

Washington and South Street Sidewalk Rehabilitation

**Peekskill Presbyterian Church
City of Peekskill
Westchester County, New York**

**Bid Opening:
Thursday, August 6, 2026
10:00am
705 South Street
Peekskill, New York 10566**

NOTICE

The following pages of the Proposal require completion by the Contractor.
Failure to do so will result in an Irregular Bid.

<u>Page #</u>	<u>Information</u>
Section C-1 - C-3	Bid Proposal
Section C-4 (1 thru 3)	Bid Sheet (Items and Prices)
Section C-5	Bid Proposal Sheet
Section C-6 –C-7	Contractor's Acknowledgment
Section C-9	Statement of Non-Collusion
Section C-10	Certification of Compliance for the Prevention of Sexual Harassment
Section C-11	Certificate of Authority
Section C-12 – C-13	Bid Bond and Consent of Surety
Section C-14 – C-19	Statement of Qualifications for Bidders
Section I.5 - I.6	Section 3 Compliance Certification
Section I-7 – I-8	Required disclosure of relationships to Authority, County Etc.
Section I-9	Wage Rate Certification

Note: Please do not fill out the Agreement to Contract portion of this proposal.

TABLE OF CONTENTS

Section	Page No.
A Notice to Bid.....	A-1
B Instruction to Bidders	B-1-B-3
C Bid	C-1-C-5
Contractor's Acknowledgment.....	C-6 – C-7
Acceptance and Order to Proceed	C-8
Statement of Non-Collusion.....	C-9
Certification of Compliance for the Prevention of Sexual Harassment	C-10
Certificate of Authority	C-11
Bid Bond and Consent of Surety	C-12-C-13
Statement of Bidder's Qualifications	C-14-C-19
D Agreement.....	D-1-D-3
E Labor and Material Bond.....	E-1-E-3
Performance Bond.....	E-4-E-8
F Form of Maintenance Bond	F-1 - F-2
G General Release	G-1
H Insurance	H-1-H-4
I Compliance Information Westchester Urban County & Participating Municipalities	
Introduction	I-1
Section 3 Bidder's Certification.....	I-2-I-6
Required Disclosure to Relationships	1-7-I-8
Federal Labor Standards and Provisions & Davis Bacon Wage Reporting Requirements	I-9-I-19
Buy America Preference in Federal Financial Assistance Programs for Infrastructure.....	I-20-I-21
J General Conditions	J-1-J-32
K Special Conditions	K-1-K-11
L Technical Specifications	202.1901WE-851WE

SECTION A

PUBLIC NOTICE

WASHINGTON AND SOUTH STREET SIDEWALK REHABILITATION PEEKSKILL PRESBYTERIAN CHURCH

Sealed proposals for the following construction work will be received by the, Peekskill Presbyterian Church, at the office of the Church, 705 South Street, Peekskill, NY 10566, until 10 a.m. prevailing time on Thursday, August 6, 2026, and immediately thereafter the bids will be publicly opened and read aloud in the said office. No proposals will be accepted after said time and date.

The scope of work includes the replacement of sidewalks and includes ancillary work such as signage, resetting parking meters and associated removals.

Plans, Specifications and Contract Documents may be obtained as of Friday, July 17, 2026, at the Peekskill Presbyterian Church website, <https://peekskillpresby.org/> . All Addenda will be posted on the website as well.

Bids shall be made on the Proposal forms furnished with the Specifications, and must be accompanied by a Bid Bond acceptable by the Owner, in the amount of not less than 5% of the total amount of the Bid. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company. Checks shall be made payable to the Peekskill Presbyterian Church, New York and are to be held by Owner as a guarantee for the proper execution and delivery of the Contract and bonds to secure the faithful performance thereof. In default of such execution and delivery of Contract and Bonds, the amount of the deposit represented by the check shall be forfeited and retained by the Peekskill Presbyterian Church, as liquidated damages.

Proposals shall be enclosed in a sealed envelope bearing the name and address of the Bidder, addressed to the Owner Board, Peekskill Presbyterian Church, New York and endorsed "WASHINGTON AND SOUTH STREET SIDEWALK REHABILITATION, Peekskill Presbyterian Church, New York."

The Peekskill Presbyterian Church reserves the right to reject any and all Bids, to waive any informality in any Bid, and to award the Contract to other than the lowest Bidder if deemed in the best interest of the Owner to do so.

Federal funds are utilized on this project and are subject to all the applicable requirements of the U.S. Department of Housing and Urban Development.

SECTION B

INSTRUCTIONS TO BIDDERS

1. DOCUMENTS: Complete sets of Bidding Documents will be issued for bidding purposes as stated in the "Notice to Bidders". A complete set of Documents consists of the following:

- a. A bound copy of the Specifications.
- b. Addenda (if any).
- c. Contract Drawings

2. PROPOSALS: To be considered, Proposals must be in accordance with these Instructions to Bidders. All bids must be submitted on the prescribed forms which are included herein, such forms also being bound in the specifications as SECTION C. All blank spaces for bid prices must be filled in, in both words and figures, either typed or in ink. **Contractors must submit a completed set of Certifications of Compliance with Federal Housing and Urban Development Requirements with their bid in order for the Owner to consider it valid.**

Proposals that contain any omissions, erasures, alterations, additions, or items not called for in the itemized Proposal, or that contain irregularities of any kind, may constitute sufficient cause for rejection of the bid. All bids must be submitted in sealed envelopes addressed to the **Peekskill Presbyterian Church, 705 South Street, Peekskill, NY 10566** and be clearly identified with: (1) Project Name, (2) Name of Bidder and Bidder's address. Proposals shall be signed with name typed below signature. The Bidder's seal, if a corporation, shall be affixed under the Bidder's signature. Electronic Bids will not be accepted.

If separate sets of proposal sheets are issued, they may be used with the understanding that all instructions and conditions of the contract documents are the same as if these pages were bound therein.

NOTE: The bid documents listed under 'Notice' on the second page of the Bid Specifications shall be included in the proposal due at the time and date of the bid opening.

Contractor must complete certifications in Section I "Compliance Information Westchester Urban County & Participating Municipalities" in order for their bid to be considered valid.

3. QUALIFICATIONS OF BIDDERS: The **Owner** may make such investigations as it deems necessary to determine the qualifications of the Bidder to perform the work, and the Bidder shall furnish information and data for this purpose as may be required. The **Owner** reserves the right to reject any bid if the evidence submitted by a Bidder, or the investigation of such Bidder, fails to satisfy the **Owner**, that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein within the time designated. Fraudulent statements shall cause rejection of Proposal and forfeiture of the related bid security.

4. **CONDITIONS OF WORK:** Each Bidder must inform themselves fully of all conditions under which the work will be performed. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the work for the consideration set forth in his bid. Bidders attention is directed to Paragraph 1 of the Bid Proposal, in which the Bidder certifies that he has examined the site. Bid shall include the complete costs of furnishing all materials, labor and equipment necessary to complete the work in accordance with the Contract Plans and Specifications and all other expenses incidental thereto. Local and State sales taxes shall not be included in the bid. Insofar as possible, the Contractor in the carrying out of his work must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or of the proper functioning of the existing facilities of adjacent or contingent properties, and shall be maintained insofar as possible.

5. **ADDENDA AND INTERPRETATION:** Every request for information or interpretation of Bidding Documents or Drawings must be addressed in writing to **Church Office, office@peekskillpresby.org and Kathy Ceretta, kathy@peekskillpresby.org, 705 South Street, Peekskill, NY 10566**, , and to be given any consideration must be received at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be mailed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under his Bid as submitted. Any Addenda so issued shall be come part of the Bidding Documents. Reception of Addenda shall be noted on the "Bid Form."

6. **BID SECURITY:** Each Bidder is required to deposit at the time of submission of his bid, a Bid Bond or certified check in an amount representing five (5%) percent of his bid payable to **Peekskill Presbyterian Church, NY**, which amount the bidder agrees is to be forfeited as liquidated damages and not as a penalty if he is awarded the contract and he shall thereafter fail to execute a Contract with the Owner under the conditions of this Proposal or to furnish the bonds required for the faithful performance of this contract. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company agreeing to supply a Performance Bond and Labor and Materials Bond if the Contract is awarded to the Bidder. **All Bid Bonds must be securely attached to the outside of the Bid Package and be Clearly Visible.**

Such bid security will be returned to all except the three lowest formal Bidders within three days after the formal opening of bids, and the remaining bid security will be returned to the other bidders after the **Owner** and the accepted Bidder have executed a Contract. In the event no Contract has been so executed within forty five (45) calendar days after the date of the opening of bids, upon the demand of the Bidder, so long as he has not been notified of the acceptance of his bid, his bid security will be returned. The Bid Security of the successful Bidder will be retained until the signing of the Agreement and the filing and approval of the bonds and insurance certificates.

7. **INSURANCE REQUIRED:** The successful Bidder will be required to procure and pay for the following types of insurance, in accordance with the provisions listed in (Section H).

- a. Workmen's Compensation.
- b. General Liability.
- c. Umbrella/Excess Liability
- d. Automotive: (Each Vehicle)
Public Liability
Property Damage

8. SECURITY FOR FAITHFUL PERFORMANCE: The Contractor shall prior to execution of the Contract submit two separately executed bonds, (1) a Performance Bond in amount equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the terms, covenants and conditions of the Contract; and (2) a Labor and Material Payment Bond for the full amount of the Contract price guaranteeing the full payment of all persons performing labor or furnishing material or rentals, under the contract.

The Bonds shall be prepared as specified in Section E, Form of Performance Bond and Labor and Material Bond, and shall have as Surety thereon such Surety Company or companies as are acceptable to the **Owner** and are authorized to transact business in the State of New York.

9. GUARANTEE: The Contractor shall guarantee all materials and workmanship for one (1) year in accordance with all conditions set forth in these Specifications. The guarantee shall be provided in the form of a Maintenance Bond in the amount equal to one hundred percent (100%) of the contract. The bond shall be prepared as specified in SECTION F and shall be posted at the time of final payment.

10. FORM OF AGREEMENT: The form of agreement is included in these documents in Section D.

11. AWARD: The Contract will be awarded to the lowest responsible bidder pursuant to the provisions of the General Municipal Law. The **Peekskill Presbyterian Church** reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performance, and other applicable factors. The **Owner** further reserves the right to reject any or all bids.

12. OWNER/CLIENT: The Peekskill Presbyterian Church, Westchester County, New York

13. SALES TAX EXEMPTION: Under Chapter 513 of the Laws of New York 1974, all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the **Peekskill Presbyterian Church** are exempt from the payment of New York State Sales or compensatory use taxes. Therefore, the Contractor should not include any amount in his bid price to cover sales taxes for the above items.

14. REQUIRED SUBMISSIONS: Prior to award, the successful bidder will be required to meet the following requirements.:

a. The successful bidder, if his business is not registered in New York State, must provide the **Owner** with a certificate issued by the Secretary of State of New York stating that the Corporation is authorized to do business within the State and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it would be required that the entity's certificate of doing business, which should be on file in the County Clerk's Office, be provided. (This would also hold true in the case of joint ventures which would be required to disclose the underlying entities which make up the joint venture and the supplying of the requisite certificate of doing business of each such entity.)

b. A Statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the **Owner** or is a relative of any such **Owner** officer or employee. If such officer, director or stockholder does exist, their names and relationship should be disclosed to the **Owner**.

SECTION C

BID PROPOSAL

**WASHINGTON AND SOUTH STREET SIDEWALK REHABILITATION
PEEKSKILL PRESBYTERIAN CHURCH
WESTCHESTER COUNTY, N.Y**

To: **Owner**
Peekskill Presbyterian Church
705 South Street
Peekskill, NY
10566

Bid Submitted by:

(Name)

(Address)

(Telephone No.)

(Federal I.D. Number)

1. I/We do hereby declare that I/We have carefully examined the Notice to Bidders, the Plans, and the Specifications relating to the above entitled matter and the work, and have also examined the site.
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings, and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose for the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract, therefore, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a contract therefore, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Drawings and Specifications, therefore, within 10 business days after the award of the contract and if I/We fail to execute said contract within said period of time, that the **Owner** shall have the power to rescind said award and also that the said **Owner** shall retain the proceeds of the certified check, or require the payment of the sum of the bid bond.

5. I/We do also declare and agree I/We will commence the work within thirty days after the Contract execution and will complete the work fully and in every respect on or before the time specified in said Contract and do authorize the said Board, in case of failure to complete the work within such specified time, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the Contract.
6. I/We hereby affirm that by submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:
 - (a) the prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
 - (b) unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
 - (c) no attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a Bid for the purpose of restricting competition.
 - (d) no member of the **Owner** or any officer or employee of the **Peekskill Presbyterian Church, New York**, or person whose salary is payable in whole or in part from the said Treasury is, shall be or become interested, directly, as a contracting party, partner, stockholder, surety or otherwise, in this Bid, or in the performance of the Contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
7. I/We hereby further agree that this proposal is a firm Bid and shall remain in effect for a period of at least forty five (45) calendar days from the date of the opening of Bids, and that within said period of forty five (45) days, the **Peekskill Presbyterian Church** will accept or reject this proposal, or this period may be extended by mutual agreement.
8. I/We do hereby declare that, if this is a Corporate Bid, I have been duly authorized to act at the Signator on this proposal in behalf of this Corporation.
9. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
10. I/We hereby agree that I/We accept the unit prices on the following pages, for the various items of work.
11. I/We do hereby declare that I/we will perform at least 51% of the work.

12. I/We hereby agree that I/We shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in the price of that item.

13. All work shall be completed within **ninety (90)** calendar days from the commencement of the work.

(Legal Name of Bidder, Partner or Corporate Officer)

By:

Date:

(Authorized Signature)

Corporate Seal (if incorporated)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
(If applicable)

Signature

Signature

Signature

South Washington Street and South Street Sidewalk Rehabilitation

ITEMIZED PROPOSAL

ITEM NO.	APPROXIMATE QUANTITIES	PAY UNIT	ITEM DESCRIPTION	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
203.02	99	C.Y.	UNCLASSIFIED EXCAVATION AND DISPOSAL	\$ _____	_____	\$ _____	_____
206.05	1	EA.	TEST PIT EXCAVATION	\$ _____	_____	\$ _____	_____
608.0101	36	C.Y.	CONCRETE SIDEWALKS AND DRIVEWAYS	\$ _____	_____	\$ _____	_____
608.020102	10	TON	Asphalt Sidewalks, Driveways, Bicycle Paths, and Vegetation Control Strips	\$ _____	_____	\$ _____	_____
619.01	NEC	L.S.	BASIC WORK ZONE TRAFFIC CONTROL	L.S.		\$ _____	_____
623.12	59	C.Y.	CRUSHED STONE (IN-PLACE MEASURE)	\$ _____	_____	\$ _____	_____

South Washington Street and South Street Sidewalk Rehabilitation

ITEMIZED PROPOSAL

ITEM NO.	APPROXIMATE QUANTITIES	PAY UNIT	ITEM DESCRIPTION	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
627.50140008	62	L.F.	CUTTING PAVEMENT	\$ _____	_____	\$ _____	_____
634.0101WE	3	EA.	Reset Ex. Meter	\$ _____	_____	\$ _____	_____
645.81	4	EA.	Type A Sign Posts	\$ _____	_____	\$ _____	_____
645.8101WE	1	EA.	Reset Ex. Bus Stop Sign	\$ _____	_____	\$ _____	_____
647.31	4	EA.	Relocate Sign Panel, Sign Panel Assembly Size I	\$ _____	_____	\$ _____	_____
647.62	1	EA.	Remove and Dispose Signs, Ground Mounted Type A Sign Supports and Foundations	\$ _____	_____	\$ _____	_____
660.01AWE	1	EA.	Adjusting Water Valve Boxes with Prefabricated Adapters	\$ _____	_____	\$ _____	_____

South Washington Street and South Street Sidewalk Rehabilitation

ITEMIZED PROPOSAL

ITEM NO.	APPROXIMATE QUANTITIES	PAY UNIT	ITEM DESCRIPTION	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
660.30AWE	1	EA.	Adjusting Gas Valve Boxes with Prefabricated Adapters	\$ _____	_____	\$ _____	_____
660.40WE	3	EA.	Adjust Telephone Manhole	\$ _____	_____	\$ _____	_____
Subtotal of All Items Above:						\$ _____	_____
800WE	NEC	F.L.S.	MISCELLANEOUS ADDITIONAL WORK		F.L.S.	\$ <u>9,000</u>	<u>00</u>
851WE	NEC	F.L.S.	TESTING OF MATERIALS AND FIELD TESTING EQUIPMENT		F.L.S.	\$ <u>1,000</u>	<u>00</u>

Gross Sum of Total Bid Written in Figures:	DOLLARS	CTS.
	\$ _____	_____

CONTRACTOR: _____

ADDRESS: _____

BY: _____

BID PROPOSAL FORM

CONTRACTOR: _____

ADDRESS: _____

BY: _____

*The TOTAL BID shall be the sum of the extensions (unit price multiplied by estimated quantity, for each item). It is stated here only as a convenience for comparison of Bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the Bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of a discrepancy between the unit price in words and the unit price in numbers, the unit price in words shall govern.

