County for each project on which this agreement is implemented.

Each signatory to this Agreement represents that it possesses the legal capacity to enter into this Agreement and to perform fully the obligations imposed upon it by this Agreement.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall bind the County, the Council, all Signatory Unions and the Contractor(s) and all its subcontractors performing construction work at the Project, including site preparation work, which comprises Covered Work as defined in Article III. Further, the Contractors shall require, in all subcontracts pertaining to Covered Work, that the subcontractor of all tiers also become a signatory to, and be bound by, this Agreement by signing a "Letter of Assent" in the form annexed hereto as Exhibit "A".

The PLA Administrator is a professional services provider engaged by the County as an agency Construction Manager. The designated Construction Manager and will not be performing any portion of the

Covered Work with either direct labor forces or subcontractors, except as provided elsewhere in this Agreement (see Article III, Section 3). The County's Construction Manager or designated Consultant will administer the Project Labor Agreement on the behalf of, and with full authority of, the County. The PLA Administrator will also provide a contact person who will be the project communication contact for all parties of this agreement. The County will direct the Construction manager or Consultant under the terms of their agreement with the County to perform the responsibilities of PLA Administrator in accordance with the above. The PLA Administrator will be designated within the project specific Addendum adding a project to the terms and conditions of this PLA Agreement.

This Agreement shall also be binding upon any contractor subsequently engaged by any surety pursuant to the terms of any applicable performance bond to complete any portion of the Covered Work as a result of the default, termination or other failure or inability of the original contractor to complete the Covered Work.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements as listed in Schedule "A," represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project Work, in whole or in part, except work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking which shall be performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of the dispute resolution mechanisms contained herein. Subject to the foregoing, where a subject covered by the provisions of this Agreement is also covered by a Schedule "A," the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing Project Work. No practice, understanding or agreement between a Sub Contractor and a Local Union, which is not set forth in this Agreement, shall be binding on this Project Work unless endorsed in writing by the Prime Contractor. Nothing in this Agreement requires employees to join a union or pay dues or fees to a union as a condition of working on the covered project. This Agreement is not, however, intended to supersede independent requirements in applicable local union agreements as to contractors that are otherwise signatory to those agreements and as to employees of such employers performing covered work.

SECTION 5. LIABILITY

The PLA Administrator and the County shall not be liable for any violations of this Agreement by a Contractor or a Signatory Union. The Council shall not be liable for any violations of this Agreement by any Signatory Union. Signatory Unions or Contractors shall only be liable for their own violations of this Agreement and shall not be vicariously liable for the violations of others.

SECTION 6. BID SPECIFICATIONS

Each project's Contract Documents shall require that all contractors, and their subcontractors of all tiers, performing Covered Work for the Project, shall be bound by this Agreement and shall require the execution of the Letter of Assent, as a condition precedent to award of the contract or the County's approval of the contractor/subcontractor in question. Nothing in this Agreement shall be construed as limiting the County's otherwise lawful exercise of its right in determining which Contractors shall be awarded contracts for the Project. Similarly, nothing in this Agreement shall be construed as limiting the County's otherwise lawful exercise of its right, at any time, to terminate, delay or suspend the work, in whole or part, on the Project.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

This Agreement will be provided to all bidders and will fully apply to all successful bidders/ Contractors on the Project and their subcontractors of every tier. This Agreement shall not apply to (i) the work of any Contractor performed at any location other than the Project site, as defined in Article Ill, Section 1, (ii) to any work performed by employees of the County at the Project site, (iii) the work of contractors retained by the County under existing or future requirements contracts but only to the extent that any work order issued pursuant to such contracts does not include the performance of any Covered work, (iv) emergency type contracts issued by the County pursuant to the authority of Section 103(4) of the General Municipal Law, not specifically, or exclusively, related to the Project, or (v) the work of other employees performing work and/or services for the County, other than Covered Work. Other employees may be excluded as set forth in Article Ill, Section 3.

ARTICLE III. SCOPE OF THE AGREEMENT

Covered Work shall be the construction of a Project described in a project specific Addendum and more specifically described by the Bid Documents for the subject Project. Work shall be limited to construction contracts bid and let by the County after the effective date of this Agreement, and advertised for public solicitation prior to December 31, 2030, for any Project which an Addendum has been issued pursuant to Article I.

SECTION 1. THE COVERED WORK

This Agreement shall apply, during its effective period, only to the (i) on-site construction work at the Project; and (ii) off-site work on components or elements of the Project, (including delivery of those products) dedicated and fabricated specifically for the Project, but only to the extent presently provided for by prevailing practices under the applicable Appendix A Agreement, required to complete the physical work shown on the Drawings (Plans) and Specifications for the Project.

With regard to furniture, fixtures and equipment ("FF&E") purchased directly by the County, and such items assembled and/ or permanently attached on site after substantial completion of a Project or a portion of a Project are not covered under this section. FF&E is defined as movable furniture (including modular workstations), fixtures or other equipment that have no permanent connection to the structure of a building, its systems and/or utilities. This provision for FF&E shall not be construed to exclude equipment required for the operation of any systems, machinery or utilities, plumbing and lighting fixtures; floor and/ or wall finishes; built-in-place cabinetry, counters, or similar built-ins; and such items are within the scope of this agreement

SECTION 2. TIME LIMITATIONS

Subject to other provisions of this Agreement, which may provide for the earlier termination of this Agreement with respect to specific Contractors, this Agreement shall terminate upon the completion and acceptance by the County of the Covered Work in its entirety, unless the County elects, in a writing to terminate or delete from the plans all or part of the Covered Work before completion, provided, however, that in the event of any such partial or complete termination of the Covered Work, the resumption of any such Covered Work as part of a Project shall only be permitted under the terms of this Agreement. This Agreement shall terminate immediately upon issuance of a written statement by the County confirming the cessation of Covered Work.

SECTION 3. EXCLUDED EMPLOYEES

Notwithstanding any other provision of this Agreement, including the provisions of any Appendix A Agreement, the following persons and items are specifically excluded from coverage by this Agreement:

i. employees of the County and their consultants, including the County's designated PLA Administrator and/ or Construction Manager, and the County's architects/ engineers for the Project, superintendents, supervisors (excluding craft and general forepersons and field craft surveyors specifically covered by an Appendix A Agreement), staff engineers, inspectors and testers (not including employees of contractors performing testing and balancing of HVAC systems, which is Covered Work), quality assurance personnel; mail carriers, clerks, office workers, messengers, security personnel, non-manual employees,

emergency medical and first aid technicians, and other professional, engineering, administrative and management personnel, and all annual/on-call contracts administered by the County;

ii. independent engineers or technicians retained for equipment and machinery owned or operated by the County at the Project which is not being used to perform Covered Work;

iii. independent engineers or technicians retained for laboratory or specialty testing or inspections not ordinarily done by a Signatory Union;

iv. non-construction technical support services contracted by the County or PLA Project Manager for the Project, not related to the construction or wiring of such technical components;

v. employees engaged in on-site equipment or material warranty work unless a current employee of a contractor is on site and certified by the relevant manufacturer to make warranty repairs on the equipment and the relevant manufacturer certified in writing that use of said employee will not adversely impact the warranty for said equipment or material; and

vi. employees and entities engaged in off-site manufacture, modification, repair, maintenance, alteration or deliveries to and from the job site of building equipment, materials or components except to the extent such employees or entities are performing off site work recognized as part of the Covered Work under Section 1 of this Article.

This Agreement shall not apply to the parents, affiliates, subsidiaries, joint enterprises or other joint or sole ventures of any Contractor or subcontractor which do not perform work for a Project, provided such other entities are not used as a device or intermediary by such Contractor or subcontractor to avoid its obligations under this Agreement. This Agreement shall not be construed to create any joint employment status between or among the County, PLA Project Manager and any Contractor. This Agreement shall also not be construed to prohibit or restrict the County, or its employees, or an integral part of the County, from performing on or off-site work not forming a part of the Covered Work.

SECTION 4. LIMITATIONS

This Agreement, and the approval of this Agreement by the County, shall not have any force or application, including as a collective bargaining relationship or otherwise, to any other projects or work performed by any of the signatories for work not covered by this PLA. This Agreement also shall not be construed to establish or acknowledge a collective bargaining relationship between any Contractor and the Council or a Signatory Union with respect to any project or any work other than the Covered Work, which does not otherwise exist.

This Agreement shall have no further force or effect on items or areas of Covered Work after the Contractor responsible for performing such items or areas is declared by the County to have achieved final completion of its scope of work under its contract, except to the extent that the Contractor is directed by the

County to engage in check-out and/or warranty functions related to such items or areas pursuant to its contract with the County.

ARTICLE IV. UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Council and the Signatory Unions are recognized by the designated PLA Administrator and the Contractor(s) and its subcontractors on a Project as the sole and exclusive bargaining representatives of all craft employees with respect to Covered Work for the Project.

SECTION 2. UNION REFERRAL

i. All Contractors shall employ, hire and utilize for the duration of the Project, qualified craft employees possessing any required certifications that are indicated who are referred through the job referral systems, hiring halls or related-job placement practices established by the applicable Appendix A Agreement. Notwithstanding this requirement, every Contractor shall have the sole right to determine (a) the means and methods of performing the Covered Work; (b) the number of employees required; (c) the competency of all referred employees; (d) which employees are to be laid-off, subject to the requirements of this Agreement; and (e) whether to reject any referred employees for cause, which shall include, but not be limited to, reasons related to competency, qualifications and productivity, subject to the applicable Appendix A Agreement and the non-discrimination provisions of this Agreement.

ii. If a Signatory Union is unable to fill any request for qualified employees within two (2) working days after the request is made by the Contractor, the Contractor may employ qualified applicants from any other available source. If a Signatory Union does not have a job referral system, the Contractor shall give the Signatory Union preference to refer applicants, subject to the non-discrimination and other provisions of this Article. The Contractor shall notify the appropriate Signatory Union of craft employees hired within its jurisdiction from any source other than referral by that Signatory Union.

iii. The Signatory Unions shall exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of each Contractor. The signatories to this Agreement support the development of increased numbers of skilled construction workers to meet the need of the Project and of the industry generally. Toward that end, the Signatory Unions agree that any recognized job referral system shall give priority to qualified residents from Suffolk and Nassau Counties and their immediate vicinity to the extent consistent with applicable law and rule or regulation of the Union's respective referral systems. The Signatory Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor under this Agreement.

SECTION 3. NON-DISCRIMINATION

The Signatory Unions represent that their hiring halls, referral systems and related job placement practices will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations which require equal employment opportunities.

Referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements. Referrals shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system, hiring hall or related job-placement practice, because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY AND FEMALE REFERRALS

If a Signatory Union either fails, or is unable, to refer qualified minority or female applicants within 48 hours of a Contractor's request in percentages equaling Project affirmative action goals set in the Contract Documents, the Contractor may employ qualified minority or female applicants from any other available source.

SECTION 5. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and general forepersons, and the number of forepersons required, shall be at the discretion of the Contractors; except where such selection is otherwise provided by specific provisions of an applicable Appendix A Agreement. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons and may include other Appendix A Agreement duties when the craft persons being led exceeds a specified number.

ARTICLE V. UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Signatory Union representing employees performing Covered Work shall be entitled to designate one (1) representative, and one (1) alternate, who shall be afforded access to the Project. Such designation shall be in writing which shall be provided to the PLA Project Manager and the Contractor involved.