The estimated quantities are not guaranteed, and are only for Bid comparison purposes and final payment will be made for actual quantities regardless of the estimated quantities contained herein. All quantities must be verified by each bidder and revised as required for the bid proposal submittal.

The Contractor is further advised that the estimated quantities shown in the Bid Sheets may be reduced or deleted in order to insure that this Contract can be completed within the budget established for this work. In the event that certain work is deleted or reduced, the Unit Price shall remain in effect for this work. However, if the quantities are increased above 125% of the estimated, then the work performed shall paid for as described in paragraph 109 of the General Conditions.

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF NEW YORK)
(If Corporate)
)ss
COUNTY OF WESTCHESTER)

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

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF NEW YORK)
(If Individual)
)ss
COUNTY OF WESTCHESTER)

On this ____ day of _____, 20____, before me personally came _____
_____ to me known, and known to me to be the same person
described in and who executed the within instrument and he/she duly acknowledged to me
that he/she executed the same for the purpose herein mentioned and, if operating under the
trade name, that the certificate required by the New York State General Business Law Section
130 has been filed with the County Clerk of Westchester County.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF NEW YORK)
(If Co-Partnership)
)ss
COUNTY OF WESTCHESTER)

On this ____ day of _____, 20____, before me personally came _____
_____ to me known, and known to me to be a member of the firm of
_____ and the person described in, and who
executed the within instrument in behalf of said firm, and he/she acknowledged to me that
he/she executed the same in behalf of, and as the act of said firm for the purposes herein
mentioned and that the certificate required by the New York State General Business Law
Section 130 has been filed with the County Clerk of Westchester County.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

(If Corporation/Sole Officer)

STATE OF NEW YORK)
)ss
COUNTY OF WESTCHESTER)

On this _____ day of _____, 20 ____,
before me personally came _____ to me
known and (Name)
known to me to be the _____
(Title)

of _____ the corporation described in and which
(Name of Corporation)
executed the within instrument, who being by me duly sworn did depose and say that
he/she, resides at _____
and that he/she signed the within instrument, on behalf of said corporation, in his/her capacity
as the _____ and sole officer and director of said
corporation
(Title)
and that he/she owns all the issued and outstanding capital stock of said corporation.

Notary Public

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEW YORK)
)ss
COUNTY OF WESTCHESTER)

On this _____ day of _____, 20 ____, before me
personally came _____ to me known to be the
(Name of individual who signed agreement)

individual who executed the foregoing instrument, and who, being duly sworn by me, did
depose and say that (s)he is (the)(a) _____ of _____
(member)(manager) (name of limited liability company)
a _____ limited liability company, and that (s)he has authority
(name of state)
to sign the same, and acknowledged that (s)he executed the same as the act and deed of said
limited liability company.

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

Notary Public

(Not Required with Bid)
ACCEPTANCE and ORDER TO PROCEED

The foregoing Proposal and Bid Proposal of _____, dated
_____, 20__

(Name of

Contractor)

in the Total Bid amount of

(Total Bid Amount with any Accepted Alternates

over the Term of the Contract)

Dollars (\$_____) is hereby accepted as of _____, 20__. Unit
prices are as submitted in the Proposal and in the Bid Proposal.

Date: _____, 20__

Owner

By: _____

Name: _____

Office: _____

Attest:

ORDER TO PROCEED

The Proceed date for the Contract is established as of _____, 20__.

Date: _____, 20__

Owner

By: _____

Name: _____

Office: _____

STATEMENT OF NON-COLLUSION

(To be Completed by Each Bidder)

In accordance with Section 103-d General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the State or any public department, agency, or official thereof or to a fire district or any agency or official thereof for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed by such bidder as true under the penalties of perjury; [non-collusive bidding certification].

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
 - (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. The person signing this bid or proposal certifies that he has fully informed themselves regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder, as well as the person signing in its behalf.
- c. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

Dated____, 20_____

Legal Name of Person,
Firm or Corporation

(Seal of Corporation)

Business Address of Person, Firm or
Corporation

By_____
Signature

Title

**CERTIFICATION OF COMPLIANCE FOR THE PREVENTION
OF SEXUAL HARASSMENT**

Pursuant to State Finance Law §139-l of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

[Please Check One]

BIDDER'S CERTIFICATION

☐

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

☐

I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are: _____

Dated: _____, 20_____.

STATE OF
) COUNTY
OF) ss:

The undersigned, being duly sworn, says: (a) I am duly authorized to execute this Certification and
(b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Signature

Printed Name

Title

Subscribed and sworn to before me this _____
day of _____, 20_____.

Notary Public

CERTIFICATE OF AUTHORITY

I, _____
(Officer other than officer executing proposed documents)

certify that I am _____ of the
(Title)

(Name of Contractor)

(the "Contractor"), a corporation duly organized and in good standing under the

(Law under which organized, e.g., the New York Business Corporation Law)

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

who signed said agreement on behalf of the Contractor was, at the time of execution the

(Title of such person)

Behalf of said Contractor by authority of its Board of Directors, thereunto duly organized,

and that such authority is in full force and effect at the date hereof.

(Signature)
(SEAL)

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

On this _____ day of, _____, 20____, before me personally
came _____ to me known, and known to
me to be the _____ of _____, the Corporation described
in and which executed the above certificate, who being by me duly sworn did depose and say
that he/she, the said _____
_____ resides at _____

_____ and that he/she is
_____ of said Corporation and knows the Corporate Seal of
the said Corporation; that the seal affixed to the above certificate is such Corporate Seal and
that it was so affixed by order of the Board of Directors of said Corporation, and that he/she
signed his/her name thereto by like order.

Notary Public

CONTRACT NO. _____

BID BOND AND CONSENT OF SURETY

KNOW ALL PERSONS BY THESE PRESENTS, That _____
(Name of Contractor)

(Address)

(hereinafter called the "Principal") and the _____ a
corporation created and existing under the laws of the State of _____, having its
principal office at _____ (hereinafter called
the

(PRINT FULL ADDRESS OF SURETY)

"Surety"), are held and firmly bound unto the Owner (hereinafter called the "Obligee"), in
the full just sum of *Five (5%) Percent of the Attached Bid*, in good and lawful money of
the United States of America, for the payment of which said sum of money, well and truly
to be made and done, the said Principal binds themselves (himself/herself, itself), their
(his/her, its) heirs, executors and administrators, successors and assigns, and the said
Surety binds itself, its successors and assigns jointly and severally, firmly by these
presents:

WHEREAS, the said Principal has submitted to the Owner a proposal/bid for
Contract No: _____
Project Title: _____
_____ and

WHEREAS, under the terms of the Laws of the State of New York as above
indicated, the said Principal has filed or intends to file this bond to guarantee that the
Principal will execute all required contract documents, furnish all required insurance and
furnish such Performance and Payment Bonds or other bonds as may be required in
accordance with the terms of the Principal's said proposal/bid.

NOW, THEREFORE, the Surety agrees:

(i) if the Contract for which the preceding estimate and proposal is made, is
awarded to the Bidder by the Owner, the Surety shall become bound as Surety and
guarantor for the faithful performance of the Contract and shall execute and deliver a
Performance & Payment Bond, in a form acceptable to the Owner, in the amount of
100% of the total Contract price, or such other amount as may be specified in the Bid
Documents, and shall execute the Contract as party of the third part when required to do
so by the Board of the Owner; and

if the Bidder shall, upon award of the Contract to the Bidder, fail or refuse to execute the Contract and furnish the necessary bonds and insurance certificates, the Surety shall, on demand by the Owner, pay to the Owner the difference between the amount bid and the amount for which such contract is thereafter awarded, together with the cost to the Owner of reletting said Contract, up to the maximum aggregate amount of this bond.

(ii) the condition of the foregoing obligation is such, that if the said Principal shall promptly execute and submit, and the Owner shall accept, all required contract documents including insurance and such Performance and Payment Bond or other bonds, all as may be required in accordance with the terms of the Principal's said bid/proposal, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, the receipt of which is hereby acknowledged by the Surety, hereby stipulates and agrees that the obligation of the Surety and of its bond shall remain absolute and shall be in no way impaired, affected or discharged by an extension of time, mutually agreed to by the Owner and the Bidder, within which the Owner may award said Contract, and the Surety hereby waives notice of any such extension.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/her (their, its) hand and the said Surety has caused this instrument to be signed by its duly authorized officer this ____ day of 20__.

Signed and delivered this__day of_____20__ in the presence of:

(Print Name of Principal)

(Signature)

(Title of Authorized Principal Officer)

(Print Name of Surety)

By_____

(Signature)

(Title of Authorized Surety Officer)

(The Surety Company shall append a single copy of a statement of its financial condition, a copy of the resolution authorizing the execution of Bonds by officers of the Surety Company, a Power of Attorney, and a Surety Acknowledgment.)

STATEMENT OF QUALIFICATIONS FOR BIDDERS

A. Name of Bidder: _____

B. Address: _____

C. Provide the following information:

1. Bidder's President or Chief Executive Officer

2. Bidder's New York area contact person's name, address and telephone number.

3. Other name(s), if any, under which Bidder has operated in the last five (5) years.

D. Provide the following information:

1. State whether the Bidder is a sole proprietorship, corporation, partnership, business association or joint venture.

2. State the jurisdiction under which Bidder is organized and operates. _____

3. List names and home addresses of all principals of the Bidder.

4. Identify shareholders owning ten percent (10%) or more of the stock and partners or other coventurers of the Bidder, and state the extent of their respective interests.

5. Provide Bidder's Dun & Bradstreet identification number and the latest Dun & Bradstreet credit report or a similar credit report. _____

6. State whether the Bidder is a qualified Minority or Women-Owned Business Enterprise and give evidence of same. Evidence shall be certification; or the request for certification; or, if not certified and no request for certification has been made, documentation supporting the Bidder's belief that the firm is qualified.

Yes ☐ No ☐

7. State the name and address of Bidder's principal bank and a bank officer who can, and is authorized by Bidder, to respond to inquiries.

8. Provide Bidder's Employer Identification Number. _____

9. Submit Bidder's financial statements, prepared in accordance with generally accepted accounting principles, for the three (3) most recent fiscal years, on attached sheets.

10. On an attached sheet, list and provide a brief description of at least five projects, completed in the last five (5) years, where the Bidder performed work of the type specified herein at residential apartment buildings. For each project, give the job name and address, dollar value, date job awarded and completed, percentage of work performed with own work force, the name and address of the owner and supervising architect/engineer, and the name and telephone number of a responsible party affiliated with the owner and familiar with the Bidder's work. Particular emphasis should be placed on projects of comparable scale or complexity to the proposed project. Bidder should state whether it acted as the General Contractor; if it was not the General Contractor, Bidder should provide contact information for the General Contractor.

11. Provide a list of projects of the kind described in paragraph 10 above which Bidder presently has under contract, indicating for each the job name and address, dollar value, date job awarded and anticipated completion date, percentage of work performed with own work force, the name and address of the owner and supervising architect/engineer and the name and telephone number of a responsible party affiliated with the owner and familiar with Bidder's work.

12. Itemize the work you intend to perform with your own work force and items which you propose to subcontract. If known, identify Subcontractors by name, address and trade.

E. In the following questions, the word "Bidder" includes the Bidder, any principal or key management personnel of Bidder, any entity which owns ten percent (10%) or more of Bidder; any entity in which Bidder has an interest of ten percent (10%) or more; or any entity in which such parties are or were principals.

1. In the past ten (10) years did Bidder file a petition in bankruptcy or reorganization or have bankruptcy proceedings initiated against it?

Yes ☐ No ☐

If yes, give the name of the entity, the date of the filing, the court, the district, the reason for filing and the disposition of the case on an attached sheet.

2. In the past five (5) years has Bidder:

a. been suspended, debarred, disqualified, had its qualification revoked or otherwise been declared ineligible to bid on any project, public or private?

Yes ☐ No ☐

b. been barred from bidding or denied a contract as a result of refusal to testify before a grand jury or administrative board?

Yes ☐ No ☐

c. been denied a contract for any reason despite being the low bidder?

Yes ☐ No ☐

d. been defaulted on any contract/obligation covered by a surety, payment, or performance bond?

Yes ☐ No ☐

e. terminated a contract or had a contract terminated by the owner?

Yes ☐ No ☐

f. been given a final unsatisfactory performance determination or deemed a poor performer (by letter or formal proceedings) by any owner or any governmental agency, or been subject to a governmental audit, investigation, or management review (other than a management review conducted in the normal course of business) for which there are negative findings?

Yes ☐ No ☐

g. had damages assessed against it during or upon completion of a contract?

Yes ☐ No ☐

If the answer to any portion of this question is yes, provide all relevant details, including the name of a contact person at the owner or agency which took any of the above actions, on an attached sheet.

3. Answer the following:

a. Has Bidder been convicted of a felony or a misdemeanor within the past ten (10) years?

Yes ☐ No ☐

If yes, state details, including a description of the crime, jurisdiction and court of the conviction, disposition (plea/conviction and sentence), and the index or docket number on an attached sheet.

b. Is Bidder subject to pending criminal charges?

Yes ☐ No ☐

If yes, state details, including a description of the charges, jurisdiction and court where the charges are pending and the index or docket number on an attached sheet.

4. Has Bidder been the subject of any investigation (civil or criminal) by any governmental agency, public authority, or grand jury within the past ten (10) years, including any pending investigation?

Yes ☐ No ☐

If yes, state agency name, date, details and disposition of investigation on attached sheet.

5. Has Bidder been a party to any litigation, civil or criminal, or any arbitration proceedings in the past five (5) years?

Yes ☐ No ☐

If yes, provide details of each case or proceeding on an attached sheet, including caption, court and index or docket number, the particulars, and the disposition.

6 .Are there any judgments or awards against the Bidder in any litigation, civil or criminal, or any arbitration proceeding?

Yes ☐ No ☐

If yes, provide details of each case or proceeding on an attached sheet, including caption, court and index or docket number, the particulars, and the disposition.

7 .Does the Housing Authority/Company, its managing agent or any company affiliated with its managing agent, or any management personnel if the Housing Authority/Company is self-managed, or any of its principals, board members, persons residing with board members, or employees, or any relative thereof, have any interest, direct or indirect, in Bidder, or are any of them a relative of a principal of the Bidder? As used herein, 'Housing Authority/Company' includes any person or entity which has a direct or indirect interest of ten percent (10%) or more in the development or Housing Authority/ Company, and 'relative' means spouse, parent, stepparent, parent-in- law, child, stepchild, child-in-law, sister, brother, sister-in-law, brother-in-law, grandparent, grandchild, aunt, uncle, nephew, and niece.