SECTION 2. STEWARDS

i. Each Signatory Union shall have the right to designate a working journeyperson as a Steward, lead engineer or other designee as the case may be, and an alternate (collectively, Stewards), in accordance with the practices as set forth in the applicable Appendix A Agreement. Each Signatory Union also shall notify the involved Contractor and the PLA Project Manager of the identity of the Stewards and

alternate prior to their assumption of such duties. Stewards and any alternate while performing as a Steward shall not exercise any supervisory functions and shall receive the regular rate of pay for their craft classifications.

ii. In addition to their obligation to perform the ordinary work of their craft or trade, Stewards shall know and understand the conditions and requirements of the PLA Agreement and shall be available to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be entitled to act only with respect to his trade employees and not with respect to the employees of other trades. Contractors shall not discriminate against Stewards by reason of their proper performance of their duties under this Article.

iii. Stewards shall have no right to determine when, and by whom, overtime shall be worked, except that Stewards may oversee the equitable distribution of overtime opportunities to all employees.

iv. If a Steward is protected against layoff or discharge by any provisions in an Appendix A Agreement, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case where a Steward is discharged or disciplined for just cause, the Signatory Union shall be notified immediately by the Contractor.

ARTICLE VI. MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except to the extent expressly limited by a specific provision of this Agreement, Appendix A Agreement (as modified by this Agreement) and subject to anything otherwise expressly provided in the Contract Documents, that is not inconsistent or in conflict with this Agreement, Contractors shall retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determining the number of employees to be hired and their requisite qualifications; the promotion, transfer, and layoff of its employees; the discipline or discharge for cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; and the requirement, timing, and number of employees to be utilized for overtime work. No rules, customs or practices which limit or restrict productivity or efficiency of individual workers, as determined by the Contractor(s) or CA, and/or joint working efforts with other employees, shall be permitted or observed.

SECTION 2. NO LIMITATION ON CONSTRUCTION METHODOLOGIES

To the extent consistent with this Agreement and provided there is compliance with the Contract Documents, including the Project Plans and Specifications, the Appendix A Agreements (as modified by this Agreement) and applicable law, there shall be no limitation or restriction upon the Contractors' choice of means or methods for performing their work, including, regardless of source or location, upon the use and installation of equipment, machinery, package units, precast, pre-fabricated, pre-finished, or pre-

assembled materials, components of the work, tools, or other labor-saving devices, provided such means and methods are not inconsistent with industry practice and custom in Nassau and Suffolk Counties and, to the extent applicable, the provisions of the applicable Appendix A Agreement. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-off or testing of specified or unusual equipment or facilities as designated by the Contractor(s).

SECTION 3. TEMPORARY HEAT, LIGHT, POWER, WATER

Temporary services, i.e., all temporary heat, water, power and lights, shall only be required upon the specific request of the County and as required by the construction documents, and when so requested shall be assigned to the appropriate trade claiming jurisdiction. There shall be no stacking of trades on temporary services.

ARTICLE VII. WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES -- NO LOCK OUT

There shall be no strikes, work stoppages, hand billing, picketing, slowdowns or other disruptive activity at the Project for any reason by any Signatory Union or employee against any Contractor or employer while performing Covered Work at the Project. There shall be no other union, concerted or employee activity, which disrupts or interferes with operations at the Project. There shall be no lockout with respect to Covered Work by any Contractor. The Council, Contractors and Signatory Unions shall take all steps necessary to ensure compliance with this Article.

SECTION 2. DISCHARGE FOR VIOLATIONS

A Contractor may discharge any employee violating this Article for cause, however, such employee shall be eligible for subsequent referral under this Agreement.

SECTION 3. EXPEDITED ARBITRATION

Any Contractor or Signatory Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below.

i. A party invoking this procedure shall give notice in writing to the designated PLA Administrator, the designated construction manager, if applicable, the Council, and J.J Pierson or Richard Adelman, who shall alternate (beginning with Arbitrator J.J. Pierson) as Arbitrator under this expedited arbitration procedure. If the Arbitrator next on the list is not available to hear the matter within twenty-four (24) hours of notice, the next Arbitrator on the list shall be called. Copies of such notification will be simultaneously sent to the alleged violator and Council.

ii. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Local Union involved, the Council, the designated PLA Administrator and the designated construction manager, if applicable, hold a hearing within forty-eight (48) hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than twenty-four (24) hours after the notice required by Section 3 above.

iii. All notices pursuant to this Article shall be in writing by hand delivery, or fax, confirmed by overnight delivery, to the Arbitrator, Contractor involved, Local Union involved, the Council, designated PLA Administrator and the designated construction manager, if applicable. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed eight (8) hours duration (no more than four (4) hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. A failure of any Local Union involved, or Contractor involved to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

iv. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease-and-Desist Award restraining such violation (the "Award") and serve copies of the Award on the Contractor and Local Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation, or to award any relief other than a cease-and-desist order (any damages issue is reserved solely for court proceedings, if any). At any time before the issuance of the Award, the Arbitrator may attempt to mediate a settlement of the matter by informal discussions among the affected parties, without delaying, however, any of the time constraints established under this Article. The Award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

v. The County, the designated construction manager, if applicable, and designated PLA Administrator (or such other designee of the County) may participate in full in all proceedings under this Article.

vi. An Award issued under this procedure shall be final and binding and may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Local Union involved or Contractor involved, the Council, the designated construction manager, if applicable, and the designated PLA Administrator.

vii. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Local Unions to whom they accrue.

viii. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Local Union.

SECTION 4. ARBITRATION OR DISCHARGES FOR VIOLATION

The grievance and arbitration procedures contained in Article IX shall not be applicable to any alleged violation of this Article, with the sole exception that an employee discharged for an alleged' violation of Section 1 of this Article may invoke the procedures of Article IX to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article, but not for the purpose of modifying the discipline imposed where a' violation is found to have occurred.

ARTICLE VIII. LABOR MANAGEMENT COMMITTEE

SECTION 1. SUBJECTS

A Project Labor Management Committee shall be established consisting of one (1) representative, and a designated alternate, from the designated PLA Project Manager, the Council and the County. The Committee will meet on a regular basis to: promote harmonious relations among the Contractors and Signatory Unions; enhance safety awareness, cost effectiveness and productivity of construction operations; protect the public Interest; discuss matters relating to staffing and scheduling with safety and productivity as considerations; review affirmative action and equal employment opportunity matters pertaining to the Project; monitor and ensure timely completion; assist in ensuring that a high degree of skill and quality of workmanship is attained at the Project; and to address, in advance, any potential work assignment issues.

SECTION 2. COMPOSITION

The Committee may be jointly chaired by the representatives of the designated PLA Project Manager, the Council and the County. The Signatory Unions and Contractors may be requested by the Committee to designate representatives to assist in discussing any issues being addressed at any meeting. The Committee may elect to establish subcommittees to assist in the performance of its duties.

ARTICLE IX. GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below, provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Any question dispute or claim arising out of or involving the interpretation or application of the terms of a Schedule "A" Agreement involving a Local Union signatory contractor shall be resolved pursuant to the procedures established in the applicable Schedule "A" Agreement.

Step 1:

i. When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the applicable Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor and the designated construction manager, if applicable. To be timely, such notice of the grievance must be given within seven (7) calendar days after the act, occurrence or event giving rise to the grievance, or as soon thereafter as practical. Any employee grievance involving the interpretation or application of the terms of a Schedule "A" Agreement involving a Local Union signatory contractor shall be resolved pursuant to the procedures established in the applicable Schedule "A" Agreement. The business representative of the Local Union or the job steward and the worksite representative of the involved Contractor shall meet and endeavor to adjust the matter within seven (7) calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within seven (7) calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor, the designated PLA Administrator, Council and the designated construction manager, if applicable with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved unless the settlement is accepted in writing by the designated PLA Administrator (or other County designee) as creating a precedent.

ii. Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within seven (7) calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

A Step 2 grievance shall be filed with the designated construction manager, if applicable, the designated PLA Administrator, the Council, the Contractor, and, if the grievance is against a subcontractor, the subcontractor. The Business Manager or designee of the involved Local Union, together with

representatives of the involved Contractor, Council, the designated PLA Administrator, and the designated construction manager, if applicable (or County designee), shall meet in Step 2 within seven (7) calendar days of service of the written grievance to arrive at a satisfactory settlement. The Council shall schedule the Step 2 meeting.

Step 3:

i. If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within seven (7) calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants, including the designated construction manager, if applicable (or County designee) to the Council. In the event the matter is not resolved at Step 2, either J.J. Pierson or Richard Adelman, who shall act, alternately (beginning with Arbitrator J.J. Pierson), as the Arbitrator under this procedure, shall be designated at the Step 2 hearing and the Council will notify the arbitrator of his designation. After such notification by the Council, the Local Union demanding arbitration shall within a reasonable time request the Arbitrator to schedule the matter for an arbitration hearing date. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and Local Union.

ii. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the designated construction manager, if applicable (or County designee), involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITED RETROACTIVE EFFECT OF AWARDS

No arbitration decision or award under this Article may have retroactive effect for a period exceeding sixty (60) days prior to completion of submission of the initial written grievance on the PLA Project Manager and the Contractor and Signatory Union involved.

SECTION 3. PARTICIPATION BY PLA PROJECT MANAGER

The designated PLA Administrator/ PLA Manager shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration, when directed to do so by the County.

ARTICLE X. JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article VII.

SECTION 2. ASSIGNMENT

All Project work assignments shall be made by each Contractor pursuant to law and in consideration of industry custom and practice in Nassau and Suffolk Counties, including relevant provisions of applicable Appendix A Agreements concerning such custom and practice. All work assignments shall be in accordance with Article IV of this Agreement.

SECTION 3. PRE-JOB CONFERENCES

The Labor Management Committee established under Article VIII herein shall be formulated upon execution of this Agreement and shall convene a pre-job conference as soon as practicable following contract award, and in any event prior to the Contractor's mobilization on the Project, which shall include all affected subcontractors and trades of any tier, to resolve any issues with respect to scheduling and work assignments that have been made. No later than 10 days prior to beginning its work on the project site, each Contractor shall inform the designated PLA Project Manager of the identity of the Building Trades Union to which it intends to assign the work within the scope of its contract. The designated PLA Project Manager shall immediately forward that tentative assignment in writing to the Labor Management Committee, which may, prior to the Contractor beginning its work, schedule a conference with the Contractor, and interested Affiliated Unions or Building Trades Unions to discuss the tentative assignment. The County shall make good faith efforts to ensure that all contracts let on the Project are let to contractors that shall result in the assignment of the work involved to the Union(s) entitled to perform the work under prior National Plan decisions. If, however, no Green Book decisions address the assignment of the particular work involved or the respective trades are not in agreement, the designated PLA Project Manager or Contractor shall assign it in conformance with Section I above. If the Labor Management Committee is unable to resolve any jurisdictional issue referred to it, the affected affiliated Local Union must submit the matter to the Section 4, below, for immediate action.

SECTION 4. PROCEDURE FOR SETTLEMENT OF JURISDICTIONAL DISPUTES

A. Any Signatory Union having a jurisdictional dispute with respect to an aspect of the Covered Work assigned to another Signatory Union will submit the dispute, in writing, to the Administrator, Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan), within seventy-

two (72) hours and send a copy of the letter to the other Signatory Union involved, the Council, the Contractor involved, the PLA Project Manager and the County. Upon receipt of a dispute letter from a Signatory Union, the Administrator shall invoke the procedures set forth in the Procedural Rules and Regulations to the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Procedural Rules and Regulations for the Plan. A copy of the Plan and its Procedural Rules and Regulations can be found at the following website:

https://nabtu.org/field-services/plan-settlement-jurisdictional-disputes

B. Within two (2) calendar days of the receipt of the dispute letter, there shall be a meeting of the Signatory Unions involved, the Council, the designated PLA Project Manager and the County for the purpose of resolving the jurisdictional dispute.

C. If the dispute remains unresolved after this meeting, the parties will proceed to final and binding arbitration in accordance with the principles and procedures set forth in the rules of the Plan and its Procedural Rules and Regulations. The Arbitrator shall render a short-form written decision within three (3) days of the hearing based upon the evidence submitted at the hearing. The Arbitrator shall not be permitted, under any circumstance, to direct an assignment of an aspect of the Covered Work in violation of applicable local, state or federal law, rule or regulation.

D. This Jurisdictional Dispute Resolution Procedure will apply only to work performed by the Signatory Unions at the Project. Further, no party, by reason of its execution of this Agreement, shall have any obligation under the Plan, or its Rules or Regulations, with respect to any other project or with respect to the Project beyond the effective period of this Agreement.

E. Any Signatory Union involved in a jurisdictional dispute on the Project shall continue working in accordance with Section 2 of this Article and without disruption of any kind.

SECTION 5. AWARD

Any jurisdictional award pursuant to Section 3 of this Article shall be final and binding on the disputing Signatory Unions and the Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the designated PLA Project Manager and the affected Contractor shall be considered parties in interest and shall be sent contemporaneous copies of all notifications required under these Articles and, at their option, may participate fully as a party in any proceeding initiated under these Articles.

SECTION 6. NO INTERFERENCE WITH WORK

There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally

resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the parties involved. There shall be no strike, work stoppage or interruption in protest of any such award. The award, which shall be adhered to by the Contractor, shall not provide for any award of damages or other expenses against the County, or the Contractor based on its prior jurisdictional designation; provided, however, that this provision shall not be interpreted to preclude otherwise existing rights for an award of monetary damages against the Contractor based on its jurisdictional designation.

SECTION 7. LIMITATIONS

Any arbitration panel convened for the purpose of resolving jurisdictional disputes shall have no authority to assign work to a crew of more employees than the minimum required by the Contractor; nor to assign the work to employees who are not qualified to perform the work involved. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than one (1) employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

ARTICLE XI. WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND WAGES

All employees covered by this Agreement shall be classified in accordance with their work performed and paid the hourly wage rates applicable for those classifications as required by the applicable prevailing wage laws.

SECTION 2. EMPLOYEE FRINGE BENEFITS/SUPPLEMENTS

Employees shall be paid fringe benefits/supplements in accordance with the Appendix A Agreement and the time requirements therein. Delinquency of payments shall be subject to the resolution in accordance with the Schedule A Collective Bargaining Agreement. Nothing in this Agreement shall preclude the right of any fund or entity from lawfully collecting fringe benefits/supplements for employees performing covered work to utilize the applicable rights and remedies afforded under the New York Lien Law; E.R.I.S.A., or any other applicable law.

Any Signatory Union alleging a failure to pay appropriate wages and fringe benefits shall give written notice in writing to the Council, the County and the designated PLA Project Manager within 30 days of the alleged failure in order to initiate the expedited arbitration process.

SECTION 3. EMPLOYEE BENEFITS/TRUST FUNDS

A. The Contractors agree to promptly pay contributions to the established Trust Funds in the amounts designated in the appropriate Appendix A Agreements. Jointly trusted fringe benefit plans

established or negotiated through collective bargaining during the life of this Agreement may be added and the Contractors agree to promptly pay contributions to such funds.

B. The Contractors are to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds with regard to work done on this project for those employees to whom this Agreement requires such benefits payments.

C. The designated PLA Project Manager, in order to ensure the full and timely remittance of all union dues and fringe benefits/supplements due the affiliated Signatory Unions as provided for in the Schedule "A" Agreements, agrees that it will, upon notification of not more than fifteen (15) days from the date of a default from any affiliated Signatory Union that a Contractor has become delinquent in the payment of union dues and/or fringe benefits/supplements due in connection with the work on this Project, to immediately stop payment on all monies due or which may become due to the delinquent Contractor up to the amount alleged to be owed from this Project and all such funds be paid directly to the complaining Signatory Union to be applied against the amounts owed by the defaulting Contractor. Before such payment is made, the PLA Project Manager shall first advise the Contractor in writing of the complaint made by the Signatory Union and the amounts claimed and shall allow the Contractor a period of ten (10) days from the date of notification to produce a written letter signed by the Business Manager of the complaining Signatory Union that the amount in default has been paid in full and the Contractor is current in remittance of Funds or a bona-fide explanation acceptable to the complaining Signatory Union of why in the Contractor's opinion the amounts are not due as alleged. In the event of such a bona-fide dispute, the PLA Project Manager will use his best effort to act as an initial arbitrator and take action it then deems appropriate.

D. No monies shall be paid to the delinquent Contractor who may request arbitration of the dispute in accordance with Article IX herein. In the event such a letter is not delivered to the designated PLA Project Manager within the (10) days from the date of notification to the defaulting Contractor, the PLA Project Manager shall immediately pay over to the Fund Administrator of the complaining Signatory Union all monies due the defaulting Contractor to the extent necessary to satisfy the amounts payable to the Contractor by the PLA Project Manager for the Project. None of the foregoing is to be construed as having created a debt on the part of the PLA Project Manager to the Signatory Union for unpaid Funds by defaulting Contractors except to the extent that funds are payable to the Contractors and overdue to the Signatory Unions for this Project and with proper notice as herein provided. There will be no strike, work stoppage or disruption pending resolution of the dispute.

E. Notwithstanding the foregoing provisions of this Article, including any provisions to arbitrate disputes, in the event the designated PLA Project Manager fails to perform its obligations under this Article for forty-five (45) days, the members of a Signatory Union, on five (5) days written notice with

right to cure from the complaining Signatory Union to the delinquent Contractor, with copies to the President of the Building Trades Council and the PLA Project Manager and the County, can elect to refuse to perform services for a delinquent Contractor. Upon the curing of such delinquency, all work shall immediately recommence and the parties shall return to the status quo ante. The provisions of Article VII shall remain in full force and effect with respect to all other Signatory Union members working on the Project. If a Contractor fails to contribute to a Signatory Union's benefit/supplement funds because of the Contractor's inability to collect payment from the County for work performed on the Project, the PLA Project Manager agrees that the Contractor will not be removed from the job for non-performance which results from a Signatory Union's members refusing to perform services as set forth in this Section.

ARTICLE XII. HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

The regular work week shall consist of forty (40) hours at straight-time rates for pay and fringe benefits/supplements, Monday through Friday. The standard work day shall consist of eight (8) hours, with a Project start time uniformly set by the PLA Project Manager and the Contractors at 7:00 a.m. or 8:00 a.m., with one-half (1/2) hour unpaid lunch period, to commence no earlier than 11:30 a.m. and no later than 12:00 p.m., which shall not be counted as part of the eight (8) hour workday. If operational considerations warrant, with one (1) week advance notice, the work day may be further changed by agreement among the Contractor, the Signatory Union and the PLA Project Manager, and such agreement shall not be unreasonably withheld.

SECTION 2. OVERTIME

The rate of pay for overtime hours worked during the period Monday through Friday (excluding recognized holidays) outside the eight (8) hour work day established in Section 1 of this Article shall be at time and one-half the regular hourly rate. The rate or amount of fringe benefits/supplements for overtime hours worked during the period Monday through Friday (excluding recognized holidays) outside the eight (8) hour work day established in Section 1 of this Article shall be at the rate or amount provided under the applicable Appendix A Agreement.

The rate of pay and rate (or amount) for all other overtime hours shall be in accordance with the applicable Appendix A Agreement. Where an Appendix A Agreement provides a process for designating employees to work available overtime, that process will be honored. In the absence of such a process, there will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall perform such overtime work. Trade employees shall not be penalized for refusing to work overtime. Overtime may only be worked where unavoidable in the sole judgment of the Contractor and the PLA Project Manager.

SECTION 3. SHIFTS

i. Flexible Schedules - Where permitted by an Appendix A Agreement, scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five (5) consecutive workdays, Monday through Friday, must have the prior approval of the PLA Project Manager, and must be scheduled with no less than five (5) workdays notice to the Signatory Union. Second shift hour work shall be paid at the straight time Schedule A rate plus 25% on wages and fringes unless an Appendix A agreement provides for a lesser rate on shifts. Third shift hour work shall be paid at the straight time Schedule A rate plus 25% on wages and fringes unless an Appendix A agreement provides for a lesser rate on shifts. All weekend work, including weekend shift work, shall be paid in accordance with Schedule "A" collective bargaining agreements. Employees performing roadwork on a second or third shift shall be paid shift premiums in accordance with the appropriate Schedule "A" collective bargaining agreement.

ii. Flexible Starting Times - Shift starting times shall be adjusted by the Contractor as necessary to fulfill Project requirements, and, in case of emergency, shall be subject to the notice requirements of the Appendix A Agreements.

iii. A Contractor shall schedule an unpaid period of not more than one-half (1/2) hour duration at the work location between the third (3rd) and fourth (4th) hour of the scheduled shift, which shall not be counted as part of the standard eight (8) hour work day. A contractor may, for efficiency of operation, establish a schedule, which coordinates the meal periods of two (2) or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Appendix A Agreement.

SECTION 4. HOLIDAYS

i. The eight (8) recognized holidays for this Project shall be the following:

New Years Day Labor Day
Presidents Day Veterans Day
Memorial Day Thanksgiving
Fourth of July Christmas

ii. Payment - Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Appendix A Agreement.

iii. Holidays shall be observed on the days designated by New York State law. In the absence of such designation, holidays falling on a Saturday shall be observed on the previous Friday; and holidays falling on a Sunday shall be observed on the following Monday.

SECTION 5. REPORTING PAY

i. Employees who report to the work location pursuant to the regular schedule and who are not provided with work, or whose work is terminated early by a Contractor, for whatever reason, shall receive reporting pay in accordance with the applicable Appendix A Agreement.

ii. When an employee, who has completed his/her scheduled shift and left the Project site, is "called out" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as required by the applicable Appendix A Agreement, at the employee's straight time rate.

iii. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 of this Article, they shall be paid only for the actual time worked.

SECTION 6. PAYMENT OF WAGES

i. Payday- Payment shall be made by check, drawn on a New York bank with branches located within commuting distance of the Project site. Paychecks shall be issued by the Contractor at the job site in accordance with prevailing practices for the applicable trade. Not more than three (3) days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.

ii. Termination- Employees who are laid off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractor shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 7. EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life and/or safety of employees or others, suspend all or a portion of Project work with pay subject to the applicable Appendix A Agreement.

SECTION 8. INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than eight (8) hours wages for that day.

SECTION 9. TIME KEEPING

A Contractor may utilize conventional systems to check employees in and out, so long as it occurs during work time. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

ARTICLE XIII. APPRENTICES

SECTION 1. PROGRAMS FOR APPRENTICES

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry in the Nassau/Suffolk area and to provide craft-entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ and Trade Locals will provide apprentices, in their respective crafts, to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured in accordance with ratios established by the New York State Department of Labor. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Appendix A Agreement. The parties encourage, as an appropriate source of apprentice recruitment consistent with the rules and operations of the affiliated unions' apprentice programs, the use of the Opportunities Long Island, Non Traditional Employment for Women and Helmets to Hardhats, and any other pre-apprentice program agreed to by the parties.

ARTICLE XIV. SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor shall ensure that applicable OSHA requirements are at all times maintained on the Project. The Contractors and Signatory Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and the County from injury or harm to the extent consistent with their rights and obligations under the law.