Yes ☐ No ☐

If yes, provide details of the relationship(s) on an attached sheet.

CERTIFICATION

I, _____, being duly sworn, state that I have read and understand all the items and conditions contained in the foregoing Statement of Qualifications for Bidders, that I supplied full and complete information and answers to each item therein to the best of my knowledge, information and belief; and that all information supplied by me is true. I understand that:

- This Statement is submitted as additional inducement to the Housing Authority/Company to find that my organization is qualified to perform the Work and that the Housing Authority/Company will rely on the information supplied therein and any other material submitted together therewith;
- If the Contract requires Division approval, the Housing Authority/Company will transmit this Statement to the Division, this Statement is being submitted to induce the Division to approve the Contract, and the Division will rely on the information supplied therein and any other material submitted together therewith;
- Intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, may be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001, and may result in contract termination;
- Submission of this Statement will constitute permission by the Bidder for the Housing Authority/Company to contact any private or governmental person, entity or agency concerning the experience, financial condition and background of Bidder and its principals; and,
- The Bidder is under duty to notify the Housing Authority/Company and the Division (if the Contract requires Division approval) of any material changes to the responses in this Statement during the consideration of the Bid and the performance of the Contract.

Print Name

Signature

Title

Date

Company

Tel. No. _____

E-mail: _____

Subscribed and sworn to before me

this _____ day of _____, 20

Notary Public

SECTION D

AGREEMENT

**WASHINGTON AND SHOUTH STREET SIDEWALK REHABILITATION
PEEKSKILL PRESBYTERIAN CHURCH
City of Peekskill, NY**

THIS AGREEMENT made this _____ day of _____,
20____, by and between

(a corporation/partnership organized and existing under the laws of the

State of _____)

_____ (an individual)

_____ (hereinafter called the "Contractor") and

OWNER (hereinafter called the "Owner").

WITNESSETH, that the Contractor and the Owner for the consideration stated herein mutually agree as follows:

Article 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenance, equipment and services, including utility and transportation services, and perform and complete all Work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents including all Addenda thereto, numbered _____.

Article 2. The Contract Price. The Owner will pay the Contractor for the performance of the Contract in current funds, for the total quantities of Work performed at the stated prices stipulated in the Proposal and Bid Proposal for the respective items of Work completed subject to additions and deductions as provided in the Section - (109) Changes in the Work in the General Conditions.

Article 3. Contract Documents. The "Contract Documents" shall consist of the following (including their attachments and exhibits)

- | | |
|---|---|
| a) Notice to Bidders | i) Specifications, Technical |
| b) Instructions to Bidders | Specifications and Supplemental Technical |
| c) General Conditions | Specifications |
| d) Special Conditions | j) Contract Drawings (as listed in the |
| e) Contractor's Proposal and Bid | Schedule of Drawings) |
| Proposal as accepted by the Owner | k) Amendments/Addenda |
| f) Signed copy of the Bid (as provided | l) Payment and Performance Bonds |
| in Schedule C to the Bid Documents), with | m) Westchester Urban County |
| all attachments required for the Bidding | Compliance Information |
| g) Statement of Qualifications for | n) All other terms, covenants and |
| Bidders | agreements contained in the Bid Documents |
| h) The Owner's acceptance | |

This Agreement, together with the other Contract Documents enumerated in this Article 3, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component the part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused his **AGREEMENT** to be executed in five (5) original copies on the day and year first above written.

ATTEST:

(Contractor)

BY _____

Title _____

Address: _____

Telephone No. _____

Facsimile No. _____

E-mail Address: _____

(Owner)

BY _____

Title _____

Address: _____

Telephone No. _____

Facsimile No. _____

BOND NO.

LABOR AND MATERIAL PAYMENT BOND

NOTE: This Bond is issued simultaneously with another Bond in favor of the Owner conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

That _____,
as Principal (hereinafter called Principal) and _____
_____ as Surety (hereinafter
called Surety) are held and
_____ as Obligee (hereinafter called Owner) for
the use and benefit of claimants as hereinbelow defined; in the amount of

_____ Dollars

(\$ _____), for the payment whereof Principal and
Surety
bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____
_____, entered into a Contract with Owner for _____

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void; otherwise it shall remain and be in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of either the obligee or the principal to the other shall not in any way release the Principal and the Surety of either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefor, may bring a suit on this bond in the name of the person suing, prosecute the same to a final judgment, and have execution thereon for such sum as may be justly due.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

_____(SEAL)
(Individual Principal)

(Business Address)

_____(SEAL)

(Business Address)

Attest:

By:_____

(Corporate Principal)

(Business Address)

By:_____ Affix
Corporate
Seal

Attest

_____ (Corporate Surety)_____

(Business Address)

By: _____ Affix
Corporate
Seal

Countersigned

By: _____

*Attorney-in-Fact, State of _____

*Power-of-Attorney for person signing for Surety Company must be attached to Bond.

PERFORMANCE AND PAYMENT BOND

Bond No.

KNOW ALL BY THESE PRESENT,

that we, _____,

(Insert legal name and address of Contractor)

as Principal (hereinafter, together with its successors, assigns, subcontractors, administrators, executors or any other designees or transferees, collectively the "Principal"), and

(Insert legal name and address of Surety)

as Surety (hereinafter, together with its successors, assigns, subcontractors, administrators, executors or any other designees or transferees, collectively the "Surety"), are held and firmly bound along with our heirs, executors, administrators, successors and assigns, _____ jointly _____ and _____ severally, _____ unto _____,

(hereinafter "Obligee") for payment of the penal sum of

_____ Dollars(\$ _____)

(Insert Bond amount in words and numerals)

(hereinafter the "Penal Sum"), in lawful money of the United States, as more particularly set forth herein.

Said Penal Sum shall apply separately and independently, in its total amount, to the payment provision and the performance provision of this bond and shall not reduce or limit the right of the Obligee or any other claimant to recover under the other said provision.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Acquisition and Contract, has authorized the award of an agreement to the Principal for the work (the "Work") commonly described as:

Contract# _____

(Insert Contract #)

(Insert Contract name)

WHEREAS, the Principal has entered into an agreement with the Obligee for performance of the Work in strict accordance with the agreement, its attachments and specifications contained therein; (the agreement with all attachments is hereinafter collectively referred to as the "Contract" and are incorporated herein and made a part thereof by reference); and

WHEREAS, by the terms of the Contract, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Contract.

NOW THEREFORE, if the Principal shall

(1) promptly, fully and faithfully perform the Work and each and all of the terms and obligations to be carried out and performed by the Principal in strict accordance with the terms, conditions and covenants of the Contract as it may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Obligee by reason of a default or failure on the part of the Principal in the strict performance of any or all of the terms or obligations of the Contract, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; and

(2) also promptly make payment of all wages, labor, services, supplies and material rendered or reasonably required for use in the performance of the Contract, of all persons and firms engaged in the Work provided for in the Contract, whether such persons are agents, servants or employees of the Principal, or any subcontractor or of any assignee or designee thereof, regardless of any contractual relationship between the Principal, or any subcontractor or any designee thereof, and further, shall pay or cause to be paid all lawful claims of subcontractors, materialmen and other third persons in connection with the work, labor, services, supplies and material furnished in and about the performance of the Contract, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

PROVIDED, however, that this bond is subject to the following additional terms and conditions:

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the time for performance of the Contract, any extension of time, adjustment of the Contract's not-to-exceed amount, any payment whether or not before the time required, any waiver of any provision, or by an assignment, subletting or other transfer of any of the Work, or of payment or non-payment of any moneys due or to become due under the Contract, any alterations, deletions, additions, or any other modifications to the terms of the Contract, the Work to be performed, or to the Contract specifications shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder; The Surety hereby waives notice of any and all of such changes, modifications to the Contract, including but not limited to extensions of time for performance, adjustments of the Contract not-to-exceed amount, modifications, changes in the Work to be performed, alterations, deletions, omissions, additions, changes, payments, waivers, any changes in time, assignments, subcontracts and transfers; And the Surety hereby stipulates and agrees that any and all actions performed or omitted by and in relation to executors, administrators, successors, assigns, Subcontractors, and other designees, shall have the same effect as to said Surety as though done or omitted to be done by and in relation to said Principal.

In the event of a failure of strict performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract by the Principal, and within fifteen (15) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract, the Surety shall provide Obligee with written

notice of its assumption of all obligations hereunder and request Obligee's approval of its proposed election ("Notice of Assumption and Election") to either: a) remedy or cause to be remedied the default or breach of the Principal Contract and cause the Principal to immediately commence and timely complete the Contract; or b) to take charge of the Work of the Contract and immediately commence and timely complete the Work at its own expense itself, through its agents or independent qualified contractors proposed by the Surety and acceptable to Obligee; provided, however, that the Surety hereby stipulates and agrees that both its proposed remedy procedure ("a" and "b" above) and proposed independent contractor, if any, in Surety's Notice of Assumption and Election shall be subject to the prior written approval of the Obligee, which approval shall be granted or withheld in the Obligee's sole discretion, and subject to Obligee's receipt of any and all necessary legal approvals. Surety shall, within five (5) days after written approval from the Obligee of Surety's Notice of Assumption and Election, commence or cause to be commenced the completion of the Work in strict accordance with its Notice of Assumption and Election and the terms, conditions and covenants of the Contract as they may be modified or amended from time to time, time being of the essence for the performance of the Work and this bond. The Surety shall not assert solvency/insolvency of the Principal or the Principal's denial of default as justification for its failure to give the Notice of Assumption and Election, or for its failure to promptly remedy the failure of performance or default of the Principal, or to complete the Work.

In the event the Surety shall fail to issue the Notice of Assumption and Election to Obligee and/or Surety fails to commence completion of the Work within the time periods provided above, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default, or complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price, and any other remedy available to Obligee; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract shall be limited to the Penal Sum hereof, which shall be deemed to include the costs or value of any modifications to the Work which increases the Contract Price, plus the amount of costs, expenses and fees, including reasonable attorneys' fees in connection with any suit or other proceeding brought upon this bond by the Obligee, as more particularly set forth herein.

All persons who have performed labor or rendered services, as aforesaid, all subcontractors, and all persons, firms, corporations, including materialmen and third persons, as aforesaid, furnishing work, labor, services, supplies and material under or in connection with said Contract or in or about the performance and completion thereof, shall have a direct right of action (subject to the prior right of the Obligee under any claim which it may assert against the Principal and/or the Surety) against the Principal on this bond, upon

first furnishing the Obligees with a Bond of Indemnity for costs in an amount satisfactory to the Obligees, which right of action shall be asserted in proceedings instituted in the State in which such work, labor, services, supplies or material was performed, rendered or furnished or where work, labor, services, supplies or material has been performed, rendered or furnished, as aforesaid, in more than one State, than in any such State, no later than one (1) year after the complete performance of said Contract and final settlement thereof.

The Surety shall not be liable hereunder for any damages or compensation recoverable under any worker's compensation or employer's liability statute.

In no event shall the Surety be liable under the foregoing clauses for a greater sum than the Penal Sum of this bond, plus the amount of costs, expenses and fees, including reasonable attorneys' fees in connection with any suit or other proceeding brought upon this bond by the Obligees, as more particularly set forth herein, provided; however, that said Penal Sum is separately and independently applicable, in its total amount to the payment provision and the performance provision of this bond, and shall not reduce or limit the right of the Obligees to recover under the other said provision, or reduce or limit any suit, action or proceeding hereon that is instituted by any person, firm or corporation under the provisions of the payment provision of this bond. The Principal and the Surety do hereby expressly waive any objections that might be interposed as to the right of the Obligees to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including Subcontractors, materialmen, and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the said Obligees to require the foregoing provision to be placed in this Bond.

Notices to the Surety, Principal and Obligees shall be mailed via certified mail, return receipt requested, or delivered to the addresses shown in the preamble. Notice shall be effective on the date of receipt.

The Penal Sum of this bond is in addition to any other bond furnished by the Principal to the Obligees and in no way shall be impaired or affected by any other bond.

In the event that any suit or other proceeding is brought upon this bond by the Obligees, the Surety shall pay to the Obligees all costs, expenses and fees incurred by the Obligees in connection therewith, including without limitation, attorneys' fees.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance and Payment Bond this ____ day of _____, 20____, by their duly authorized agents or representatives.

PRINCIPAL:

(Corporate Seal) _____ Principal Name

Signature _____

Name _____

_____ Title

SURETY:

(Corporate Seal) _____ Surety Name

Signature _____

Name _____

_____ Title

(Attach Attorney-in-Fact Certificate)

If the Contractor (Principal) is a partnership, the Bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a Corporation, the Bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the Contract.

Each executed Bond should be accompanied by:

- (a) appropriate acknowledgments of the respective parties;
- (b) appropriate duly certified copy of Power of Attorney or other Certificate of Authority where the Bond is executed by agent, officer or other representative of Principal or Surety;
- (c) a duly certified extract from By-laws or resolutions of Surety under which Power of Attorney or other Certificate of Authority of its agent, officer or representative was issued, and
- (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

SECTION F

FORM OF MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____ (hereinafter called the Principal)
as Principal and the _____, a _____ Corporation with an office
and place of business for the State of New York at _____, New York,
(hereinafter called the Surety) as Surety, are held and firmly bound unto the _____
(hereinafter called the Obligee) as Obligee in the sum of _____
(\$ _____) DOLLARS,
lawful money of the United States of America, for the payment whereof the Principal and Surety
bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

Signed, sealed and dated this _____ day of _____, 20__

WHEREAS, the Principal heretofore entered into a written contract, dated _____ 20__
with the Obligee for _____

_____.

WHEREAS, said Contract provides that the Principal shall guarantee

_____.

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall
indemnify the Obligee against loss by reason of its failure to make good at its own expense any
defects or deficiencies in materials or workmanship which may appear in the work under said
contract within the period of one year from the date of acceptance of the work, then this obligation
shall be void; otherwise to remain in full force and effect. Whenever Principal shall be and declared
by Obligee to be in default with respect to such indemnification obligation, the Surety shall retain
another contractor acceptable to Obligee to remedy any such defects or deficiencies in materials or
workmanship, subject to the maximum amount of liabilities of Surety hereinunder.

Principal

BY: _____

BY: _____

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____ 20____ before
me personally appeared the within named _____ to
me know, and know to me to be _____ the
corporation described in and who executed the within bond, and _____
acknowledged to me that he/she _____ executed
the same on behalf of such corporation.

NOTARY PUBLIC

Attest _____

(Corporate Surety)

(Business Address)

By: _____ Affix
Corporate Seal

Countersigned

By: _____

*Attorney-in-Fact, State of _____

*Power-of-Attorney for person signing for Surety Company must be attached to
Bond.

SECTION G

GENERAL RELEASE

(TO BE SUBMITTED WITH REQUISITION FOR FINAL PAYMENT)

KNOW ALL MEN BY THESE PRESENTS, that _____ (the "Principal")
(Contractor)

for and in consideration of the sum of _____

lawful money of the United States of America, to it in hand paid by

(Owner)

have remised, released, quit-claimed, and forever discharged, and by these presents do for its successors and assigns remise, release, quit-claim, and forever discharge the said

(Owner)

and its successors and assigns and administrators, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, patents, extents, executions, claims and demands whatsoever in law and unity which against the said

(Owner)

It or they now have or which it or their heirs, executors, or administrators, successors or assigns hereafter can, shall, or may have, for upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents rising out of the construction, in accordance with contract entered into between parties hereto, dated _____, 20__, any amendments or supplements thereto.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its _____ and its corporate seal to be hereto affixed and duly attested by its _____ this _____ day of 20__.