SECTION 2. SITE SERVICES

The Contractors, Signatory Unions and the Council agree that in the event the PLA Project Manager employs craft workers for the Project, such employees shall be permitted to perform all types of work at the Project site within the recognized work jurisdiction of their respective crafts, including site safety duties and general clean-up duties, among other duties.

SECTION 3. CONTRACTOR RULE

Employees covered by this Agreement shall at all times be bound by the safety, security, and visitor rules as established by the County, and jointly by the PLA Project Manager, Contractors, the Council and the Signatory Unions. Such rules shall be published and posted in conspicuous places.

SECTION 4. INSPECTIONS

The Contractors, the PLA Project Manager and the County retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials, and the work, of every kind, using employees excluded from coverage under this Agreement under the provisions of Article 3, Section

ARTICLE XV. NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORT

The Contractors and Signatory Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age in any manner prohibited by law or regulation. It is recognized that special procedures may be established by Contractors and Signatory Unions and the New York State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE XVI. GENERAL TERMS

SECTION 1. PROJECT RULES

The designated PLA Project Manager, the Contractors, the Council and the Signatory Unions shall jointly establish such reasonable Project rules as are appropriate for the good order of the Project through the Project Labor Management Committee. These rules shall be explained at the preconstruction conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of conduct shall not be a defense to an employee disciplined or discharged for such conduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADE

There shall be no restrictions on the use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction, provided such tools or equipment do not present a safety risk not commonly accepted and accommodated in industry practice in Nassau and Suffolk Counties.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 4. TRAVEL ALLOWANCES

There shall be no requirement for payments for travel expenses, travel time, subsistence allowance or other such reimbursements.

SECTION 5. FULL WORKDAY

Employees shall be at their designated staging area at the starting time established by the Contractor and shall be returned to their designated staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION AND CONSENT OF DEPARTMENT OF LABOR

The designated PLA Project Manager, the Council, the Contractors and the Signatory Unions shall cooperate at all times to achieve the purposes of this Agreement, including promptly executing any reasonable documentation and jointly seeking whatever approvals of the New York State Department of Labor that may be required.

SECTION 7. UNION CONTRACTORS

In order to avoid a competitive disadvantage against Union Contractors, Contractors who are awarded work on the Project that currently have agreements with Labor Unions (Union Contractors) shall be entitled to perform work under the terms of this Agreement without discrimination on this Project and without adverse effect on other projects current or future, and said contractors waive any claims they may have under any Most Favored Nations clause of any collective bargaining agreement that the terms under this Agreement are applicable to work on any other project, current or future.

ARTICLE XVII. SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provisions of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void, but the remainder of the Agreement shall remain in full force and effect at the discretion of the County. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties.

SECTION 2. THE COUNTY'S CONTRACT DOCUMENTS

In the event that the provisions of the Contract Documents, or other action, requiring that a successful bidder become a signatory to this Agreement, are found to be in violation of law, such requirement shall be rendered, temporarily or permanently, null and void, but the Agreement shall otherwise remain in full force and effect to the extent allowed by law, and shall remain in effect for contracts already bid and awarded or in construction where the contractor voluntarily accepts the Agreement. The parties

may enter into negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the County, the designated PLA Project Manager, any Contractor, nor any Signatory Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. The Contract Documents shall be issued, or revised, in conformance with court orders then in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NO WAIVER OF NO STRIKE -- NO LOCK OUT PROVISION

Nothing in this Article shall be construed to waive the prohibitions of Article VII.

ARTICLE XVIII. FUTURE CHANGES IN APPENDIX A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

i. Appendix A Agreements shall continue in full force and effect, until a Contractor and/or Signatory Union subject to the Area Collective Bargaining Agreements, which is the basis for the particular Appendix A Agreement in question, notifies the designated PLA Project Manager in writing of the existence of changes in provisions of such agreements which are applicable to the Project and their effective dates.

ii. Any disagreement between signatories to this Agreement over the incorporation into an Appendix A Agreement of provisions agreed upon in the renegotiation of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article IX of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Signatory Unions agree that there will be no strikes, work stoppages, slowdowns or other disruptive activity or other violations of Article VII affecting the Project by any Signatory Union involved in the renegotiation of Area Local Collective Bargaining Agreements, nor shall there be any lockout on this Project affecting a Signatory Union during the course of such renegotiations.

SECTION 3. MODIFICATIONS TO THE AGREEMENT

This Agreement may be modified only by the mutual written consent of the designated PLA Project Manager, the Council and the County.

ARTICLE XIX - HELMETS TO HARDHATS

SECTION 1.

The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of "NY Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2.

The Unions and Contractors agree to coordinate with NY Helmets to Hardhats to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the 27th day of August, 2025

FOR BUILDING AND CONSTRUCTION TRADES COUNCIL OF NASSAU AND SUFFOLK COUNTIES

BY: _____

Matthew Aracich
President

LiRo PROGRAM AND CONSTRUCTION MANAGEMENT PE, P.C., (ON BEHALF OF SUFFOLK COUNTY)

BY: _____

Lawrence H. Blond, P.E., Executive Vice President

AFFILIATE SIGNATURE PAGES

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Asbestos Workers Local 12A
Address:
47-14 32nd Place
Long Island City, NY 11101

Business Manager/Representative:

Signature: _____

Date: 7/9/25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Boilermakers Local 5

Address:
24 Van Siclen Ave
Floral Park, NY 11001

Business Manager/Representative:

Signature: Thomas F. Ryan

Date: 7/29/2025

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Bricklayers Local 1

Address:
4 Court Square
Long Island City, NY 11101

Business Manager/Representative:

Signature: Jack Angela

Date: 7/14/2025

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Cement Masons Local 780

Address:
1404 Blondell Avenue,
Bronx, NY 10461

Business Manager/Representative:

Signature: 

Date: 7/16/25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: UBCJA Local 1556 (Dock & Pier)

Address:
395 Hudson Street
New York, NY 10014

Business Manager/Representative:

Signature: _____

Date: 8/4/25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: IBEW Local 25

Address:
370 Motor Parkway
Hauppauge, NY 11788

Business Manager/Representative:

Signature: Sean B Casey

Date: 07-21-25

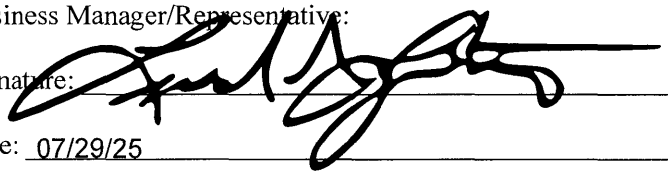
This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Elevator Constructors Local 1

Address:
47-24 27th Street
Long Island City, NY 11101

Business Manager/Representative:

Signature: 

Date: 07/29/25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: North Atlantic States Regional Council of Carpenters

Address:
270 Motor Parkway
Hauppauge, NY 11788

Business Manager/Representative:

Signature: Anthony Villa

Date: 7.16.25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Engineers Local 15D
Address:
44-40 11th Street
Long Island City, NY 11101

Business Manager/Representative:

Signature: _____

Date: 07-19-2025

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Engineers Local 30

Address:
16-16 Whitestone Expressway
Whitestone, NY 11357

Business Manager/Representative:

Signature: _____

Date: 2-22-25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Engineers Local 138

Address:
PO BOX 206
Farmingdale, NY 11735

Business Manager/Representative:

Signature: _____

Date: 8/25/25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Glaziers Local 1281

Address:

Business Manager/Representative:

Signature: _____

Date: 5/21/25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Heat and Frost Insulators Local 12

Address:
35-53 24th Street
Long Island City, NY 11106

Business Manager/Representative:

Signature: _____

Date: July 16, 2025

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Iron Workers Local 361

Address:
89-19 97th Ave
Ozone Park, NY 11416

Business Manager/Representative:

Signature: _____

Date: 7/29/25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Iron Workers Local 580

Address:
501 West 42nd Street
New York, NY 10036

Business Manager/Representative:

Signature: _____

Date: _____

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Laborers Local 66

Address:
1600 Walt Whitman Road
PO BOX 666
Melville, NY 11747

Business Manager/Representative:

Signature: _____

Date: 7-17-25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Laborers Local 78

Address:
58-18 37th Avenue
Woodside, NY 11377

Business Manager/Representative:

Signature: Raul Gruchacz

Date: 07/15/2025

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Laborers Local 1298

Address:
681 Fulton Ave
Hempstead, NY 11550

Business Manager/Representative: George Truicko, Jr. Business Manager

Signature: George Truicko Jr.

Date: 8.25.25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Lathers Local 46

Address:
1322 Third Ave
New York, NY 10021

Business Manager/Representative:

Signature: Michael Anderson

Date: 7/29/25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Millwrights Local 740

Address:
89-07 Atlantic Ave
Woodhaven, NY 11421

Business Manager/Representative:

Signature: _____

Date: 8/4/25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Painters D.C. 9

Address:
45 West 14th Street, 2nd Floor
New York, NY 10011

Business Manager/Representative:

Signature: _____

Date: 5/21/25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Plasters Local 262

Address:
1404 Blondell Avenue,
Bronx, NY 10461

Business Manager/Representative:

Signature: _____

Date: 7/17/25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Plumbers Local 200

Address:
2123 5th Ave
Ronkonkoma, NY 11779

Business Manager/Representative:

Signature: Michael P. Brooks

Date: 7/16/2025

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Resilient Floor Coverers Local 2287

Address:
395 Hudson Street, 8th Floor
New York, NY 10014

Business Manager/Representative:

Signature: _____

Date: 8/4/25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Roofers, Waterproofers Local 154

Address:
370 Motor Parkway, Suite 1
Hauppauge, NY 11788

Business Manager/Representative:

Signature: Sal Giammello

Date: 8/20/25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Sheet Metal Workers Local 28

Address:
195 Mineola Blvd
Mineola, NY 11501

Business Manager/Representative:

Signature: Eric Meslin

Date: 7/21/25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Sheet Metal Workers Local 137

Address:
50-02 5th Street, Suite A
Long Island City, NY 11101

Business Manager/Representative:

Signature: Anthony Fotiadis

Date: 08/06/2025

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Steamfitters Local 638

Address:
27-08 40th Ave
Long Island City, NY 11101

Business Manager/Representative: Robert J Bartels Jr.

Signature: Robert J Bartels Jr.

Date: 7/11/25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Stone Derrickmen Local 197

Address:
47-10 32nd Place
Long Island City, NY 11101

Business Manager/Representative:

Signature: William D Hayes FST/BM

Date: July 30, 2025

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Teamsters Local 282

Address:
2500 Marcus Ave, 2nd Floor
Lake Success, NY 11042

Business Manager/Representative:

Signature: _____

Date: 7/16/25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Title of the Project:

Institute for Discovery and Innovation in Medical Engineering (I-DIME)

Address of the Project:

Campus of SBU in Stony Brook, New York.

Name of Local Affiliate: Teamsters Local 813

Address:
48-18 Van Dam Street
Long Island City, NY 11101-4347

Business Manager/Representative:

Signature: Daniel L Wright

Date: 7/9/2025

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Teamsters 814

Address:
195 Montague Street, 3rd Floor
Brooklyn, NY 11201

Business Manager/Representative:

Signature: Walter Taylor

Date: 8-13-25

This agreement is officially executed upon signature by the representative named above as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

Project Labor Agreement Between
Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties

Name of Local Affiliate: Tile, Marble & Terrazzo B.A.C. Local 7

Address:
45-34 Court Square
Long Island City, NY 11101

Business Manager/Representative:

Signature: Sal Correa

Date: 6/10/2025

This agreement is officially executed upon signature by the representative named above below as an Affiliate of the Building and Construction Trades Council of Nassau and Suffolk Counties and is authorized to represent members of that union who shall perform work on this project under the terms of this agreement.