ATTEST:

PRINCIPAL:

SECTION H

INSURANCE

1. Insurance required to be provided by Contractor and Subcontractor shall comply with Section H naming the Certificate Holder **Owner**. ("Owner") and Others named additionally insured ("Others"). Additionally insured shall include the County of Westchester.
2. ALL POLICIES shall include: (a) endorsement of the Work description, contract name, number and location. (b) an endorsement that the Insurance Company will give at least thirty (30) days written notice to the Client and Engineer prior to any modification or cancellation of any such policy, (c) an endorsement that the Contractor will be responsible for the payment of all premiums and/or charges, and (d) an endorsement as follows: "This policy is issued in compliance with the requirements of the Contract, Contract Documents for the Project and issuing Company/Agent is fully cognizant of the requirements as stated therein."
3. Before commencing any Work under the Contract, the Contractor shall submit copies of the Certificate/Certificates of Insurance or binders to the Client, Engineer and any others as may be specified in the Special Conditions under "INSURANCE", evidencing that all insurance as required herein is in force. The policies shall be identified by title, policy number, effective date, expiration date, coverages and limits of liability. Required or verbatim quotes of endorsements as required above or by the Special Conditions shall be attached to or be a part of the Certificate/Certificates of Insurance.
4. The Contractor must either include coverage for its Subcontractors in its policy or submit similar Certificates of Insurance from each of its Subcontractors before their Work commences. Each Subcontractor must be covered by insurance of the same character and in the same amounts as the Contractor unless the Contractor and the Engineer agree that a reduced coverage is adequate because of the nature of the particular Subcontract Work.
5. During the course of construction under the Contract, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew, or any other cause, the Client shall order the cessation of all construction activities until such time as the insurance requirements are complied with. The Contractor shall have no claim or claims whatever against the Client, the Engineer or other parties due to any delays caused thereby, nor shall it extend the completion time of the Contract.
6. The Contractor, prior to signing of the Contract, shall provide to the Owner and Others, identified in Section H, and maintain throughout the life of the Contract, at its own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York carrying a Best's financial rating of A or better. The Contractor shall also require all sub-Contractors, agents and vendors to provide and maintain the insurance set forth within Section H.
 - (a.) Workmen's Compensation. The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of its employees required by State Unemployment Insurance Laws and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of employees of the Contractor and its Subcontractors assessed against the Owner under the authority of said law. This insurance should be provided on Form C 105.2. Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at <http://www.wcb.ny.gov/>. If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12 Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance). Location of operation shall be "All locations in Westchester County, New York."

(b) General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and for property damage or a combined single limit of \$2,000,000 (c.s.1), naming the Owner and Others as additional insured on a primary and non-contributory basis. In addition, this insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor
- (iv) Products and Completed Operations.

c) There shall also be excess/ umbrella coverage in the amount of \$2,000,000 which shall name the Owner and Others, and their respective directors, officers and employees as unrestricted additional insureds on the Excess/ Umbrella policy written on a "follow the form" basis. The General Liability and Excess/Umbrella policy shall be the primary coverage over any coverage the Owner and Others obtain for themselves.

(Note: Additional insured status shall be provided by standard or other endorsement that extends coverage to the Owner and Others for both on-going and completed operations.)

d) Automobile Liability Insurance with a minimum limit of liability of \$1,000,000 per occurrence and \$1,000,000 in the aggregate for bodily injury and property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the Contract specifications. The Owner and Others shall be named as unrestricted additional insured on all auto policies. This insurance shall be the primary coverage and non-contributory. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

7. In case of cancellation or material change in any and all of the policies, thirty (30) days notice shall be given to the Owner (address listed on the cover of the bid document) by registered mail, return receipt requested. All notices shall name the Contractor and/ or Subcontractor and identify the Agreement.

8. All policies of the Contractor and subcontractor(s) shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the Owner and Others (including their respective employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect all parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the Owner or Others are named as insured, shall not apply to the Owner or Others.

(c) The insurance companies issuing the policy or policies shall have no recourse against the Owner or Others (including their respective agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

9. All property losses shall be made payable to and adjusted with the Owner or Others.

10. All policies of insurance shall be acceptable to and approved by the Owner's Corporation Counsel prior to the inception of any work.
11. Other coverages may be required by the Owner or Others based on specific needs.
12. If, at any time, any of the said policies shall be or become unsatisfactory to the Owner or Others, as to form or substance, or if a company issuing such a policy shall be or become unsatisfactory to the Owner or Others, the Contractor shall promptly obtain a new policy, submit the same to the Owner for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Owner or Others, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the Owner or Others.
13. In the event that claims, for which the Owner and Others may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Owner or Others.
14. The Contractor shall notify in writing the commercial general liability insurance carrier, and, where applicable, the worker's compensation and/or other insurance carrier, of any such loss, damage, injury, or accident, and any claim or suit arising therefrom, immediately, but not later than 20 days after such event. The Contractor's notice to the commercial general liability insurance carrier must expressly specify that "this notice is being given on behalf of the Owner and Others as Additional Insured as well as [the Contractor] as Named Insured." The Contractor's notice to the insurance carrier shall contain the following information: the name of the Contractor, the number of the Contract, the date of the occurrence, the location (including street address) of the occurrence, and the identity of the persons or things injured, damaged or lost.
15. At the time notice is provided to the insurance carrier(s), the Contractor shall provide copies of such notice to the Contract Administrator and the President of the Owner at the address listed on the front of the bid document.
16. If the Contractor fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the Contractor shall indemnify the Owner and Others for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the Owner and Others.
17. To the fullest extent permitted by law, the Contractor agrees to protect, defend, indemnify and hold the Owner and Others, and their respective directors, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance by the Contractor and any and all Subcontractors hereof. Without limiting the generality of the foregoing, any and all claims, etc., relating to personal injury, death, damage to property, defects in materials and workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent. In any case in which such indemnification would violate Section 5-

322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Owner and Others for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Owner or Others and their employees

SECTION I TABLE OF CONTENTS

Compliance Information Westchester Urban County and Participating Municipalities

Introduction	Page 1
Section 3 Plan and Certification	Page 2-6
Required disclosure of relationships to Municipality	Page 7-8
Federal Labor Standards and Provisions And Davis Bacon Wage Reporting Requirements	Page 9-19
Buy America Preference in Federal Financial Assistance Programs for Infrastructure	Page 20-21

Davis Bacon Wage Rates and State Prevailing Wages to follow this section. Note that it is the Contractor's responsibility to pay the higher wage for the employee's job classification.

INTRODUCTION

COMPLIANCE INFORMATION WESTCHESTER URBAN COUNTY AND PARTICIPATING MUNICIPALITIES

This project is funded with a grant from the federal Community Development Block Grant program administered by Westchester County.

By submitting a bid for this project, a contractor and all subcontractors agree to comply with these federal requirements:

- Davis Bacon Labor Reporting Requirements and Section 3 Requirements
(Pages 10-19)

Bidders must sign pages 5, 6, 7, 8, and 9 in order for their bids to be considered valid.

For more information regarding these materials, telephone:

John Estrow
Payroll Coordinator
Westchester County
Planning Department
(914) 995-2407

Section 3 Compliance

Certification by Bidder

NOTE:

The attached certification and Section 3 Plan must be signed by all bidders. This certificate indicates that the bidder will make every effort to follow the federal Section 3 requirements.

A fact sheet describing Section 3 is also attached.

An additional goal package is included here and is to be filled out on a quarterly basis.

SECTION 3: PROVIDING ECONOMIC OPPORTUNITIES THROUGH HUD PROGRAMS

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, direct employment opportunities to low and very low income persons, including seasonal and temporary employment opportunities. The standards provided under this regulation are based on income-level and location. Section 3 regulations are designed to encourage recipients of HUD funding to direct employment training and contracting opportunities to low-income individuals, and the businesses that employ these persons within the community regardless of race and/or gender. These regulations are applicable to recipients, sub recipients, contractors and subcontractors who are receiving HUD funds to implement and construct the project.

What is a Section 3 project?

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$300,000. The threshold is \$150,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs.

The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management and financing.

What Does Section 3 Require?

The benchmark for Section 3 workers is set at 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers is set at 5 percent or more of the total number of labor hours worked by all workers on a Section 3 project. This means that the 5 percent is included as part of the 25 percent threshold.

Recipients, sub recipients, contractors and subcontractors must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers; copies of solicitation for bids or proposals; and copies of affirmative action plans.

What is a Section 3 Worker?

A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented: 1) The worker's income for the previous or annualized calendar year is below the income limit established by HUD (see below); 2) The worker is employed by a Section 3 business concern (see below); or 3) The worker is a YouthBuild participant (see below).

What is a Targeted Section Worker?

A Section 3 targeted worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who: 1) is employed by a Section 3 business concern; or 2) currently fits or when hired fit at least one of the following categories, as documented within the past five years: a) living within the service area or the neighborhood of the project, which is a one mile radius from the Section 3 project or, b) A YouthBuild participant.

What is a Section 3 Business Concern?

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period: 1) At least 51 percent owned and controlled by low- or very low-income persons; 2) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers, 3) A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. Section 3 business concerns can be found at the following link: <https://hudapps.hud.gov/OpportunityPortal>.

What is YouthBuild?

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school. YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods. The Division of Youth Services within the Employment and Training Administration's Office of Workforce Investment at the U.S. Department of Labor administers the YouthBuild program. More information can be found here: <https://www.dol.gov/agencies/eta/youth/youthbuild>.

How are low-income and very low-income determined?

Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income, respectively. HUD income limits may be obtained from: <https://www.huduser.gov/portal/datasets/il.html>. Note the appropriate income limits are those for the residential location of the individual employee rather than the location of the project.

Section 3 Bidders Certification

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). Effective as of November 30, 2020, HUD has updated the Act with the publication of the Rule “Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low- Income Persons and Eligible Businesses.

B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations, including the requirements below;

- a) Employment and training.
 - 1) To the greatest extent feasible, and consistent with existing Federal, state and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
 - 2) Where feasible, priority for opportunities and training described in paragraph a) 1) of this section should be given to:
 - i. Section 3 workers residing within the service area or the neighborhood of the project, and
 - ii. Participants in YouthBuild programs.
- b) Contracting.
 - 1) To the greatest extent feasible, and consistent with existing Federal, state and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
 - 2) Where feasible, priority for contracting opportunities described in paragraph b) 1) of this section should be given to:
 - i. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area of neighborhood of the project, and
 - ii. YouthBuild programs.
- c) If the contract also includes public assistance funds (ie, a Public Housing Authority project), then residents of the public housing authority will also be included in the above mentioned opportunities for training and employment.

C. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

COMPANY NAME:

ADDRESS:

OFFICIAL SIGNATURE:

TITLE

If you are Subcontracting Work, List the Bidders you will Notify with Invitations:

	Name	Approx. Dollar Amount of Contract
1.		
2.		
3.		
4.		
5.		

Do you have any employees who will work on this project that are employed by a Section 3 business concern, are a resident of a Public Housing Authority or participate in a YouthBuild Program?

Yes ☐ No ☐

Do you have any employees who will work on this project that make less than \$95,200* per calendar year, annualized? (\$45.67/hr)

Yes ☐ No ☐

Do you have any employees who will work on this project that make less than \$59,400* per calendar year, annualized? (\$28.56/hr)

Yes ☐ No ☐

Form Prepared by: _____
Name Position

Date: _____

*Note: Income limits for the period from June 2026 to June 2027.

REQUIRED DISCLOSURE OF RELATIONSHIPS TO AUTHORITY/COMPANY, COUNTY, ETC.

(Prior to execution of a contract by the AUTHORITY/COMPANY, COUNTY, a potential contractor must complete, sign and return this form to the AUTHORITY/COMPANY, COUNTY)

Contract Name and/or ID No.:

(To be filled in by AUTHORITY/COMPANY)

Name of Contractor:

(To be filled in by Contractor)

A.) Related Employees:

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

Yes _____ No _____

If yes, please provide details: _____

B.) Related Owners:

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

Yes _____ No _____

If yes, please provide details: _____

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

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

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

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

Yes _____ No _____

If yes, please provide
details: _____

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

Name:

Title:

Date:

WAGE RATE CERTIFICATION

The project assisted under this agreement is subject to the requirements of the Davis-Bacon Act (the Act), 40 USC 276a. The Act requires that all construction employees of both contractors and subcontractors working on a federally-funded or assisted construction project be paid the current prevailing Davis-Bacon wages (wages).

The wages are those included in the bid package. By submitting a bid and by signing this form, a bidding contractor agrees to pay his/her construction employees the current prevailing Davis-Bacon wages as included in the bid package and to assure that any sub-contractors used on the project also pay their construction employees the wages included in the bid package.

Since this project is subject to the requirements of both Federal and State Labor Standards, the Contractor is required to pay the higher of the two rates for the job classification.

Company Name: _____

Federal ID #: _____

Address: _____

Signature of Authorized Representative: _____

Printed Name/Title of Authorized
Representative: _____

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Buy America Preference in Federal Financial Assistance Programs for Infrastructure

The Build America, Buy America Act (BABA) was signed into law by President Biden on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) as Sections 70901- 52 of Pub. L. No. 117-58 (the 'Act'). In general, the BAP requires that all iron, steel, manufactured products, and construction materials used in public infrastructure projects funded with Federal financial assistance (FFA), as outlined in Section 70914(a) of BABA, must be produced in the United States. The intent of the BAP is to stimulate private-sector investments in domestic manufacturing, bolster critical supply chains, and support the creation of well-paying jobs for people in the United States. The preference is also intended to bolster American firms' ability to compete and lead globally for years to come by requiring entities that receive Federal infrastructure funds to use American materials and products. To answer questions a HUD Exchange page was established (hudexchange.info/programs/baba/) as a central resource for additional information.

The Act affirms, consistent with Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers ("the Executive Order"), this Administration's priority to "use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States."

HUD must ensure that all applicable programs comply with section 70914 of the Act, including by the incorporation of a Buy America preference in the terms and conditions of each award with an infrastructure project.⁹ The Act requires the following Covered Materials have a Buy America preference for all public infrastructure:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Iron and Steel products mean articles, materials or supplies that consist wholly or predominantly of iron or steel or a combination of both, and that the iron and steel content exceeds 50% of the total cost of all its components.
2. Construction Materials (non-ferrous metals; glass, fiber optic cable, optical fiber, lumber, engineered wood, drywall and plastic-and polymer based composite products (PVC, composite building materials). This means that all manufacturing processes for the construction material occurred in the United States. Note that cement, aggregates, and aggregate binding agents (such as asphalt) are not subject to this Act.
3. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

Buy America Preference Applicability Checklist

This checklist is used to assist with determining if the Buy America Preference applies to a public infrastructure project. The contractor shall fill this out to the best of their ability with specifics for the project they are bidding. Materials are defined on the proceeding page.

☐	Which materials will be used in this project: ☐ Iron and steel ☐ Construction materials ☐ Manufactured products ☐ None of the above mentioned materials are used in this project	
☐	The total cost of the project from all sources (Federal and non-Federal) is \$250,000 or less. If checked, the Small Grants Waiver applies, and the project is exempt from the BAP. Documentation must be provided for this to apply and it must be approved by HUD prior to implementation.	
☐	Calculate the De Minimis limit for the project: The total cost of all Covered Materials includes all iron and steel, construction materials, and manufactured products used in the project. If the amount of the Covered Materials does not exceed 5% of all covered materials and is less than \$1,000,000, then a general waiver is granted for the Covered Materials. Attach a list of Covered Materials and their associated costs to which the De Minimis limit has been applied.	
	Enter the total cost of all Covered Materials:	
	Multiply that amount by 0.05 (5%):	
	Enter the lower of the number calculated in the row above or \$1,000,000:	
	(Note project specific waivers can be sought through a procedure requiring approval by HUD; however, this process has specific justifications required including marketing research and a public hearing period. See BABA Waiver Submission Site (https://babawaiver.hud.gov/s/)).	