SCHEDULE "A" – CBA'S

Union	Current Agreement w/
Architectural and Ornamental Iron Workers Local Union 580, AFL-CIO	Allied Building Metal Industries, Inc.
Bricklayers Local 1 of the International Union of Bricklayers and Allied Craftworkers	Independent
Enterprise Association of Steamfitters and Apprentices Local 638	Mechanical Contractors Association of NY, Inc.
Enterprise Association of Steamfitters and Apprentices Local 638	Independent
Elevator Constructors Local 1 of NY and NJ	ThyssenKrupp Elevator Corporation
Elevator Constructors Local 1 of NY and NJ	Independent
Engineers Local 15D	Association
Engineers Local 30	Independent
Engineers Local 138	Association Contract
Glaziers Local 1281	Association
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12 of New York City	The Insulation Contractors Association of New York City, Inc.
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Independent
International Association of Heat and Frost Insulators and Allied Workers Local No. 12A of New York City	Environmental Contractors Association, Inc.

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO, Local Lodge No. 5	Boilermakers Association of Greater New York
Local Union No. 25 International Brotherhood of Electrical Workers, AFL-CIO	National Electrical Contractors Association of Long Island
International Brotherhood of Teamsters, Local 282	Long Island Contractors Association, Metropolitan Truckers Association, Nassau Suffolk Ready Mix
International Brotherhood of Teamsters, Local 813	Independent
International Brotherhood of Teamsters, Local 814	Association
Laborers Local 66	Independent
Laborers Local 1298	Long Island Contractors Association
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	General Contractors Association CBA
Local 46 Metallic Lathers Union and Reinforcing Iron Workers of NY and Vicinity of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers	Independent
Local Union 200 of the United Association of Journeymen and Apprentices of the Pipe Fitting Industry of the United States and Canada	Building Trades CBA

Local Union Number 361 of Bridge, Structural Ornamental and Reinforcing Iron Workers AFL-CIO	Independent
Mason Tenders DC & Laborers' International Union – Local 78	Independent
Mason Tenders DC & Laborers' International Union – Local 78	Environmental Contractors Association
Operative Plasterers' and Cement Masons' International Association Local No. 262 Plasterers & Fireproofers	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	Independent
Painters and Allied Trades AFL-CIO, District Council No. 9 (Painting and Protective Coatings CBA)	The Association of Master Painters & Decorators of NY, Inc. and The Association of Wall, Ceiling & Carpentry Industries of NY, Inc. and The Window and Plate Glass Dealers Association
Resilient Floor Coverers Local 2287	Independent and Association Contracts
Roofers, Waterproofers Local 154	Roofers Employees Association Inc of Long Island
Sheet Metal Workers' International Association, Local 28	Sheet Metal & Air Conditioning Contractors Association of New York City, Inc.
Sheet Metal Workers' International Association, Local 28	SMACNA of Long Island, Inc.
Sheet Metal Workers' International Association, Local 137	The Greater New York Sign Association
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America (Portions of Nassau County relevant to the jurisdiction of the NYCDCC)	Independent

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local No. 1556	Concrete Contractors of NY
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Dockbuilders Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Millwright Local 740	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	Independent
The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America for Timbermen Local 1556	GCA
The North Atlantic States Regional Council of Carpenters	AWCC&C, BCANY, LICA, ACCNY and Independent CBA
The Tile Setters and Tile Finishers Union of New York and New Jersey, Local 7 of the International Bricklayers and Allied Craftworkers	The Greater New York and New Jersey Contractors Association
United Cement Finishers/ Masons' Union Local 780	Cement League
United Derrickmen & Riggers Association, Local 197 of NY, LI, Westchester & Vicinity	Contracting Stonesetters Association Inc.
United Derrickmen & Riggers Association Local 197 of NY, LI, Westchester and Vicinity	Building Stone and Pre-cast Contractors Association

EXHIBIT A

Project Labor Agreement - Letter of Assent

Dear _____
Prime Contractor

The undersigned party confirms that it agrees to be a party to and be bound by the Suffolk County Project Labor Agreement for the designated project added to the agreement by Addendum No. __ dated _____ (hereinafter "the PLA"), as such PLA may, from time to time, be amended by the parties or interpreted pursuant to its terms. The terms of the PLA, its Schedules, Appendices, Addenda and Exhibits are hereby incorporated by reference herein.

The undersigned, as a Contractor or Subcontractor (hereinafter "Contractor") on the specific project added by the prior stated addendum (hereinafter "the Project"), for and in consideration of the award to it of a contract to perform work on the Project, and in further consideration of the mutual promises made in the PLA, a copy of which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of the PLA, together with any and all appendices, exhibits, schedules; amendments and supplements now existing or which are later made thereto;
2. Agrees to be bound by the legally established collective bargaining agreements and local trust agreements as set forth in the PLA and this Letter of Assent;
3. Authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor;
4. Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the PLA. The Contractor agrees to employ labor that can work in harmony with all other labor on the Project and shall require labor harmony from every lower tier subcontractor it engaged to work on the Project, Labor harmony disputes/issues shall be subject to the Labor Management Committee's Pre-Job conference provisions.
5. Agrees to secure from any Contractor(s) (as defined in the PLA) which is or becomes a Subcontractor (of any tier), to it, a duly executed Letter of Assent to be bound in form identical to this document.
6. Agrees that it will not invoke the Most Favored Nations Clause that may be contained in any of its Collective Bargaining Agreements with affiliated unions as a result of the application of this PLA to the project.

Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Addendum No. 008 – April 2026

Project Specific Addendum to the Project Labor Agreement for Various Construction Projects in Suffolk County dated August 2025 between Suffolk County and the Building and Construction Trades Council of Nassau and Suffolk Counties and their Affiliated Local Construction Trade Unions

This Addendum relates to the construction of Capital Project No. 1125- Cohalan Court Complex District Court Roof Improvements (Building C0802) in Central Islip New York, under the conditions and requirements of the PLA referenced above.

1. **Project Description: Capital Project No. 1125- Cohalan Court Complex District Court Roof Improvements (Building C0802)**

   The anticipated work scope includes:

   - Removal of the existing roofing
   - New TPO single ply roofing system
   - New perimeter metals
   - New insulation
   - New flashing
   - Parapet rehabilitation
   - Miscellaneous mechanical, electrical and plumbing work to support the roof replacement

   The projected total construction duration is 4 months, with an anticipated start in September 2026. The estimated total construction cost is $2.10M.

2. **Feasibility Analysis**

   Suffolk County engaged LiRo Engineers, Inc. to perform a feasibility analysis for this project to determine if the implementation of the County's PLA for Various Construction Projects would provide a benefit to the County in terms of time, cost and quality. As detailed in the analysis dated April 2, 2026, use of the PLA would generate potential cost savings, provide for labor harmony on the Project site, eliminate strikes, labor disruptions and job actions, standardize working conditions, expedite the resolutions of grievances and jurisdiction disputes, and increase the competitive bidding process.

3. **PLA Administrator**

   Suffolk County will designate a PLA Administrator for the project at the time of construction contract award.

4. **Wicks Law**

   The project is subject to Wicks Law requirements but is anticipated to be a single prime contract under the PLA.

5. Project Engineer and Construction Manager

The Project Architect is: Suffolk County Department of Public Works.

The Project Construction Manager is: Suffolk County Department of Public Works.

6. Project Labor Agreement Adjustments

a. Article III. Scope of the Agreement, Section 3. Excluded Employees.

Add new paragraph:

vii. It is anticipated that the work for this project will require temporary relocation of Verizon equipment located on the roof. As Verizon is fully responsible for the operation and maintenance of their equipment, the relocation work must be performed by Verizon. The personnel utilized by Verizon to perform this specific work for their equipment shall be considered Excluded Employees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the 14 day of APRIL 2026.

Suffolk County Department of Public Works
By: Mr. Charles Bartha, PE, Commissioner

Building and Construction Trades Council of Nassau and Suffolk Counties
By: Matthew Aracich, President

DETAILED TECHNICAL SPECIFICATIONS

DIVISION 02 – EXISTING CONDITIONS

Section 022200– Selective Demolition

DIVISION 03 – CONCRETE (NOT USED)

DIVISION 04 – MASONRY (NOT USED)

DIVISION 05 – METALS (NOT USED)

DIVISION 06 – WOOD, PLASTICS AND COMPOSITES

Section 061000 – Rough Carpentry

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

Section 075423 – TPO Roofing System Fully Adhered

Section 077200 – Roof Accessories

DIVISION 08 – OPENINGS (NOT USED)

DIVISION 09 – FINISHES (NOT USED)

DIVISION 10 – SPECIALTIES (NOT USED)

DIVISION 11 – EQUIPMENT (NOT USED)

DIVISION 12 – FURNISHINGS (NOT USED)

DIVISION 13 – SPECIAL CONSTRUCTION (NOT USED)

DIVISION 14 – CONVEYING EQUIPMENT (NOT USED)

DIVISION 21 – FIRE SUPPRESSION (NOT USED)

DIVISION 22 – PLUMBING (NOT USED)

DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING (HVAC) (NOT USED)

DIVISION 26 – ELECTRICAL (NOT USED)

DIVISION 27 – COMMUNICATIONS (NOT USED)

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY (NOT USED)

DIVISION 31 – EARTHWORK (NOT USED)

DIVISION 32 – EXTERIOR IMPROVEMENTS (NOT USED)

DIVISION 33 – UTILITIES (NOT USED)

DIVISION 02 - SITEWORK

SECTION 02220 – SELECTIVE DEMOLITION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general conditions of Contract, including General and Supplementary Conditions and Divisions-1 Specification sections apply to work of this section.

1.2 SUMMARY

A. The work in this Section shall include but not be limited to, all Labor, Material, Equipment, Plant and Incidentals necessary to complete the following. Coordinate with the Demolition Drawings:
   1. Removal of Roofing Materials
   2. Removal of Masonry Copings
   3. Removal of Roof Drains
   4. Removal of Roofing Pavers.
   5. Removal of Wood Blocking.

1.3 DEFINITIONS

A. Remove: Remove and legally dispose of items except those indicated to be salvaged, or to remain.

B. Remove and Salvage: Items indicated to be removed and salvaged remain the property of the Owner. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to the storage area or location designated by the Architect.

C. Remove and Reinstall: Items indicated to be removed and reinstalled shall be carefully removed and stored by the Contractor to protect against damage. The item shall be reinstalled where indicated on the drawings.

D. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

1.4 QUALITY ASSURANCE

A. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed selective demolition Work similar to that indicated for this Project.

B. Regulatory Requirements: Comply with the local authorities and all applicable regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.5 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Requirements, for information only, unless otherwise indicated.

B. Proposed dust-control measures.

C. Proposed noise-control measures.

D. Schedule of selective demolition activities indicating the following:
   1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
   2. Dates for shutoff, capping, and continuation of utility services.

1.6 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, rein`stalled, or otherwise indicated to remain, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option in conformance with Federal, State and Local laws and regulations.

1.7 PROJECT CONDITIONS

A. The Owner assumes no responsibility for actual condition of the areas to be selectively demolished. Conditions existing at time of inspection for bidding purpose will be maintained by the Owner as far as practical.

B. Asbestos: There is asbestos present within the premise. The contractor shall comply with the requirements set in the contract documents.

C. Storage or sale of removed items or materials on-site will not be permitted.

1.8 ENVIRONMENTAL CONTROL

A. Use water sprinkling, temporary enclosures and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level.
   1. Comply with governing regulations pertaining to environmental protection.
   2. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

B. The Contractor shall build adequate construction barriers and closures to prevent the infiltration and exposure of dust, noise and odors into non-construction areas.

PART 2 PRODUCTS

2.1 REPAIR MATERIALS

A. Use repair materials identical to existing materials.
   1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible and as approved by the Engineer.
   2. Use a material whose installed performance equals or surpasses that of the existing materials as approved by the Architect.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been safety disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

D. When unanticipated mechanical, electrical, or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict. Promptly submit a written report to the Architect.

E. Perform surveys as the work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES

A. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

B. Utility Requirements: Do not start selective demolition work until all utility disconnecting, relocation, and/or sealing has been completed and verified in writing. Refer to Division 16 for shutting off, disconnecting, removing, and sealing or capping utility services

3.3 PREPARATION

A. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the Owner and authorities having jurisdiction.

B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.

3.4 POLLUTION CONTROLS

A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

C. Clean adjacent structures (and improvements) of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

3.5 SALVAGE MATERIALS

A. Salvage Items: Where indicated on Drawings as “Salvage-Deliver to Owner” or the like, carefully remove indicated items, clean, store and turn over to Owner and obtain receipt.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly legally dispose of demolished materials in compliance with Federal, State and Local laws and regulations. Do not allow demolished materials to accumulate on-site.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off the property and legally dispose of them.

3.7 CLEAN-UP AND REPAIR

A. Remove the following:

1. Upon completion of demolition work, remove tools, equipment and demolished materials from site

2. Repair demolition in excess of that required:

a. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition

b. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION

SECTION 061000 – ROUGH CARPENTRY

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general conditions of Contract, including General and Supplementary Conditions and Divisions-1 Specification sections apply to work of this section.

1.2 SUMMARY

A. Requirements for furnishing all labor, materials, tools and equipment and performing all operations necessary for carpentry including, but not limited to, the following:

1. Roof blocking and misc. studs.

2. Temporary construction.

B. Related Sections

1. Section 06 40 00 – Architectural Woodwork

1.3 REFERENCES

A. American Lumber Standards Committee (ALSC):

1. PS 20 – American Softwood Lumber

B. American Plywood Association (APA)

C. American Society of Testing Materials (ASTM):

1. ASTM D4442 – Direct Moisture Content Measurement of Wood and Wood-Base Materials

2. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials

3. ASTM F 1667 – Driven Fasteners: Nails, Spikes and Staples

D. American Wood Protection Association (AWPA)

1. C27 – Plywood – Fire Retardant Treatment by Pressure Processes

1.4 QUALITY CONTROL

A. Lumber Standard – Comply with ALSC PS 20.

B. Plywood Standard – Comply with APA standards

C. Shop: Fabricate carpentry work to the extent feasible and where shop fabrication will result

in better workmanship than feasible on-site fabrication.

D. Grade Marks: Identify lumber and plywood by official grade mark.
   1. Lumber: Grade stamp to contain symbol of grading agency certified by Board or Review, American Lumber Standards Committee, mill number or name, grade of lumber, species grouping or combination designation, rules under which graded were applicable, and condition of seasoning at time of manufacture.
      a. S-Dry: Maximum 19 percent moisture content as per ASTM D4442

1.5 SUBMITTALS

A. Preservative Treatment: Submit certification by treating plant that treatment material complies with governing ordinances and that treatment will not bleed through finished surfaces.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver carpentry material to the site ready to use with each piece of lumber clearly marked as to grade, type and mill, and place in an area protected from the elements.

B. Pile lumber for rough usage, when delivered to the site in stacks to ensure draingage and with a minimum clearance of 6 inches above grade. Cover stacks with tarpaulins or other watertight coverings. Store grounds and similar small sized lumber inside the building as soon as possible after delivery.

C. Protect preservative wood treated materials against high humidity and moisture during storage and erection.

1.7 PROJECT CONDITIONS

A. Contractor must examine the substrates and supporting structure and the conditions under which the carpentry work is to be installed, and notify the Construction Manager in writing of the conditions detrimental to the work. Do not proceed with the installation until unsatisfactory conditions have been corrected in a manner acceptable to the Architect.

B. Coordination: Fit carpentry to other work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow for proper attachment to other work.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General

   1. All wood shall be sound, flat, straight, well-seasoned thoroughly dry, and free from all defects. Warped, twisted, or crooked wood shall not be used.

   2. For miscellaneous wood blocking, grounds, furring as required, use Utility Grade Coastal Douglas Fir or Southern Pine, free from knots, shakes, rot or other defects, straight, square edges and straight grain, air seasoned with maximum moisture content 19 percent. Wood shall be S4S, S-Dry, complying with ALSC PS 20.

   3. Plywood for rough carpentry work shall conform to APA standards best grade for

intended use.

B. Wood treatment
1. All wood members and plywood exposed to weather or in contact with masonry or concrete specified herein shall be preservative treated to comply with AWPA standards. Use ACQ (Alkaline Copper Quat) treatment. CCA (Copper Chromated Arsenic) is not permitted.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine the areas and conditions where carpentry is to be installed and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.2 BLOCKING AND MISCELLANEOUS WOOD

A. General

1. Erect rough carpentry true to line, levels and dimensions required; squared, aligned, plumbed, and securely fastened in place.

2. Shim where required to true up furring, blocking, and the like. Use wood or metal shims only.

3. All cutting, fitting, drilling and tapping of other Work as required to secure Work in place and perform the Work included herein. Do all of the cutting and fitting of carpentry Work, for the Work of other trades as required.

B. Blocking and miscellaneous wood

1. Furnish and install all wood grounds, furring, blocking, curbs, bucks and nailers that may be necessary and required in connection with the carpentry and with the Work as described for any other trades and including required carpentry for electrical fixtures. All blocking and nailers shall be continuous wherever required, whether or not so indicated.

2. Blocking shall be as required for the proper installation of the finished work and for items in mechanical sections as required. Blocking, edging, stops, nailing strips shall be continuous, unless distinctly noted otherwise. Provide blocking as required to install all equipment. Provide blocking and nailers where shown or required to fasten interior sheet metal work.

3. Fastening for wood grounds, furring and blocking shall be of metal and of type and spacing as best suited to conditions. Hardened steel nails, expansion screws, toggle bolts, self-clinching nails, metal plugs, inserts or similar fastening shall be used, of suitable type and size to draw the members into place and securely hold same.

3.3 CLEANUP

A. Keep the premises in a neat, safe and orderly condition at all times during execution of this portion of the work, free from accumulation of sawdust, cut ends, and debris.

B. Sweeping

1. At the end of each work day, or more often if necessary, thoroughly sweep all surfaces where refuse from this portion of Work has settled.

2. Remove the refust to the area of the Work Site designated for its storage.

3. Upon completion of this portion of the Work, throroughly broom clean all surfaces.

END OF SECTION

SECTION 075423- TPO THERMOPLASTIC SINGE-PLY ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. TPO Thermoplastic Single-Ply Roofing.

B. Membrane Flashings.

C. Metal Flashings.

D. Roof Insulation.

E. Roof Drains.

1.2 RELATED SECTIONS

A. Section 06 10 00 - Rough Carpentry.

B. Section 07 62 00 - Sheet Metal Flashing and Trim.

C. American Society of Civil Engineers (ASCE) - ASCE 7 - Minimum Design Loads for Buildings and Other Structures, Current Revision.

D. ANSI/SPRI WD-1 "Wind Design Standard for Roofing Assemblies".

E. ASTM International (ASTM):
1. ASTM C 208 - Standard Specification for Cellulosic Fiber Insulating Board.
2. ASTM C 578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
3. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
4. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
5. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
6. ASTM D 312 - Standard Specification for Asphalt Used in Roofing.
7. ASTM D 412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.
8. ASTM D 1079 - Standard Terminology Relating to Roofing, Waterproofing, and Bituminous Materials.
9. ASTM D 2178 - Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.
10. ASTM D 4263 - Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
11. ASTM D 4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
12. ASTM D 4869 - Standard Specification for Asphalt-Saturated Organic Felt Underlayment Used in Steep Slope Roofing.

13. ASTM D 6878 - Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing.
14. ASTM E 96 - Standard Test Methods for Water Vapor Transmission of Materials.

F. Factory Mutual (FM Global):
1. Approval Guide.
a. Factory Mutual Standard 4470 - Approval Standard for Class 1 Roof Covers.
b. Loss Prevention Data Sheets 1-28, 1-29.

G. International Code Council (ICC):
1. International Building Code (IBC).

H. Underwriters Laboratories (UL):
1. TGFU R1306 - "Roofing Systems and Materials Guide".
2. UL-790 - Standard Test Method for Fire Tests of Roof Coverings.

I. ANSI/ASHRAE/IESNA Standard 9.1 (2007): Energy Standard for Buildings Except Low-Rise Residential Buildings.

1.3 DESIGN CRITERIA

A. Wind Uplift Performance:
1. Roof system is designed to withstand wind uplift forces as calculated using the current revision of ASCE-7.
2. Carlisle 120 mph wind speed warranty.

B. Fire Resistance Performance:
1. Roof system will achieve a UL Class A rating when tested in accordance with UL-790.

C. Thermal Performance: Roof system will achieve a minimum R value not less than 30.

D. Drainage: Provide a roof system with positive drainage where all standing water dissipates within 48 hours after precipitation ends.

E. Building Codes:
1. Roof system will meet the requirements of all federal, state and local code bodies having jurisdiction.

1.4 SUBMITTALS

A. Product Data: Manufacturer's data sheets on each product to be used, including:
1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

B. Detail Drawings:
1. Submit approved plan, section, elevation or isometric drawings which detail the appropriate methods for all flashing conditions found on the project.
2. Coordinate approved drawings with locations found on the Contract Drawings.

C. Selection Samples: For each finish product specified, two complete sets of chips representing manufacturer's full range of available colors, membranes, and thicknesses.

D. Verification Samples: For each finish product specified, two samples, minimum size 4 inches (100 mm) square representing actual product, color, and patterns.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of twenty (20) years experience.

B. Installer Qualifications:
1. All products listed in this section are to be installed by a single installer with a minimum of five (5) years demonstrated experience in installing products of the same type and scope as specified.
2. Installer must be capable of extending the Manufacturer's Labor and Materials guarantee.
3. Installer must be capable of extending the Manufacturer's No Dollar Limit guarantee.

C. Mock-Up: Provide a mock-up for evaluation of surface preparation, installation techniques and workmanship.
1. Finish areas designated by Architect.
2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
3. Refinish mock-up area as required to produce acceptable work.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Store and dispose of hazardous materials, and materials contaminated by hazardous materials, in accordance with requirements of local authorities having jurisdiction.

C. Safety Data Sheets (SDS) must be on location at all times during the transportation, storage and application of materials.

D. When loading materials onto the roof, the Carlisle Authorized Roofing Applicator must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.

1.7 PROJECT CONDITIONS

A. Proceed with roofing work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.

B. Proceed with work so new roofing materials are not subject to construction traffic. When necessary, new roof sections shall be protected and inspected upon completion for possible damage.

C. Provide protection, such as 3/4 inch thick plywood, for all roof areas exposed to traffic during construction. Plywood must be smooth and free of fasteners and splinters.

D. The surface on which the insulation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper application of or be incompatible with the new installation, such as fins, sharp edges, foreign materials, oil and grease.

E. New roofing shall be complete and weather tight at the end of the work day.

F. Contaminants such as grease, fats and oils shall not be allowed to come in direct contact with the roofing membrane.

1.8 WARRANTY

A. At project closeout, provide to Owner or Owners Representative an executed copy of the manufacturer's Total System warranty, outlining its terms, conditions, and exclusions from coverage.
   1. Duration: 20 Years.
   2. Warranty Wind Speed: 120 MPH.
   3. Warranty Type: Edge to Edge NDL.