Completed by

Date Completed

"General Decision Number: NY20260017 05/18/2026

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: New York Counties of
Westchester

Building Construction Projects

Heavy Construction Projects

Highway Construction Projects

Modification Number	Publication Date
1	01/30/2026
2	05/18/2026

ASBE0091-003 06/02/2025

Rates

Fringes

INSULATOR/ASBESTOS WORKER (INCLUDES APPLICATION OF
ALL INSULATING MATERIALS, PROTECTIVE COVERINGS,
COATINGS, AND FINISHES TO ALL TYPES OF MECHANICAL
SYSTEMS).....\$ 46.62
HAZARDOUS MATERIAL HANDLER (DUTIES LIMITED TO
PREPARATION, WETTING, STRIPPING, REMOVAL, SCRAPING,
VACUUMING, BAGGING AND DISPOSING OF ALL INSULATION
MATERIALS WHETHER THEY CONTAIN ASBESTOS OR NOT FROM
MECHANICAL SYSTEMS).....\$ 46.62

49.30

49.30

BOIL0005-001 01/01/2025

Rates

Fringes

BOILERMAKER FOOTNOTE: A. PAID HOLIDAYS: NEW
YEAR'S DAY, THANKSGIVING DAY, MEMORIAL DAY,
INDEPENDENCE DAY, LABOR DAY AND GOOD FRIDAY, FRIDAY
AFTER THANKSGIVING, CHRISTMAS EVE DAY AND NEW
YEAR'S EVE.....\$ 68.88

49.83

BRNY0001-003 06/01/2018

Rates

Fringes

POINTER, CLEANER AND CAULKER.....\$ 41.96

33.38

BRNY0004-001 07/01/2024

Rates

Fringes

MARBLE MASON.....\$ 63.92

40.20

BRNY0005-006 06/01/2023

Rates

Fringes

BRICKLAYERS, STONE MASONS, CEMENT MASONS,
PLASTERERS, POINTERS, CAULKERS AND CLEANER (HEAVY &
HIGHWAY CONSTRUCTION).....\$ 46.39

37.45

BRNY0005-007 06/01/2024

Rates

Fringes

BRICKLAYER, CEMENT MASON, PLASTERER & STONEMASON
(BUILDING/RESIDENTIAL CONSTRUCTION).....

\$ 47.44

38.00

BRNY0007-001 12/02/2024

Rates

Fringes

TERRAZZO WORKER/SETTER.....\$ 64.62

37.63

TERRAZZO FINISHER.....\$ 49.59

34.25

BRNY0007-002 12/02/2024

Rates

Fringes

TILE FINISHER.....\$ 49.59

34.25

BRNY0020-001 07/01/2024

Rates

Fringes

MARBLE FINISHER.....\$ 49.99

37.54

BRNY0024-001 06/03/2024

Rates

Fringes

BRICKLAYER (MARBLE POLISHERS).....\$ 52.32

36.25

BRNY0052-001 06/03/2024

Rates

Fringes

TILE LAYER.....\$ 64.40

37.13

CARP0279-001 07/01/2025

Rates

Fringes

CARPENTERS: (RESIDENTIAL).....\$ 32.60

20.69

CARPENTERS: (HEAVY & HIGHWAY).....\$ 50.12

31.73

CARPENTERS (BUILDING).....\$ 50.12

31.73

CARP0740-001 07/01/2025

Rates

Fringes

MILLWRIGHT.....\$ 60.83

58.03

CARP1556-007 07/01/2024

Rates

Fringes

DIVER TENDER.....\$ 55.00

55.84

DIVER.....\$ 75.46

55.84

CARP1556-009 07/01/2024

Rates

Fringes

DOCK BUILDER & PILEDRIVERMEN.....\$ 60.59

55.84

CARP1556-011 07/01/2024

Rates

Fringes

CARPENTERS: (TIMBERMEN).....\$ 55.59

55.41

CARP2287-001 07/01/2025

Rates

Fringes

CARPENTERS: (SOFT FLOOR LAYERS).....\$ 59.05

48.08

ELEC0003-003 04/17/2025

Rates

Fringes

ELECTRICIAN (TELEDATA TECHNICIAN) A. \$2.00 PER
 HOUR NOT TO EXCEED \$14.00 PER DAY.....\$ 58.75

60.50

ELEC1249-001 05/05/2025

Rates

Fringes

ELECTRICIAN, LIGHTING AND TRAFFIC SIGNAL WORK
 INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY
 FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING
 SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS:
 MECHANIC FOOTNOTE: A. PAID HOLIDAYS: NEW
 YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR
 DAY, THANKSGIVING DAY, CHRISTMAS DAY, PRESIDENT'S
 DAY, GOOD FRIDAY, DECORATION DAY, ELECTION DAY FOR
 THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY
 FOR THE GOVERNOR OF THE STATE OF NEW YORK PROVIDED
 THE EMPLOYEE WORKS TWO DAYS BEFORE AND TWO DAYS
 AFTER THE HOLIDAY.....\$ 46.79

30.98

ELECTRICIAN, LIGHTING AND TRAFFIC SIGNAL WORK
 INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY
 FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING
 SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS:
 LINEMAN & TECHNICIAN FOOTNOTE: A. PAID
 HOLIDAYS: NEW YEARS DAY, MEMORIAL DAY,
 INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY,
 CHRISTMAS DAY, PRESIDENT'S DAY, GOOD FRIDAY,
 DECORATION DAY, ELECTION DAY FOR THE PRESIDENT OF
 THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR
 OF THE STATE OF NEW YORK PROVIDED THE EMPLOYEE
 WORKS TWO DAYS BEFORE AND TWO DAYS AFTER THE
 HOLIDAY.....\$ 58.49

35.99

ELECTRICIAN, LIGHTING AND TRAFFIC SIGNAL WORK
 INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY
 FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING
 SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS:
 GROUND TRUCK DRIVER FOOTNOTE: A. PAID
 HOLIDAYS: NEW YEARS DAY, MEMORIAL DAY,
 INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY,
 CHRISTMAS DAY, PRESIDENT'S DAY, GOOD FRIDAY,
 DECORATION DAY, ELECTION DAY FOR THE PRESIDENT OF
 THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR
 OF THE STATE OF NEW YORK PROVIDED THE EMPLOYEE
 WORKS TWO DAYS BEFORE AND TWO DAYS AFTER THE
 HOLIDAY.....\$ 46.79

30.98

ELECTRICIAN, LIGHTING AND TRAFFIC SIGNAL WORK
 INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY
 FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING
 SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS:
 GROUND DIGGING MACHINE OPERATOR FOOTNOTE: A.
 PAID HOLIDAYS: NEW YEARS DAY, MEMORIAL DAY,
 INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY,
 CHRISTMAS DAY, PRESIDENT'S DAY, GOOD FRIDAY,
 DECORATION DAY, ELECTION DAY FOR THE PRESIDENT OF
 THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR
 OF THE STATE OF NEW YORK PROVIDED THE EMPLOYEE
 WORKS TWO DAYS BEFORE AND TWO DAYS AFTER THE
 HOLIDAY.....\$ 52.64

31.58

ELECTRICIAN, LIGHTING AND TRAFFIC SIGNAL WORK
 INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY
 FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING
 SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS:

FLAGMAN FOOTNOTE: A. PAID HOLIDAYS: NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF THE STATE OF NEW YORK PROVIDED THE EMPLOYEE WORKS TWO DAYS BEFORE AND TWO DAYS AFTER THE HOLIDAY.....\$ 35.09 30.11

ELECTRICIAN (LIGHTING AND TRAFFIC SIGNAL WORK INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS) GROUND TRUCK DRIVER (TRACTOR, TRAILER UNIT) FOOTNOTE: A. PAID HOLIDAYS: NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF THE STATE OF NEW YORK PROVIDED THE EMPLOYEE WORKS TWO DAYS BEFORE AND TWO DAYS AFTER THE HOLIDAY.....\$ 46.79 30.98

ELEC1249-006 05/05/2025

Rates

Fringes

ELECTRICIAN, LINE CONSTRUCTION: (SUBSTATION AND SWITCHING STRUCTURES PIPE TYPE CABLE, UNDERGROUND FULID AND GAS FILLED TRANSMISSION CONDUIT AND CABLE INSTALLATION, FIBER OPTIC GROUND WIRE, FIBER OPTIC SHIELD WIRE OR ANY OTHER LIKE PRODUCT HAVING GROUND PROTECTION OR FIBER OPTIC CAPABILITIES, MAINTENANCE JOBS OR PROJECTS; RAIL- ROAD CATENARY INSTALLATION AND MAINTENANCE BONDING OF RAILS; OVERHEAD & UNDERGROUND DISTRIBUTION WORK & MAINTENANCE; OVERHEAD AND UNDER- GROUND TRANSMISSION LINE WORK): MECHANIC PAID HOLIDAYS: A. NEW YEAR'S DAY, PRESIDENT'S DAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, AND ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF NEW YORK STATE, PROVIDED THE EMPLOYEE WORKS TWO DAYS BEFORE OR TWO DAYS AFTER THE HOLIDAY.....\$ 46.79 30.98

ELECTRICIAN, LINE CONSTRUCTION: (SUBSTATION AND SWITCHING STRUCTURES PIPE TYPE CABLE, UNDERGROUND FULID AND GAS FILLED TRANSMISSION CONDUIT AND CABLE INSTALLATION, FIBER OPTIC GROUND WIRE, FIBER OPTIC SHIELD WIRE OR ANY OTHER LIKE PRODUCT HAVING GROUND PROTECTION OR FIBER OPTIC CAPABILITIES, MAINTENANCE JOBS OR PROJECTS; RAIL- ROAD CATENARY INSTALLATION AND MAINTENANCE BONDING OF RAILS; OVERHEAD & UNDERGROUND DISTRIBUTION WORK & MAINTENANCE; OVERHEAD AND UNDER- GROUND TRANSMISSION LINE WORK): GROUNDMAN TRUCK DRIVER; PAID HOLIDAYS: A. NEW YEAR'S DAY, PRESIDENT'S DAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, AND ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF NEW YORK STATE, PROVIDED THE EMPLOYEE WORKS TWO DAYS BEFORE OR TWO DAYS AFTER THE HOLIDAY.....\$ 46.79 30.98

ELECTRICIAN, LINE CONSTRUCTION: (SUBSTATION AND SWITCHING STRUCTURES PIPE TYPE CABLE, UNDERGROUND FULID AND GAS FILLED TRANSMISSION CONDUIT AND CABLE INSTALLATION, FIBER OPTIC GROUND WIRE, FIBER OPTIC

SHIELD WIRE OR ANY OTHER LIKE PRODUCT HAVING GROUND PROTECTION OR FIBER OPTIC CAPABILITIES, MAINTENANCE JOBS OR PROJECTS; RAIL- ROAD CATENARY INSTALLATION AND MAINTENANCE BONDING OF RAILS; OVERHEAD & UNDERGROUND DISTRIBUTION WORK & MAINTENANCE; OVERHEAD AND UNDER- GROUND TRANSMISSION LINE WORK):
 GROUNDMAN TRUCK DRIVER (TRACTOR TRAILER UNIT)
 PAID HOLIDAYS: A. NEW YEAR'S DAY, PRESIDENT'S DAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, AND ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF NEW YORK STATE, PROVIDED THE EMPLOYEE WORKS TWO DAYS BEFORE OR TWO DAYS AFTER THE HOLIDAY.....\$ 49.72 31.18

ELECTRICIAN, LINE CONSTRUCTION: (SUBSTATION AND SWITCHING STRUCTURES PIPE TYPE CABLE, UNDERGROUND FILL AND GAS FILLED TRANSMISSION CONDUIT AND CABLE INSTALLATION, FIBER OPTIC GROUND WIRE, FIBER OPTIC SHIELD WIRE OR ANY OTHER LIKE PRODUCT HAVING GROUND PROTECTION OR FIBER OPTIC CAPABILITIES, MAINTENANCE JOBS OR PROJECTS; RAIL- ROAD CATENARY INSTALLATION AND MAINTENANCE BONDING OF RAILS; OVERHEAD & UNDERGROUND DISTRIBUTION WORK & MAINTENANCE; OVERHEAD AND UNDER- GROUND TRANSMISSION LINE WORK):
 GROUNDMAN DIGGING MACHINE OPERATOR PAID HOLIDAYS:
 A. NEW YEAR'S DAY, PRESIDENT'S DAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, AND ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF NEW YORK STATE, PROVIDED THE EMPLOYEE WORKS TWO DAYS BEFORE OR TWO DAYS AFTER THE HOLIDAY.....\$ 52.64 31.58

ELECTRICIAN, LINE CONSTRUCTION: (SUBSTATION AND SWITCHING STRUCTURES PIPE TYPE CABLE, UNDERGROUND FILL AND GAS FILLED TRANSMISSION CONDUIT AND CABLE INSTALLATION, FIBER OPTIC GROUND WIRE, FIBER OPTIC SHIELD WIRE OR ANY OTHER LIKE PRODUCT HAVING GROUND PROTECTION OR FIBER OPTIC CAPABILITIES, MAINTENANCE JOBS OR PROJECTS; RAIL- ROAD CATENARY INSTALLATION AND MAINTENANCE BONDING OF RAILS; OVERHEAD & UNDERGROUND DISTRIBUTION WORK & MAINTENANCE; OVERHEAD AND UNDER- GROUND TRANSMISSION LINE WORK):
 FLAGMAN PAID HOLIDAYS: A. NEW YEAR'S DAY, PRESIDENT'S DAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, AND ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF NEW YORK STATE, PROVIDED THE EMPLOYEE WORKS TWO DAYS BEFORE OR TWO DAYS AFTER THE HOLIDAY.....\$ 35.09 30.11

ELECTRICIAN, LINE CONSTRUCTION: (SUBSTATION AND SWITCHING STRUCTURES PIPE TYPE CABLE, UNDERGROUND FILL AND GAS FILLED TRANSMISSION CONDUIT AND CABLE INSTALLATION, FIBER OPTIC GROUND WIRE, FIBER OPTIC SHIELD WIRE OR ANY OTHER LIKE PRODUCT HAVING GROUND PROTECTION OR FIBER OPTIC CAPABILITIES, MAINTENANCE JOBS OR PROJECTS; RAIL- ROAD CATENARY INSTALLATION AND MAINTENANCE BONDING OF RAILS; OVERHEAD & UNDERGROUND DISTRIBUTION WORK & MAINTENANCE; OVERHEAD AND UNDER- GROUND TRANSMISSION LINE WORK)
 : LINEMAN & TECHNICIAN PAID HOLIDAYS: A. NEW YEAR'S DAY, PRESIDENT'S DAY, MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, AND ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR

THE GOVERNOR OF NEW YORK STATE, PROVIDED THE
EMPLOYEE WORKS TWO DAYS BEFORE OR TWO DAYS AFTER
THE HOLIDAY.....\$ 58.49

35.99

ELEC1249-009 01/01/2025

Rates

Fringes

ELECTRICIAN (LINE CONSTRUCTION) TELEPHONE, CATV
FIBEROPTICS CABLE AND EQUIPMENT (INSTALLER
REPAIRMAN-TELEDATA LINEMAN/TECHNICIAN-EQUIPMENT
OPERATOR).....\$ 38.73
ELECTRICIAN (LINE CONSTRUCTION) TELEPHONE, CATV
FIBEROPTICS CABLE AND EQUIPMENT (GROUNDMAN).....\$ 20.53
ELECTRICIAN (LINE CONSTRUCTION) TELEPHONE, CATV
FIBEROPTICS CABLE AND EQUIPMENT (CABLE SPLICER).....\$ 40.81