B. When positioning membrane sheets, exercise care to locate all field splices away from low spots and out of drain sumps. All field splices should be shingled to prevent bucking of water.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Carlisle SynTec, which is located at: P. O. Box 7000; Carlisle, PA 17013; Toll Free Tel: 800-4-SYNTEC; Tel: 717-245-7000; Fax: 717-245-7053; Email: request info (market@carlisle-syntec.com); Web: www.carlisle-syntec.com.

B. Requests for substitutions will be considered in accordance with provisions specified in the front end of the specification.

2.2 SCOPE / APPLICATION

A. Roof System: Provide a waterproof roof system, capable of withstanding uplift forces as specified in the Design Criteria article of this section.
   1. Membrane Attachment: Fully Adhered.

B. Base Flashing: Provide a waterproof, fully adhered base flashing system at all penetrations, plane transitions and terminations.

C. Insulation: Provide a roof insulation system beneath the finish membrane.

2.3 INSULATION

A. Polyisocyanurate InsulBase: Rigid board with glass fiber reinforced facers (GRF) on both sides, meeting or exceeding the requirements of ASTM C 1289, Type II, Class 1. Carlisle InsulBase.
   1. Compressive Strength: Grade 2, 20 psi (138 kPa).
   2. Density: 2 lb per cubic foot (24 kg/cu m) minimum.

B. SecurShield HD Plus Polyiso Cover board: Rigid board with coated glass fiber mat (CGF) facers on both sides, meeting or exceeding the requirements of ASTM C 1289, Type II, Class 4, Grade 1. Designed for higher uplift with fewer fasteners per board.
   1. Compressive Strength: 80 psi min. (551 kPa).
   2. Board Thickness: 1/2 inch (13 mm).

2.4 INSULATION ADHESIVE

A. FAST 100 LV or Flexible FAST 100 Adhesive: A spray or extruded applied, two-component polyurethane, low-rise expanding foam adhesive used for attaching approved insulations to compatible substrates (concrete, cellular lightweight insulating concrete, gypsum, cementitious wood fiber, wood or steel) or existing smooth or gravel surfaced BUR, modified bitumen or cap sheets.

B. FAST Catalyst: Added to FAST Adhesive (Part B Side) to quicken adhesive reaction time.

C. FAST Dual Cartridge Adhesive: A two-component, polyurethane construction grade, low-rise expanding adhesive designed for bonding insulation to various substrates using a portable applicator.

D. FAST Dual Tank Adhesive: A two-component, polyurethane construction grade, low-rise expanding adhesive designed for bonding insulation to various substrates using a portable applicator.

E. FAST 5-gallon Jug Adhesive: a two-component, polyurethane construction grade, low-rise expanding adhesive designed for bonding insulation to various substrates, packaged for use with low pressure urethane equipment.

F. OlyBond 500 BA - A two-component, polyurethane, low-rise expanding adhesive used to bond insulation to various substrates using a mechanical dispenser system.

G. OlyBond Spot Shot - A two-component, polyurethane construction grade, low-rise expanding adhesive designed for bonding insulation to various substrates using a portable applicator.

H. One-Step: A two-component, polyurethane construction grade, low-rise expanding adhesive designed for bonding insulation to various substrates using a portable applicator.

2.5 THERMOPLASTIC POLYOLEFIN (TPO) MEMBRANE

A. Sure-Weld Membrane:
   1. Color: White.
   2. Membrane Thickness: 60 mil nominal.
      a. Thickness over Scrim: 0.020 inches (0.508mm).
      b. Breaking Strength (ASTM D 751): 250 lbf/in (1.1 kN/m) minimum.
      c. Tear Resistance (ASTM D 751): 55 lbf/in (245 N/m) minimum.
      d. Elongation (ASTM D 751): 25 percent.

2.6 FLASHING ACCESSORIES

A. TPO T-Joint Covers: Injection molded 60 mil thick TPO formed into a 4.5 inch (114mm) diameter circle used to seal step-offs at splice intersections. Color to match membrane. Special colors require custom fabrication process.

B. TPO Curb Wrap Corners: Pre-fabricated corner flashings made from 60 mil thick reinforced Sure-Weld membrane. 6 inch (152 mm) wide base flange and a 12 inch (305 mm) overall height. Sizes available to fit curbs up to 6 foot by 6 foot (1828 x 1828 mm) in size. Color to match membrane. Gray, tan and special colors require custom fabrication process.

C. TPO Universal Corners: a pre-molded flashing for use in a variety of corner details,

including inside and outside corners. Available in white, gray and tan and are 60-mil thick.

D. Molded Pipe Seals: A pre-molded flashing and clamping ring used for pipe penetrations. Available for 0.75 inch to 8 inch (19 - 203.2 mm) diameter pipes. Color to match membrane. Special colors not available.

E. TPO Split Pipe Seals: Pre-fabricated flashing consisting of 60 mil thick reinforced Detail Membrane for pipes 1 inch to 6 inch (25.4 - 152.4 mm) in diameter. A split (cut) and overlapped tab is incorporated to allow the pipe seal to be opened and wrapped around the pipe when it is not possible to pull a standard pipe flashing over a round penetration. Gray, tan and special colors require custom order fabrication. Custom sizes available on a special order basis.

F. TPO Molded Sealant Pockets:
   1. A two-piece, interlocking injection molded, flexible pocket with a rigid polypropylene vertical wall and pre-formed deck flanges. Color to match membrane. Special colors not available.
   2. Used with Thermoplastic One-Part Pourable Sealer as specified in this section for waterproofing pipe clusters or other odd shaped penetrations. The removable built-in extension legs allow the oval pocket to adjust from 7.5 inches to 11.5 inches (191mm - 292 mm) in length while maintaining a 6-inch width (152 mm).

G. Pre-Fabricated Sealant Pockets: A two-piece, pre-fabricated, custom sized, sealant pocket that utilizes reinforced TPO membrane and coated metal to form a rigid, oversized sealant pocket with a weldable horizontal deck flange. Color - White. Gray, tan and special colors require custom order fabrication.

H. Pressure-Sensitive Cover Strip: A nominal 6 inch (152 mm) wide by 40 mil thick non-reinforced TPO membrane laminated to nominal 35-mil thick cured synthetic rubber pressure-sensitive adhesive. Used in conjunction with TPO Primer to strip in flat metal flanges (i.e., drip edges or rows of fasteners and plates). Color to match membrane. Special colors not available.

I. TPO Pressure-Sensitive RUSS:
   1. 6 inch (152mm) RUSS: A nominal 6 inch (152mm) wide, 45 mil thick reinforced TPO membrane with nominal 3 inch (76mm) wide 35mil thick cured synthetic rubber pressure-sensitive adhesive laminated along one end. This product allows a continuous piece of membrane to be run up a parapet wall without fastener penetration through the field sheet at angle changes.

J. Sure-Weld Heat Weldable Walkway Rolls: Superior tear, puncture and weather resistance and designed to protect Sure-Weld membrane in those areas exposed to repetitive foot traffic or other hazards. Walkway material may be heat welded to Sure-Weld membrane using an automated heat welder or hand held heat welder. Walkway Rolls are 34 inches (864 mm) wide by 50 feet (15.2 m) long and are nominal 180 mils thick. Color - White, gray and tan.

K. Non-Reinforced Flashing: Non-reinforced TPO flashing is a 60-mil thick non-reinforced TPO based membrane used for detail work where the use of pre-molded or pre-fabricated accessories are not feasible. Color - White, gray and tan. Special colors require lead time and 5,000 square foot minimum.

2.7 CLEANERS, PRIMERS, ADHESIVES AND SEALANTS

A. Sure-Weld Bonding Adhesive: A high-strength solvent-based contact adhesive used for bonding Sure-Weld membrane to various porous and non-porous substrates.
   1. Base: Synthetic Rubber.
   2. Color: Yellow.
   3. Solids: 20.0 percent.
   4. VOC: 670 grams/liter.

B. Cut Edge Sealant: A medium solids content, free flowing polymeric material designed for sealing cut edges (exposed fabric) of Sure-Weld reinforced membrane.

C. Water Cut-Off Mastic: A one-component, low viscosity, self wetting, Butyl blend mastic used as a compression sealing agent between membrane and applicable substrates.

D. Low VOC Primer: Manufacturer's recommended low VOC primer.

E. Universal Single-Ply Sealant: A 100 percent solids, solvent free, VOC free, one-part polyether sealant that provides a weather tight seal to a variety of building materials. It is used for general caulking such as above termination bars and metal counter flashings and at scupper details.. Available in white only.

F. Thermoplastic One-Part Sealant: Single component, moisture curing, elastomeric polyether sealant that is compatible with Carlisle's Thermoplastic membranes. Provides a flexible, durable and long lasting seal around hard-to-flash penetrations in Thermoplastic Roofing Systems.

G. Carlisle Weathered Membrane Cleaner: Clear, solvent-based cleaner used to loosen and remove contaminants from the surface of exposed membrane.

2.8 FASTENING COMPONENTS

A. HP Fastener: Threaded, coated (E-Coat) fastener for use with steel, wood plank or oriented strand board (OSB). For insulation fastening only on TPO Mechanically Fastened Roofing Systems.

B. InsulFast Fasteners: Threaded, #12 fastener with a #3 Phillips head used with 3 inch (76mm) diameter Insulation Plates. For insulation attachment into steel or wood decks.

C. Insulation Fastening Plates: A nominal 3 inch (76mm) diameter metal plate used for insulation attachment in conjunction with the appropriate Carlisle Fastener.

2.9 EDGINGS AND TERMINATIONS

A. SecurEdge 2000 Parapet Fascia: A snap-on fascia system consisting of a 20 gauge galvanized steel cleats, corrosion resistant fasteners and a 24 gauge galvanized steel with Kynar 500 finished fascia cover. Internal metal chair drainage system eliminates caulked joints. Metal coping cap color shall be as designated by the Owner's Representative

2.10 ROOF DRAINS

A. At Primary and Overflow Drain locations, furnish and install retrofit roof drains, piping and insulation as specified herein and in accordance with manufacturers instructions. Refer to drawings for locations.

Manufacturer: Zurn Industries or approved equal

1. Retrofit roof drain: Zurn model RD2150 replacement roof drain, 3 inch pipe size (to be confirmed in field) #16 gage Type 304 stainless steel body and neoprene gasket, complete with dura-coated cast iron clamp collar and dome with stainless steel hardware.
2. Piping material below new drains: Hubless cast iron soil piping ASTM A888, size as per drawings, with heavy duty, shielded stainless steel couplings with rubber sleeve. Include recommended adjustable threaded rod supports and hangers.
3. Piping insulation: Certain Teed or equal, 2 inch thick mineral fiber with factory applied jacket with vapor barrier.

2.11 WALKWAYS

A. Protective surfacing for roof traffic shall be SURE seal P.S. walkway pads (30” X 30” Molded black rubber witth factory applied tape adhered to the fleeceback membrane after priming with HP-250 or low VOC EPDM primer or concrete pavers loose laid over an approved slip sheet (pavers not recommended for slopes greater than 2” in 12”).

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Do not commence work until all other work trades have completed jobs that require them to traverse the deck on foot or with equipment.

3.3 INSULATION - SYSTEM DESIGN

A. Base Layer:
   1. Type: Insulbase.
   2. Thickness: 3.7”inches.
   3. Attachment Method: Fully Adhered (Concrete Deck) Loose Laid (Steel Deck).