6.93

6.39

6.99

ELEV0001-002 03/17/2022

Rates

Fringes

ELEVATOR MECHANIC (MODERNIZATION AND REPAIR)
FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY,
GOOD FRIDAY, PRESIDENT'S DAY, MEMORIAL DAY,
INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY,
VETERAN'S DAY, THANKSGIVING DAY, FRIDAY AFTER
THANKSGIVING, AND CHRISTMAS DAY. B. PAID VACATION:
AN EMPLOYEE WHO HAS WORKED LESS THAN 5 YEARS SHALL
RECEIVE VACATION PAY CREDIT ON THE BASIS OF 4% OF
HIS HOURLY RATE FOR ALL HOURS WORKED; AN EMPLOYEE
WHO HAS WORKED 5 TO 15 YEARS SHALL RECEIVE VACATION
PAY CREDIT ON THE BASIS OF 6% OF HIS HOURLY RATE
FOR ALL HOURS WORKED; AN EMPLOYEE WHO HAS WORKED 15
OR MORE YEARS SHALL RECEIVE VACATION PAY CREDIT ON
THE BASIS OF 8% OF HIS HOURLY RATE FOR ALL HOURS
WORKED.....\$ 59.09

45.56

ELEVATOR MECHANIC (ELEVATOR CONSTRUCTOR)
FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY,
GOOD FRIDAY, PRESIDENT'S DAY, MEMORIAL DAY,
INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY,
VETERAN'S DAY, THANKSGIVING DAY, FRIDAY AFTER
THANKSGIVING, AND CHRISTMAS DAY. B. PAID VACATION:
AN EMPLOYEE WHO HAS WORKED LESS THAN 5 YEARS SHALL
RECEIVE VACATION PAY CREDIT ON THE BASIS OF 4% OF
HIS HOURLY RATE FOR ALL HOURS WORKED; AN EMPLOYEE
WHO HAS WORKED 5 TO 15 YEARS SHALL RECEIVE VACATION
PAY CREDIT ON THE BASIS OF 6% OF HIS HOURLY RATE
FOR ALL HOURS WORKED; AN EMPLOYEE WHO HAS WORKED 15
OR MORE YEARS SHALL RECEIVE VACATION PAY CREDIT ON
THE BASIS OF 8% OF HIS HOURLY RATE FOR ALL HOURS
WORKED.....\$ 75.14

47.45

ELEV0138-003 01/01/2026

Rates

Fringes

ELEVATOR MECHANIC (WESTCHESTER COUNTY (TOWNS OF
BEDFORD, CORTLAND, LEWISBORO, MT. KISCO, NORTH
SALEM, POUND RIDGE, SOMERS, AND YORKTOWN))
FOOTNOTE: A.VACATION: 6%/UNDER 5 YEARS BASED ON
REGULAR HOURLY RATE FOR ALL HOURS WORKED. 8%/OVER
5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS
WORKED. B. PAID HOLIDAYS: NEW YEAR'S DAY;
MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY;
VETERANS' DAY; THANKSGIVING DAY; THE FRIDAY AFTER
THANKSGIVING DAY; AND CHRISTMAS DAY.....\$ 76.12

38.98

ENGI0137-005 03/04/2024

Rates

Fringes

POWER EQUIPMENT OPERATORS: GROUP 6 (BUILDING &
RESIDENTIAL CONSTRUCTION) WAREHOUSE MAN NOTES:

HAZMAT: 20% ABOVE REGULAR RATE

PUMPING OPERATION PREMIUM .50

CRANE OPERATORS (100-149 FT)

2.00 CRANE OPERATORS

(149 FT +) 3.00

LOADER OPERATORS (OVER 5 CU Y) .50

SHOVEL OPERATORS (OVER 4 CU YD) 1.00

FOOTNOTE: A. NEW YEARS DAY, MEMORIAL DAY,

INDEPENDENCE DAY, LABOR DAY THANKSGIVING DAY,

CHRISTMAS DAY, PLUS LINCOLN'S BIRTHDAY,

WASHINGTON'S BIRTHDAY, GOOD FRIDAY, COLUMBUS DAY,

NOVEMBER ELECTION DAY, VETERAN'S DAY.....\$ 49.26

31.32

POWER EQUIPMENT OPERATORS: GROUP 5-B (BUILDING &

RESIDENTIAL CONSTRUCTION) UTILITY MAN NOTES:

HAZMAT: 20% ABOVE REGULAR RATE

PUMPING OPERATION PREMIUM .50

CRANE OPERATORS (100-149 FT)

2.00 CRANE OPERATORS

(149 FT +) 3.00

LOADER OPERATORS (OVER 5 CU Y) .50

SHOVEL OPERATORS (OVER 4 CU YD) 1.00

FOOTNOTE: A. NEW YEARS DAY, MEMORIAL DAY,

INDEPENDENCE DAY, LABOR DAY THANKSGIVING DAY,

CHRISTMAS DAY, PLUS LINCOLN'S BIRTHDAY,

WASHINGTON'S BIRTHDAY, GOOD FRIDAY, COLUMBUS DAY,

NOVEMBER ELECTION DAY, VETERAN'S DAY.....\$ 47.00

31.32

POWER EQUIPMENT OPERATORS: GROUP 5-A (BUILDING &

RESIDENTIAL CONSTRUCTION) MASTER MECHANIC NOTES:

HAZMAT: 20% ABOVE REGULAR RATE

PUMPING OPERATION PREMIUM .50

CRANE OPERATORS (100-149 FT)

2.00 CRANE OPERATORS

(149 FT +) 3.00

LOADER OPERATORS (OVER 5 CU Y) .50

SHOVEL OPERATORS (OVER 4 CU YD) 1.00

FOOTNOTE: A. NEW YEARS DAY, MEMORIAL DAY,

INDEPENDENCE DAY, LABOR DAY THANKSGIVING DAY,

CHRISTMAS DAY, PLUS LINCOLN'S BIRTHDAY,

WASHINGTON'S BIRTHDAY, GOOD FRIDAY, COLUMBUS DAY,

NOVEMBER ELECTION DAY, VETERAN'S DAY.....\$ 61.95

31.32

POWER EQUIPMENT OPERATORS: GROUP 5 (BUILDING &

RESIDENTIAL CONSTRUCTION) MOTORIZED ROLLER (WALK

BEHIND) NOTES: HAZMAT: 20% ABOVE REGULAR RATE

PUMPING OPERATION PREMIUM

.50 CRANE

OPERATORS (100-149 FT) 2.00

CRANE OPERATORS (149 FT +) 3.00

LOADER OPERATORS (OVER 5

CU Y) .50 SHOVEL

OPERATORS (OVER 4 CU YD) 1.00 FOOTNOTE: A.

NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY,

LABOR DAY THANKSGIVING DAY, CHRISTMAS DAY, PLUS

LINCOLN'S BIRTHDAY, WASHINGTON'S BIRTHDAY, GOOD

FRIDAY, COLUMBUS DAY, NOVEMBER ELECTION DAY,

VETERAN'S DAY.....\$ 49.53

31.32

POWER EQUIPMENT OPERATORS: GROUP 4-B (BUILDING &

RESIDENTIAL CONSTRUCTION) COMPRESSOR TO 125 FEET;

DUST; DUST COLLECTOR; HEATER ALL TYPES; PUMP; PUMP

STATION (WATER AND SEWER); STEAM JENNY; SWEEPER;

CHIPPER; MULCHER. NOTES: HAZMAT: 20% ABOVE

REGULAR RATE PUMPING OPERATION

PREMIUM .50
 CRANE OPERATORS (100-149 FT) 2.00
 CRANE OPERATORS (149 FT +) 3.00
 LOADER OPERATORS
 (OVER 5 CU Y) .50
 SHOVEL OPERATORS (OVER 4 CU YD) 1.00 FOOTNOTE:
 A. NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE
 DAY, LABOR DAY THANKSGIVING DAY, CHRISTMAS DAY,
 PLUS LINCOLN'S BIRTHDAY, WASHINGTON'S BIRTHDAY,
 GOOD FRIDAY, COLUMBUS DAY, NOVEMBER ELECTION DAY,
 VETERAN'S DAY.....\$ 45.94 31.32
 POWER EQUIPMENT OPERATORS: GROUP 4-A (BUILDING &
 RESIDENTIAL CONSTRUCTION) AIR TRACTOR DRILL; BATCH
 PLANT; BENDING MACHINE; CONCRETE BREAKER; CONCRETE
 SPREADER; CURB CUTTER MACHINE; FARM TRACTOR (ALL
 TYPES); FINISHING MACHINE-CONCRETE; HEPAVAC CLEAN
 AIR MACHINE (ALL SIMILAR TYPES: REMOVAL OF ASBESTOS
 ETC.); MATERIAL HOPPER-SAND-STONE-CEMENT;
 MIXER-CONCRETE-UNDER 21E; MULCHING GRASS SPREADER;
 PUMP-GYPSUM, ETC., PUMP-PLASTER-GROUT
 -FIREPROOFING; SHOP MECHANIC (NOT EMPLOYED ON JOB
 SITE); ROLLER UNDER 4 TON; SPREADING AND FINE
 GRADING MACHINE; STEEL CUTTING MACHINE; SYPHON
 PUMP-AIR-STEAM; TAR JOINT MACHINE; TURBO JET BURNER
 OR SIMILAR EQUIPMENT; VIBRATOR (1 TO 5); FINE
 GRADING MACHINE; ROOF HOIST (TUGGER HOIST);
 TELEVISION CAMERAS-WATER- SEWER-GAS-ETC. NOTES:
 HAZMAT: 20% ABOVE REGULAR RATE
 PUMPING OPERATION PREMIUM .50
 CRANE OPERATORS (100-149 FT)
 2.00 CRANE OPERATORS
 (149 FT +) 3.00
 LOADER OPERATORS (OVER 5 CU Y) .50
 SHOVEL OPERATORS (OVER 4 CU YD) 1.00
 FOOTNOTE: A. NEW YEARS DAY, MEMORIAL DAY,
 INDEPENDENCE DAY, LABOR DAY THANKSGIVING DAY,
 CHRISTMAS DAY, PLUS LINCOLN'S BIRTHDAY,
 WASHINGTON'S BIRTHDAY, GOOD FRIDAY, COLUMBUS DAY,
 NOVEMBER ELECTION DAY, VETERAN'S DAY.....\$ 54.33 31.32
 POWER EQUIPMENT OPERATORS: GROUP 3-B (BUILDING &
 RESIDENTIAL CONSTRUCTION) COMPRESSOR OVER 125 CU.
 FEET; CONVEYOR BELT MACHINE REGARDLESS OF SIZE;
 LIGHTING UNIT (PORTABLE & GENERATOR); WELDING
 MACHINE (STEEL ERECTION AND EXCAVATION); AND
 COMPRESSOR PLANT; STUD MACHINE; LADDER HOIST.
 NOTES: HAZMAT: 20% ABOVE REGULAR RATE
 PUMPING OPERATION PREMIUM .50
 CRANE OPERATORS
 (100-149 FT) 2.00
 CRANE OPERATORS (149 FT +) 3.00
 LOADER OPERATORS (OVER 5 CU Y) .50
 SHOVEL OPERATORS (OVER 4
 CU YD) 1.00 FOOTNOTE: A. NEW YEARS DAY,
 MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY
 THANKSGIVING DAY, CHRISTMAS DAY, PLUS LINCOLN'S
 BIRTHDAY, WASHINGTON'S BIRTHDAY, GOOD FRIDAY,
 COLUMBUS DAY, NOVEMBER ELECTION DAY, VETERAN'S DAY..\$ 52.25 31.32
 POWER EQUIPMENT OPERATORS: GROUP 3-A (BUILDING &
 RESIDENTIAL CONSTRUCTION) ASPHALT PLANT; BOILER
 (HIGH PRESSURE); CONCRETE MIXING PLANTS; CONCRETE
 PUMP; FIREMEN; FORKLIFT; FORKLIFT (ELECTRIC); JOY
 DRILL OR SIMILAR TRACTOR DRILLING MACHINE; LOADER -
 1 1/2 YARDS AND UNDER; LOCOMOTIVE (ALL SIZES);
 MIXER CONCRETE - 21E AND OVER; PORTABLE ASPHALT
 PLANT; PORTABLE BATCH PLANT; PORTABLE CRUSHER;

QUARRY MASTER; STONE CRUSHER; WELL DRILLING MACHINE
AND WELL POINT SYSTEM; CHERRY PICKER UNDER 10 TONS;
HYDRAULIC CRANE UNDER 10 TONS; CONCRETE BUFFY; ONE
YARD AN UP RIDE ON DUMPER (BENFORD OR SIMILAR).

NOTES: HAZMAT: 20% ABOVE REGULAR RATE
PUMPING OPERATION PREMIUM .50
CRANE OPERATORS

(100-149 FT) 2.00

CRANE OPERATORS (149 FT +) 3.00

LOADER OPERATORS (OVER 5 CU Y) .50

SHOVEL OPERATORS (OVER 4

CU YD)1.00 FOOTNOTE: A. NEW YEARS DAY,

MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY

THANKSGIVING DAY, CHRISTMAS DAY, PLUS LINCOLN'S

BIRTHDAY, WASHINGTON'S BIRTHDAY, GOOD FRIDAY,

COLUMBUS DAY, NOVEMBER ELECTION DAY, VETERAN'S DAY..\$ 54.88

31.32

POWER EQUIPMENT OPERATORS: GROUP 2-A (BUILDING &
RESIDENTIAL CONSTRUCTION) COMPACTOR SELF-PROPELLED;

GRADER; BULLDOZE D7 AND SIMILAR TRACTORS WITH A

DRAW BAR HORSEPOWER OF 100 OR OVER; BULLDOZER D6

AND UNDER; WELDER; SCRAPER 20 YDS STRUCK AND UNDER;

MACHINE PULLING SHEEP'S FOOT ROLLER; VIBRATORY

ROLLERS. NOTES: HAZMAT: 20% ABOVE REGULAR

RATE PUMPING OPERATION PREMIUM

.50 CRANE

OPERATORS (100-149 FT) 2.00

CRANE OPERATORS (149 FT +) 3.00

LOADER OPERATORS (OVER 5

CU Y) .50 SHOVEL

OPERATORS (OVER 4 CU YD)1.00 FOOTNOTE: A.

NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY,

LABOR DAY THANKSGIVING DAY, CHRISTMAS DAY, PLUS

LINCOLN'S BIRTHDAY, WASHINGTON'S BIRTHDAY, GOOD

FRIDAY, COLUMBUS DAY, NOVEMBER ELECTION DAY,

VETERAN'S DAY.....\$ 56.97

31.32

POWER EQUIPMENT OPERATORS: GROUP 1-B (BUILDING &
RESIDENTIAL CONSTRUCTION) COMPRESSOR (STEEL

ERECTION); PULSE METER AND PUSH BUTTON BUZZ BOX;

ELEVATOR; MECHANIC (OUTSIDE) ALL TYPES; WELDER;

SCRAPERS 20 YDS STRUCK AND UNDER; MACHINE PULLING

SHEEP'S FOOT ROLLER; VIBRATORY ROLLERS; ROLLER 4

TONS AND OVER. NOTES: HAZMAT: 20% ABOVE

REGULAR RATE PUMPING OPERATION

PREMIUM .50

CRANE OPERATORS (100-149 FT) 2.00

CRANE OPERATORS (149 FT +) 3.00

LOADER OPERATORS

(OVER 5 CU Y) .50

SHOVEL OPERATORS (OVER 4 CU YD)1.00 FOOTNOTE:

A. NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE

DAY, LABOR DAY THANKSGIVING DAY, CHRISTMAS DAY,

PLUS LINCOLN'S BIRTHDAY, WASHINGTON'S BIRTHDAY,

GOOD FRIDAY, COLUMBUS DAY, NOVEMBER ELECTION DAY,

VETERAN'S DAY.....\$ 54.41

31.32

POWER EQUIPMENT OPERATORS: GROUP 1-A (BUILDING &
RESIDENTIAL CONSTRUCTION) CARRIER- TRAILER HORSE;

CONCRETE-PORTABLE HOIST; CRANE & HOIST

ENGINEER-STEEL (CONCRETE, MATERIAL, SUPER STRUCTURE

SUB- STRUCTURE); DERRICK (STONE-STEEL); ELEVATOR &

CAGE; HOIST- SINGLE/DOUBLE OR TRIPLE DRUM;

HOIST-PORTABLE MOBILE UNIT; HOIST ENGINEER-CONCRETE

(CRANE-DERRICK-MINE HOIST); HOIST ENGINEER-

MATERIAL; OVERHEAD CRANE; POWER HOUSE PLANT;

TELEPHONES (CABLEWAY); WHIRLY; MAINTENANCE ENGINEER;

LULL HILIFT OR SIMILAR; HYDRAULIC CRANE 25 TON AND

OVER; CHERRY PICKER 25 TONS AND OVER; BACKHOE
 OLIVER 88; FORDSON; DYNAHOE; DUAL PURPOSE AND
 SIMILAR MACHINES; BARBER GREEN LOADER-EUCLID LOADER
 OR SIMILAR TYPE; CONWAY OR SIMILAR MUCKING MACKING
 MACHINES; DRAGLINE; GRADALL; SHOVEL; BACKHOE ETC.
 (CRAWLER OR TRUCK); FRONT END LOADERS; HYDRAULIC
 BOOM; JERSEY SPREADER; LIFT SLAB CONSOLE;
 LETOURNEQU OR TOUNAPULL (SCRAPERS OVER 20 YDS
 STRUCK); MUCKING MACHINES; PAVEMENT BREAKER (AIR
 RAM); PAVER (CONCRETE); ROAD BORING MACHINE; ROAD
 MIX MACHINES; ROSS CARRIER AND SIMILAR MACHINES;
 POST HOLE DIGGER; SHOVEL (TUNNELS); SIDE BOOM;
 SPREADER (ASPHALT); SCOOPMOBILE-TRACTOR-SHOVEL OVER
 1 1/2 YDS. TRENCHING MACHINES VERMEER CONCRETE SAW
 TRENCHER AND SIMILAR; TRACTOR TYPE DEMOLITION
 EQUIPMENT; WINCH TRUCK (A FRAME); HYDRAULIC CRANE
 OVER 10 TON UP TO 25 TON); CHERRY PICKER OVER 10
 TON UP TO 25 TON) NOTES: HAZMAT: 20% ABOVE
 REGULAR RATE PUMPING OPERATION
 PREMIUM .50
 CRANE OPERATORS (100-149 FT) 2.00
 CRANE OPERATORS (149 FT +) 3.00
 LOADER OPERATORS

(OVER 5 CU Y) .50

SHOVEL OPERATORS (OVER 4 CU YD) 1.00 FOOTNOTE:

A. NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE
 DAY, LABOR DAY THANKSGIVING DAY, CHRISTMAS DAY,
 PLUS LINCOLN'S BIRTHDAY, WASHINGTON'S BIRTHDAY,
 GOOD FRIDAY, COLUMBUS DAY, NOVEMBER ELECTION DAY,
 VETERAN'S DAY.....\$ 59.04

31.32

 ENGI0137-006 03/04/2024

Rates

Fringes

POWER EQUIPMENT OPERATORS: GROUP 5-A-5
 JERSEY-SPREADER, PAVEMENT BREAKER (AIR RAM); POST
 HOLE DIGGER (HEAVY & HIGHWAY) NOTES:
 LOADER OPERATOR (OVER 5 CU YDS) .50
 SHOVAL OPERATORS (OVER 4 CU YD) 1.00
 HAZMAT PREMIUM OVER REGULAR RATE 20% CRANES:
 100 FT- 149 FT: RECEIVE \$2.00 MORE THAN GROUP 1
 RATE 149 FT AND OVER RECEIVE \$3.00 MORE THAN
 GROUP 1 RATE FOOTNOTE: A. PAID HOLIDAYS: NEW
 YEAR'S DAY; LINCOLN'S BIRTHDAY; GOOD FRIDAY;
 MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERANS
 DAY; COLUMBUS DAY; NOVEMBER ELECTION DAY;
 THANKSGIVING DAY; AND CHRISTMAS DAY.....\$ 59.19

35.25

POWER EQUIPMENT OPERATORS: GROUP 5-A-4 HOIST
 ENGINEER- STEEL -SUB STRUCTURE (HEAVY & HIGHWAY)
 NOTES: LOADER OPERATOR (OVER 5 CU YDS)
 .50 SHOVAL OPERATORS (OVER 4 CU YD)
 1.00 HAZMAT PREMIUM OVER REGULAR RATE 20%
 CRANES: 100 FT- 149 FT: RECEIVE \$2.00 MORE THAN
 GROUP 1 RATE 149 FT AND OVER RECEIVE \$3.00 MORE
 THAN GROUP 1 RATE FOOTNOTE: A. PAID HOLIDAYS:
 NEW YEAR'S DAY; LINCOLN'S BIRTHDAY; GOOD FRIDAY;
 MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERANS
 DAY; COLUMBUS DAY; NOVEMBER ELECTION DAY;
 THANKSGIVING DAY; AND CHRISTMAS DAY.....\$ 70.41

35.25

POWER EQUIPMENT OPERATORS: GROUP 5-A-3 ENGINEER--
 PILE DRIVER (HEAVY & HIGHWAY) NOTES:
 LOADER OPERATOR (OVER 5 CU YDS) .50
 SHOVAL OPERATORS (OVER 4 CU YD) 1.00
 HAZMAT PREMIUM OVER REGULAR RATE 20% CRANES:
 100 FT- 149 FT: RECEIVE \$2.00 MORE THAN GROUP 1

RATE 149 FT AND OVER RECEIVE \$3.00 MORE THAN
GROUP 1 RATE FOOTNOTE: A. PAID HOLIDAYS: NEW
YEAR'S DAY; LINCOLN'S BIRTHDAY; GOOD FRIDAY;
MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERANS
DAY; COLUMBUS DAY; NOVEMBER ELECTION DAY;
THANKSGIVING DAY; AND CHRISTMAS DAY.....\$ 75.13 35.25
POWER EQUIPMENT OPERATORS: GROUP 5-A-2 ENGINEER -
ALL TOWER CRANES, ALL CLIMBING CRANES AND ALL
CRANES OF 100 TON CAPACITY OR GREATER (3900
MANITOWAC OR SIMILAR) IRRESPECTIVE OF MANUFACTURER
AND REGARDLESS OF HOW THE SAME IS RIGGED (EXCEPT
FOR PILE RIGS). (HEAVY & HIGHWAY) NOTES:
LOADER OPERATOR (OVER 5 CU YDS) .50
SHOVAL OPERATORS (OVER 4 CU YD) 1.00
HAZMAT PREMIUM OVER REGULAR RATE 20% CRANES:
100 FT- 149 FT: RECEIVE \$2.00 MORE THAN GROUP 1
RATE 149 FT AND OVER RECEIVE \$3.00 MORE THAN
GROUP 1 RATE FOOTNOTE: A. PAID HOLIDAYS: NEW
YEAR'S DAY; LINCOLN'S BIRTHDAY; GOOD FRIDAY;
MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERANS
DAY; COLUMBUS DAY; NOVEMBER ELECTION DAY;
THANKSGIVING DAY; AND CHRISTMAS DAY.....\$ 77.82 35.25
POWER EQUIPMENT OPERATORS: GROUP 5-A-1 MASTER
MECHANIC (HEAVY & HIGHWAY) NOTES: LOADER
OPERATOR (OVER 5 CU YDS) .50
SHOVAL OPERATORS (OVER 4 CU YD) 1.00
HAZMAT PREMIUM OVER REGULAR RATE 20% CRANES:
100 FT- 149 FT: RECEIVE \$2.00 MORE THAN GROUP 1
RATE 149 FT AND OVER RECEIVE \$3.00 MORE THAN
GROUP 1 RATE FOOTNOTE: A. PAID HOLIDAYS: NEW
YEAR'S DAY; LINCOLN'S BIRTHDAY; GOOD FRIDAY;
MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERANS
DAY; COLUMBUS DAY; NOVEMBER ELECTION DAY;
THANKSGIVING DAY; AND CHRISTMAS DAY.....\$ 64.02 35.25
POWER EQUIPMENT OPERATORS: GROUP 5 OILER (HEAVY &
HIGHWAY) NOTES: LOADER OPERATOR (OVER 5 CU
YDS) .50 SHOVAL OPERATORS (OVER 4
CU YD) 1.00 HAZMAT PREMIUM OVER
REGULAR RATE 20% CRANES: 100 FT- 149 FT:
RECEIVE \$2.00 MORE THAN GROUP 1 RATE 149 FT AND
OVER RECEIVE \$3.00 MORE THAN GROUP 1 RATE
FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY;
LINCOLN'S BIRTHDAY; GOOD FRIDAY; MEMORIAL DAY;
INDEPENDENCE DAY; LABOR DAY; VETERANS DAY; COLUMBUS
DAY; NOVEMBER ELECTION DAY; THANKSGIVING DAY; AND
CHRISTMAS DAY.....\$ 64.02 35.25
POWER EQUIPMENT OPERATORS: GROUP 4-B OILER;
COMPRESSOR - COMPRESSOR PLANT; PAINT
COMPRESSOR-STEEL ERECTION; CONVEYOR BELT MACHINE;
LIGHTING UNIT (PORTABLE & GENERATOR); OILER; PUMPS
- PUMP STATION-WATER-SEWER- GYPSUM- PLASTER, ETC.;
ROLLER-MOTORIZED (WALK-BEHIND); WELDING MACHINE
(STEEL ERECTION EXCAVATION); WELL POINT SYSTEM;
BENDING MACHINE; DUST COLLECTOR; MIXER - CONCRETE
UNDER 21-E; HEATER ALL TYPES; STEAM JENNY; SYPHON
PUMP-AIR-STEAM; TAR JOINT MACHINE; VIBRATOR (1 TO
5); COMPRESSOR TRUCK MOUNTED (2-6) (HEAVY &
HIGHWAY) NOTES: LOADER OPERATOR (OVER 5 CU
YDS) .50 SHOVAL OPERATORS (OVER 4
CU YD) 1.00 HAZMAT PREMIUM OVER
REGULAR RATE 20% CRANES: 100 FT- 149 FT:
RECEIVE \$2.00 MORE THAN GROUP 1 RATE 149 FT AND
OVER RECEIVE \$3.00 MORE THAN GROUP 1 RATE
FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY;
LINCOLN'S BIRTHDAY; GOOD FRIDAY; MEMORIAL DAY;

INDEPENDENCE DAY; LABOR DAY; VETERANS DAY; COLUMBUS DAY; NOVEMBER ELECTION DAY; THANKSGIVING DAY; AND CHRISTMAS DAY.....\$ 44.19 35.25

POWER EQUIPMENT OPERATORS: GROUP 4-A SERVICE MEN (FUEL OR GREASE TRUCK). (HEAVY & HIGHWAY)

NOTES: LOADER OPERATOR (OVER 5 CU YDS)
.50 SHOVAL OPERATORS (OVER 4 CU YD)
1.00 HAZMAT PREMIUM OVER REGULAR RATE 20%

CRANES: 100 FT- 149 FT: RECEIVE \$2.00 MORE THAN GROUP 1 RATE 149 FT AND OVER RECEIVE \$3.00 MORE THAN GROUP 1 RATE FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY; LINCOLN'S BIRTHDAY; GOOD FRIDAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERANS DAY; COLUMBUS DAY; NOVEMBER ELECTION DAY; THANKSGIVING DAY; AND CHRISTMAS DAY.....\$ 51.57 35.25

POWER EQUIPMENT OPERATORS: GROUP 3 A: AIR TRACTOR DRILL; ASPHALT PLANT; BATCH PLANT; BOILER (HIGH PRESSURE; CONCRETE BREAKER; CONCRETE PUMP CONCRETE SPREADER; CURB CUTTER MACHINE; FARM TRACTOR (ALL TYPES); FINISHING MACHINE (CONCRETE); FINE GRADING MACHINE; FIREMAN; FORKLIFT; FORKLIFT (ELECTRIC); JOY DRILL OR SIMILAR TRACTOR DRILLING MACHINE; LOADER - 1 1/2 YARDS AND UNDER; LOCOMOTIVE (ALL SIZES), MAINTENANCE ENGINEER; MACHINE PULLING SHEEPS FOOT ROLLER; MATERIAL HOPPER; MIXER CONCRETE - 21-E AND OVER; MULCHING GRASS SPREADER; PORTABLE ASPHALT PLANT, PORTABLE BATCH PLANT, PORTABLE CRUSHER; POWERHOUSE PLANT; QUARRY MASTER; ROLLER UNDER 4 TON; SPREADING AND FINE GRADING MACHINE; STEEL CUTTING MACHINE; STONE CRUSHER; SWEEPER; TURBOJET BURNER OR SIMILAR; WELL DRILLING MACHINE ; WINCH TRUCK ""A"" FRAME. JOHN HENRY DRILL OR SIMILAR. (HEAVY & HIGHWAY) NOTES: LOADER OPERATOR (OVER 5 CU YDS) .50 SHOVAL OPERATORS (OVER 4 CU YD) 1.00 HAZMAT PREMIUM OVER REGULAR RATE 20% CRANES: 100 FT- 149 FT: RECEIVE \$2.00 MORE THAN GROUP 1 RATE 149 FT AND OVER RECEIVE \$3.00 MORE THAN GROUP 1 RATE FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY; LINCOLN'S BIRTHDAY; GOOD FRIDAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERANS DAY; COLUMBUS DAY; NOVEMBER ELECTION DAY; THANKSGIVING DAY; AND CHRISTMAS DAY.....\$ 56.81 35.25

POWER EQUIPMENT OPERATORS: GROUP 2-B MECHANIC (OUTSIDE) ALL TYPES (HEAVY & HIGHWAY) NOTES: LOADER OPERATOR (OVER 5 CU YDS) .50 SHOVAL OPERATORS (OVER 4 CU YD) 1.00 HAZMAT PREMIUM OVER REGULAR RATE 20% CRANES: 100 FT- 149 FT: RECEIVE \$2.00 MORE THAN GROUP 1 RATE 149 FT AND OVER RECEIVE \$3.00 MORE THAN GROUP 1 RATE FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY; LINCOLN'S BIRTHDAY; GOOD FRIDAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERANS DAY; COLUMBUS DAY; NOVEMBER ELECTION DAY; THANKSGIVING DAY; AND CHRISTMAS DAY\$ 59.67 35.25

POWER EQUIPMENT OPERATORS: GROUP 2-A BALLAST REGULATORS; COMPACTOR SELF-PROPELLED; COW TRACKS; FUSION MACHINE; RAIL ANCHOR MACHINES; ROLLER 4 TON AND OVER; SCRAPERS - 20 YARDS STRUCK; SWITCH TAMPERS; VIBRATORY ROLLER, ETC. (HEAVY & HIGHWAY) NOTES: LOADER OPERATOR (OVER 5 CU YDS) .50 SHOVAL OPERATORS (OVER 4 CU YD) 1.00 HAZMAT PREMIUM OVER REGULAR RATE 20% CRANES: 100 FT- 149 FT: RECEIVE \$2.00 MORE THAN GROUP 1 RATE 149 FT AND OVER RECEIVE \$3.00 MORE

THAN GROUP 1 RATE FOOTNOTE: A. PAID HOLIDAYS:
 NEW YEAR'S DAY; LINCOLN'S BIRTHDAY; GOOD FRIDAY;
 MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERANS
 DAY; COLUMBUS DAY; NOVEMBER ELECTION DAY;
 THANKSGIVING DAY; AND CHRISTMAS DAY.....\$ 57.84 35.25
 POWER EQUIPMENT OPERATORS: GROUP 1-B ROAD PAVER,
 ASPHALT (HEAVY & HIGHWAY) NOTES: LOADER
 OPERATOR (OVER 5 CU YDS) .50
 SHOVAL OPERATORS (OVER 4 CU YD) 1.00
 HAZMAT PREMIUM OVER REGULAR RATE 20% CRANES:
 100 FT- 149 FT: RECEIVE \$2.00 MORE THAN GROUP 1
 RATE 149 FT AND OVER RECEIVE \$3.00 MORE THAN
 GROUP 1 RATE FOOTNOTE: A. PAID HOLIDAYS: NEW
 YEAR'S DAY; LINCOLN'S BIRTHDAY; GOOD FRIDAY;
 MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERANS
 DAY; COLUMBUS DAY; NOVEMBER ELECTION DAY;
 THANKSGIVING DAY; AND CHRISTMAS DAY.....\$ 63.70 35.25
 POWER EQUIPMENT OPERATORS: GROUP 1-A AUGER; AUTO
 GRADER; DYNAHOE AND DUAL PURPOSE AND SIMILAR
 MACHINES; BOAT CAPTAIN; BORING MACHINE (ALL TYPES);
 BULL DOZER-ALL SIZES; CENTRAL MIX PLANT OPERATOR;
 CHIPPER-ALL TYPES; CLOSE CIRCUIT T.V.; COMPACTOR
 WITH BLADE; CONCRETE PORTABLE HOIST; C.M.I. OR
 SIMILAR; CONWAY OR SIMILAR MUCKING MACHINES;
 GRADALL, SHOVEL BACKHOE, ETC. GRADER; DERRICK,
 (STONE- STEEL; ELEVATOR & CAGE, MATERIALS OR
 PASSENGERS; FRONT END LOADERS OVER 1 1/2 YDS.;
 HOIST SINGLE, DOUBLE, TRIPLE DRUM, HOIST PORTABLE
 MOBILE UNIT; HOIST ENGINEER-CONCRETE
 (CRANE-DERRICK-MINE HOIST); HOIST
 ENGINEER-MATERIAL, HYDRAULIC BOOM; LETOURNEAU OR
 TOURNAPULL (SCRAPERS OVER 20 YDS. STRUCK); LOG
 SKIDDER; MOVABLE CONCRETE BARRIER TRANSFER &
 TRANSPORT VEHICLE; MUCKING MACHINES; OVERHEAD
 CRANE; PAVER (CONCCRETE); PULSEMETER; PUSH BUTTON
 (BUZZ BOX) ELEVATOR; ROAD MIX MACHINES; ROBOT
 HAMMER (BROCK OR SIMILAR), ROSS CARRIER AND SIMILAR
 MACHINES; SHOVELS (TUNNELS); SIDE BOOM; SLIP FORM
 MACHINE; SPREADER (ASPHALT);
 SCOOPMOBILE-TRACTOR-SHOVEL OVER 1 1/2 YARDS;
 TRENCHING MACHINES; TELEPHIES- VERMEER CONCRETE SAW
 TRENCHER AND/OR SIMILAR; TRACTOR-TYPE DEMOLITION
 EQUIPMENT, WHIRLY (HEAVY & HIGHWAY) NOTES:
 LOADER OPERATOR (OVER 5 CU YDS) .50
 SHOVAL OPERATORS (OVER 4 CU YD) 1.00
 HAZMAT PREMIUM OVER REGULAR RATE 20% CRANES:
 100 FT- 149 FT: RECEIVE \$2.00 MORE THAN GROUP 1
 RATE 149 FT AND OVER RECEIVE \$3.00 MORE THAN
 GROUP 1 RATE FOOTNOTE: A. PAID HOLIDAYS: NEW
 YEAR'S DAY; LINCOLN'S BIRTHDAY; GOOD FRIDAY;
 MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERANS
 DAY; COLUMBUS DAY; NOVEMBER ELECTION DAY;
 THANKSGIVING DAY; AND CHRISTMAS DAY.....\$ 60.42 35.25
 POWER EQUIPMENT OPERATORS: GROUP 1 BOOM TRUCK;
 CHERRY PICKER; CLAMSHELL; CRANE, (CRAWLER, TRUCK);
 DRAGLINE; ROUGH TERRAIN CRANE (HEAVY & HIGHWAY)
 NOTES: LOADER OPERATOR (OVER 5 CU YDS)
 .50 SHOVAL OPERATORS (OVER 4 CU YD)
 1.00 HAZMAT PREMIUM OVER REGULAR RATE 20%
 CRANES: 100 FT- 149 FT: RECEIVE \$2.00 MORE THAN
 GROUP 1 RATE 149 FT AND OVER RECEIVE \$3.00 MORE
 THAN GROUP 1 RATE FOOTNOTE: A. PAID HOLIDAYS:
 NEW YEAR'S DAY; LINCOLN'S BIRTHDAY; GOOD FRIDAY;
 MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERANS
 DAY; COLUMBUS DAY; NOVEMBER ELECTION DAY;

THANKSGIVING DAY; AND CHRISTMAS DAY.....	\$ 68.63	35.25

IRON0040-001 07/01/2025		
	Rates	Fringes
IRONWORKER, STRUCTURAL (WESTCHESTER COUNTY).....	\$ 58.95	92.02

IRON0046-003 07/01/2025		
	Rates	Fringes
IRONWORKER (METALLIC LATHERS AND REINFORCING IRONWORKERS).....	\$ 57.00	32.96

IRON0197-001 07/01/2024		
	Rates	Fringes
IRONWORKER (STONE DERRICKMAN).....	\$ 60.40	60.14

IRON0580-001 07/01/2025		
	Rates	Fringes
IRONWORKER: ORNAMENTAL.....	\$ 48.15	67.62

LAB00060-002 03/30/2025		
	Rates	Fringes
LABORERS: GROUP 7 ASBESTOS AND TOXIC WASTE LABORER FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, LINCOLN'S BIRTHDAY, WASHINGTON'S BIRTHDAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, NOVEMBER ELECTION DAY, VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....	\$ 51.64	28.98
LABORERS: GROUP 6 FLAGPERSON FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, LINCOLN'S BIRTHDAY, WASHINGTON'S BIRTHDAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, NOVEMBER ELECTION DAY, VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....	\$ 42.96	28.98
LABORERS: GROUP 5 COMMON LABORERS, SIGNAL PERSON AND PIT PERSON , TRUCK SPOTTERS, POWDER PERSON, LANDSCAPE AND NURSERY PERSON, DUMP PERSON. FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, LINCOLN'S BIRTHDAY, WASHINGTON'S BIRTHDAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, NOVEMBER ELECTION DAY, VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....	\$ 49.56	28.98
LABORERS: GROUP 4 GENERAL CONCRETE LABORERS-ANYTHING PERTAINING TO CONCRETE, AGGREGATE OR CONCRETE MATERIAL HANDLING, PUDDLERS, ASPHALT WORKER, ROCK SCALERS, VIBRATOR OPERATOR, BIT GRINDER, CONCRETE GRINDER, AIR TAMPERS AND ALL TAMPERS NOT COVERED BY ANY OTHER CLASSIFICATION, FORM PIN PULLER, PUMPS AND THEIR OPERATION, SERVICE OF AIR POWER, EPOXY AND WATERPROOFING WORKER, FINE GRADE PERSON BETWEEN FORMS, BARCO RAMMER, GUARD AND GUIDE RAIL AND LINK FENCE, STEEL KINGS. FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, LINCOLN'S BIRTHDAY, WASHINGTON'S BIRTHDAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, NOVEMBER ELECTION DAY, VETERANS' DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....	\$ 49.93	28.98
LABORERS: GROUP 3 ASPHALT CURB MACHINE OPERATOR, JEEPER OPERATOR, PAVEMENT BREAKER OPERATOR, POWER SAW OPERATOR, JACK HAMMER DRILLER. ALL TYPES OF PHEUMATIC TOOLS GASOLINE DRILLER, CONCRETE SAW,		

GUNNITING, RAILROAD SPIKE PULLER AND SANDBLASTING,
 PIPE LAYER, DECK WINCHES ON SCOWS, POWER BUGGY
 OPERATOR, POWER WHEELBARROW OPERATOR. FOOTNOTE:
 A. PAID HOLIDAYS: NEW YEAR'S DAY, LINCOLN'S
 BIRTHDAY, WASHINGTON'S BIRTHDAY, GOOD FRIDAY,
 MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS
 DAY, NOVEMBER ELECTION DAY, VETERANS' DAY,
 THANKSGIVING DAY AND CHRISTMAS DAY.....\$ 50.29 28.98
 LABORERS: GROUP 2 BURNER, JUMBO DRILLER, JOY
 DRILLER, WAGON DRILLER, AIR TRACK DRILLER,
 HYDRAULIC DRILLER, CONCRETE FORM ALIGNER, CONCRETE
 FORM AND CURB FORM HIGHWAY (STEEL), ASPHALT
 SCREEDMAN, ASPHALT RAKER. FOOTNOTE: A. PAID
 HOLIDAYS: NEW YEAR'S DAY, LINCOLN'S BIRTHDAY,
 WASHINGTON'S BIRTHDAY, GOOD FRIDAY, MEMORIAL DAY,
 INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, NOVEMBER
 ELECTION DAY, VETERANS' DAY, THANKSGIVING DAY AND
 CHRISTMAS DAY.....\$ 50.71 28.98
 LABORERS: GROUP 1 BLASTERS. FOOTNOTE: A. PAID
 HOLIDAYS: NEW YEAR'S DAY, LINCOLN'S BIRTHDAY,
 WASHINGTON'S BIRTHDAY, GOOD FRIDAY, MEMORIAL DAY,
 INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, NOVEMBER
 ELECTION DAY, VETERANS' DAY, THANKSGIVING DAY AND
 CHRISTMAS DAY.....\$ 52.11 28.98

LAB00235-001 05/01/2025

	Rates	Fringes
LABORER (BUILDING).....	\$ 44.05	32.40

LAB00235-002 05/01/2024

	Rates	Fringes
LABORER (RESIDENTIAL).....	\$ 42.40	19.30

PAIN0009-003 05/01/2025

	Rates	Fringes
PAINTER (SPRAY, SCAFFOLD, SANDBLASTING).....	\$ 47.75	44.11
PAINTER (PAINTERS, PAPERHANGER, DRYWALL FINISHERS & LEAD ABATEMENT WORKER).....	\$ 44.75	44.11
PAINTER (GLAZIERS).....	\$ 49.20	57.20

PAIN0806-001 10/01/2024

	Rates	Fringes
PAINTERS: (STRUCTURAL STEEL AND BRIDGE).....	\$ 56.25	55.14

PLUM0021-003 05/01/2025

	Rates	Fringes
PLUMBER AND STEAMFITTER (ZONE 1).....	\$ 65.07	45.35

ROOF0008-003 05/01/2025

	Rates	Fringes
ROOFER.....	\$ 50.25	32.62

SFNY0669-002 01/01/2026

	Rates	Fringes
SPRINKLER FITTER.....	\$ 57.20	32.66

SHEE0038-001 07/01/2025

Rates

Fringes

SHEET METAL WORKER.....\$ 55.29

47.43

TEAM0456-001 07/01/2025

Rates

Fringes

TRUCK DRIVERS: HEAVY & HIGHWAY CONSTRUCION- GROUP
 5 14 WHEELER. HAZARDOUS/TOXIC WASTE - AN
 ADDITIONAL 20% OF THE BASIC HOURLY WAGE RATE SET
 FORTH IN THIS WAGE DETERMINATION. A. PAID
 HOLIDAYS: NEW YEAR'S DAY, LINCOLN'S BIRTHDAY,
 PRESIDENT'S DAY, DECORATION DAY, INDEPENDENCE DAY,
 LABOR DAY, NOVEMBER ELECTION DAY, THANKSGIVING DAY,
 DAY AFTER THANKSGIVING AND CHRISTMAS DAY, PROVIDED
 EMPLOYEE WORKS TWO OR MORE DAYS IN THE CALENDAR
 WEEK IN WHICH THE HOLIDAY FALLS. PAID VACATION: 4
 WEEKS PAID VACATION AFTER 20 YEARS OF SERVICE AND
 30 DAYS OF EMPLOYMENT IN CURRENT CONTRACT YEAR; 3
 WEEKS AFTER 10 YEARS OF SENIORITY SERVICE; 3 WEEKS
 AFTER 10 YEARS AND 60 DAYS OF EMPLOYMENT IN
 CONTRACT YEAR, 3 WEEKS AND 1 DAY AFTER 16 YEARS OF
 SENIORITY SERVICE, 3 WEEKS AND 2 DAYS AFTER 17
 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 3 DAYS
 AFTER 18 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 4
 DAYS AFTER 19 YEARS OF SENIORITY SERVICE; THE THIRD
 WEEK AND EVERY ADDITIONAL DAY SHALL BE GRANTED TO
 EMPLOYEE IN THE CALENDAR YEAR IN WHICH HE COMPLETES
 HIS TENTH OR OTHER YEARS OF SENIORITY SERVICE; 2
 WEEKS AFTER 130 DAYS OF EMPLOYMENT IN THE CALENDAR
 YEAR; 2 WEEKS AFTER 5 YEARS AND 90 DAYS SENIORITY
 SERVICE IN CALANDER YEAR; 1 WEEK AND 1 ADDITIONAL
 DAY FOR EACH ADDITIONAL 18 DAYS OF EMPLOYMENT NOT
 EXCEEDING 10 DAYS IN ANY ONE CALANDER YEAR AFTER 90
 DAYS OF EMPLOYMENT. CASUAL EMPLOYEES 1 DAY FOR
 EVERY 18 DAYS OF EMPLOYMENT. AN EMPLOYEE WHO DOES
 NOT QUALIFY FOR VACATION SHALL BE PAID PRO RATA ON
 A DAILY BASIS. HOLIDAY SHALL BE COUNTED AS DAYS
 WORKED FOR VACATION BENEFITS. LEGAL SERVICES FUND:
 EMPLOYER SHALL CONTRIBUTE \$.20 TO THE FUND ON THE
 SAME BASIS FOR ALL HOURS PAID TO EMPLOYEES IN THE
 FORM OF HOLIDAY PAY OR VACATION PAY. IN ADDITION
 TO THE BENEFITS PAID FOR HEALTH-WELFARE AND PENSION
 FOR UP TO 40 HOURS WORKED AN ADDITIONAL \$.25 IS
 PAID FOR EACH HOUR WORKED. THE EMPLOYER SHALL GRANT
 3 CALENDAR DAYS OFF WITHOUT LOSS OF PAY TO AN
 EMPLOYEE WHO HAS DEATH IN HIS/HER IMMEDIATE FAMILY,
 INCLUSIVE OF THE DAY OF THE FUNERAL.....\$ 48.63

38.93

TRUCK DRIVERS: GROUP 11 OFF ROAD EQUIPMENT (UNDER
 40 TONS) DJB HAZARDOUS/TOXIC WASTE - AN ADDITIONAL
 20% OF THE BASIC HOURLY WAGE RATE SET FORTH IN THIS
 WAGE DETERMINATION. A. PAID HOLIDAYS: NEW YEAR'S
 DAY, LINCOLN'S BIRTHDAY, PRESIDENT'S DAY,
 DECORATION DAY, INDEPENDENCE DAY, LABOR DAY,
 NOVEMBER ELECTION DAY, THANKSGIVING DAY, DAY AFTER
 THANKSGIVING AND CHRISTMAS DAY, PROVIDED EMPLOYEE
 WORKS TWO OR MORE DAYS IN THE CALENDAR WEEK IN
 WHICH THE HOLIDAY FALLS. PAID VACATION: 4 WEEKS
 PAID VACATION AFTER 20 YEARS OF SERVICE AND 30 DAYS
 OF EMPLOYMENT IN CURRENT CONTRACT YEAR; 3 WEEKS
 AFTER 10 YEARS OF SENIORITY SERVICE; 3 WEEKS AFTER
 10 YEARS AND 60 DAYS OF EMPLOYMENT IN CONTRACT
 YEAR, 3 WEEKS AND 1 DAY AFTER 16 YEARS OF SENIORITY
 SERVICE, 3 WEEKS AND 2 DAYS AFTER 17 YEARS OF
 SENIORITY SERVICE; 3 WEEKS AND 3