B. Tapered System:
   1. Type: Insulbase.
   2. Field Slope: 1/8” inch per foot.
   3. Sump Slope: ¼” inch per foot.

4. Attachment Method: Fully Adhered (Concrete Deck) Loose Laid (Steel Deck).

3.4 INSULATION PLACEMENT

A. Install insulation or membrane underlayment in multiple layers over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch (6 mm). Stagger joints both horizontally and vertically if multiple layers are provided.

B. Secure insulation to the substrate with the required mechanical fasteners or insulation adhesive in accordance with the manufacturer's current application guidelines.

C. Do not install wet, damaged or warped insulation boards.

D. Stagger joints in one direction unless joints are to be taped. Install insulation boards snug. Gaps between board joints shall not exceed 1/4 inch (6 mm). Fill all gaps in excess of 1/4 inch (6 mm) with same insulation material.

E. Wood nailers must be at least 3 1/2 inches (89 mm) wide or 1 inch (25 mm) wider than adjacent metal flange. Thickness must equal that of insulation but not less than 1 inch (25 mm) thickness.

F. Miter and fill the edges of the insulation boards at ridges, valleys and other changes in plane to prevent open joints or irregular surfaces. Avoid breaking or crushing of the insulation at the corners.

G. Do not install any more insulation than will be completely waterproofed each day.

3.5 INSULATION ATTACHMENT

A. Securely attach insulation to the roof deck for Adhered or Mechanically Fastened Roofing Systems. Attachment must have been successfully tested to meet or exceed the calculated uplift pressure required by the International Building Code (ASCE-7) or ANSI/SPRI WD-1.

B. Install insulation layers, maximum 4 feet by 4 feet (1220 mm by 1220 mm), applied with FAST adhesive, or a maximum 4 feet by 8 feet (1220 mm by 2438 mm), applied with Flexible FAST Adhesive, coverage rate as necessary to achieve the specified attachment and uplift rating. Press each board firmly into place after adhesive develops strings when touched, typically 1-1/2 to 2 minutes after adhesive was applied, and roll with a weighted roller. Add temporary weight and use relief cuts to ensure boards are well adhered. Stagger the joints of additional layers by a minimum of 6 inches (152 mm).

3.6 MEMBRANE PLACEMENT AND ATTACHMENT (Sure-Weld Fully Adhered)

A. Position Sure-Weld membrane over the acceptable substrate. Fold membrane sheet back lengthwise so half the underside of the membrane is exposed.

B. Apply approved Bonding Adhesive in accordance with the manufacturer's published instructions, to the exposed underside of the membrane and the corresponding substrate area. Do not apply Bonding Adhesive along the splice edge of the membrane to be hot air welded over the adjoining sheet. Allow the adhesive to dry until it is tacky but will not string or stick to a dry finger touch.
   1. Roll the coated membrane into the coated substrate while avoiding wrinkles. Brush down the bonded section of the membrane sheet immediately after rolling the membrane into the adhesive with a soft bristle push broom to achieve maximum

contact.

2. Fold back the unbonded half of the sheet lengthwise and repeat the bonding procedures.

C. Position adjoining sheets to allow a minimum overlap of 2 inches.

D. Hot-air weld the Sure-Weld membrane sheets using the Automatic Hot Air Welding Machine or Hot Air Hand Welder in accordance with the manufacturer's hot air welding procedures. Carlisle recommends a test weld sample be made from a piece of scrap TPO to eliminate the need to remove a section from a completed seam. At all splice intersections, roll the seam with a silicone roller to ensure a continuous hot air welded seam.

E. Continue to install adjoining membrane sheets in the same manner, overlapping edges a minimum of 2 inches and complete the bonding procedures as stated previously.

3.7 SEAM WELDING

A. Hot-air weld membrane using an Automatic Hot Air Welding Machine or Hot Air Hand Welder in accordance with the manufacturer's current guidelines. At all splice intersections, roll the seam with a silicone roller to ensure a continuous hot air welded seam.

B. When utilizing membrane greater than 45-mil thickness, overlay all splice intersections with Sure-Weld T-Joint Cover.

C. Probe all seams once the hot air welds have thoroughly cooled (approximately 30 minutes).

D. Repair all seam deficiencies the same day they are discovered.

E. Apply Cut Edge Sealant on all cut edges of reinforced membrane (where the scrim reinforcement is exposed) after seam probing is complete. Cut Edge Sealant is not required on vertical splices.

3.8 FLASHING

A. Flashing of parapets, curbs, expansion joints and other parts of the roof must be performed using Sure-Weld reinforced membrane or prefabricated accessories. Sure-Weld non-reinforced membrane may be used for flashing pipe penetrations, Sealant Pockets, and scuppers, as well as inside and outside corners, when the use of pre-molded or prefabricated accessories is not feasible.

B. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.

3.9 WALKWAYS

A. Install walkways at all traffic concentration points (such as roof hatches, access doors, rooftop ladders, etc.) and all locations as identified on the Contract Drawings.

B. Hot-air weld walkway pads to the membrane in accordance with the manufacturer's current application guidelines.

3.10 DAILY SEALS

A. On phased roofing, when the completion of flashings and terminations is not achieved by the

end of the work day, a daily seal must be performed to temporarily close the membrane to prevent water infiltration.

B. Complete an acceptable membrane seal in accordance with the manufacturer's requirements.

3.11 CLEAN UP

A. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.

B. Prior to the manufacturer's inspection for warranty, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

3.12 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 077200 - ROOF ACCESSORIES-ROOF EDGE PROTECTION

PART 1 - GENERAL

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1.1 Summary

Provide and install freestanding KeeGuard® Roof Edge Protection System, including pipe railings, uprights, bases, counterweights, fittings and delivery to site.

Related Sections

1. Section 05500 - Metal Fabrications: Associated metal supports.
2. Section 07400 - Membrane Roofing: Coordination of roof edge protection installation.

1.2 References

1. American National Standards Institute (ANSI) - A21.l Safety Requirements for Floor and Wall Openings, Railings and Toe Boards.
2. American National Standards Institute (ANSI) - A58.l Minimum Design Loads in Buildings and Other Structures.
3. American National Standards Institute (ANSI) - Al 17.1 Accessible and Usable Buildings and Facilities.
4. American Society of Testing and Materials (ASTM) A47 - Standard Specification for Ferrite Malleable Iron Castings.
5. American Society of Testing and Materials (ASTM) A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
6. American Society of Testing and Materials (ASTM) A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
7. American Society of Testing and Materials (ASTM) A500 - Standard Specification for cold-formed welded and seamless carbon steel structural tubing.
8. Occupational Safety & Health Administration (OSHA): 1910.23 - Guarding Floor and Wall Openings and Holes.

1.3 Submittals

1. Manufacturer's data sheets on each product to be used, including:
    a. Preparation instructions and recommendations.

b. Shop Drawings: Indicate profiles, sizes, connections, size and type of fasteners and accessories.

c. Field Measurements: Verify field measurements prior to assembly and/or ordering.
Storage and handling requirements and recommendations.

d. Installation Instruction.

2. Shop Drawings: Drawings showing fabrication and installation of handrails and guardrails including plans, elevations, sections, details of components, anchor details, and attachment to adjoining units of work

3. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns

1.4 Quality Assurance

1. Railings Structural Requirements:

a. Handrail, wall rail and guardrail assemblies and attachments shall withstand a minimum concentrated load of 200 pounds (90719 g) applied in any direction on the top rail.

b. Infill area of guardrail system capable of withstanding a horizontal concentrated load of 200 pounds (90719 g) applied to one square foot (8165 g/sm) at any point in the system. Load not to act concurrently with loads on top rail of system in determining stress on guardrail.

1.5 Delivery, Storage, and Handling

1. Materials to be delivered to the job site in good condition and adequately protected against damage as handrails are a finished product.

2. Store products in manufacturer's unopened packaging until ready for installation.

1.6 Project Conditions

1. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

2. Field Measurements: Where handrails and railings are indicated to fit to other construction, check actual dimensions of other construction by accurate field measurements before fabrication; show recorded measurements on final shop drawings.

a. Where field measurements cannot be made without delaying the railing fabrication and delivery, obtain guaranteed dimensions in writing by the Contractor and proceed with fabrication of products to not delay fabrication, delivery and installation.

3. Coordinate fabrication and delivery schedule of handrails with construction progress and sequence to avoid delay of railing installation.

PART II - PRODUCTS

2.1 Manufacturer

1. Kee Safety, Inc., Buffalo, NY, USA
   Model: KeeGuard Roof Edge Fall Protection System.

2. Substitutions: To be reviewed by county during bidding.

2.2 Systems

1. Provide pipe or tubing, fittings, and accessories as indicated or required to match design indicated on the Drawings.
    a. Fittings: Cast iron.
    b. Handrail Tubing, 12 gauge, Size
        i. 1-1/2 inches - 1.90 inches O D.
        ii. 1-1/4 inches - 1.660 inches O D.
    c. Handrail Pipe, Schedule 40, Size:
        i. 1-1/2 inches - 1.90 inches (48 mm) O D.
        ii. 1-1/4 inches - 1.660 inches (38 mm) O D.
    d. Infill Panels: As indicated. Refer to Drawings.
2. Roof Edge Protection: Provide freestanding KeeGuard Roof Edge Protection System, including pipe railings, uprights, bases, counterweights and fittings.
    a. Freestanding counterweighted guardrail system with 42 inch (1067 mm) minimum height to provide a pedestrian egress barrier on the roof to withstand a minimum load of 200 lb (90719 g) in any direction to the top rail per OSHA Regulation 29 CFR 1910.23.
    b. Pipe: Steel, 1-1/2 inches (48 mm) schedule 40, galvanized.
    c. Tube: Galvanized tube, 12 gauge, 1-1/2 inches, 1.90 inches (48 mm) OD.
    d. Rails and Posts: Galvanized Tube, 12 gauge, 1-1/2 inches 1.90 inches (38 mm) diameter.
    e. Counterweight Levers: Galvanized Tube, 12 gauge, 1-1/4 inches 1.660 inches (38 mm) diameter.

f. Mounting Bases: Steel bases are galvanized and are supplied with a rubber pad on underside of the component.

g. Counterweights: Molded recycled PVC with one fixing collar per counterbalance.

h. Fasteners: stainless steel or galvanized.

3. Custom Design: Provide pipe, fittings, and accessories as indicated or required by Drawings to match design indicated

2.3 Materials

1. Pipe:

a. Steel Pipe: Steel, 1-1/2 inches (38 mm) schedule 40, galvanized.

b. Tube: Galvanized tube, 12 gauge, 1-1/2 inches, 1.90 inches (48 mm) OD.

2. Fittings, Including Elbows, Crossovers, Wall flanges, Tees, Couplings:

a. Galvanized Malleable Cast Iron: Kee Klamp structural pipe fittings, ASTM A447 with ASTM A153 galvanizing.

3. Finish: Polyester factory applied spray coating.

4. Fasteners: Type 304 or 305 stainless steel or galvanized.

2.4 Fabrication

1. Fit and shop assemble components in largest practical sizes for delivery to site.

2. Upright tops shall be plugged with weather and light resistant material.

3. Assemble components with joints tightly fitted and secured. Accurately form components to suit installation.

PART III - EXECUTION

3.1 Preparation

1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result.

3.2 Installation

1. Install in accordance with manufacturer's instructions.

2. Fit exposed connections accurately together to form tight joints. For all connections with Kee Klamp fittings, each set screw is to be tightened to 29 foot pounds (39 N-m) of torque.

3. Perform cutting, and fitting required for installation of handrails. Set handrails and accurately in location, alignment, and elevation, measured from established lines and levels.

3.3 Protection

1. Protect installed products until completion of project.

2. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION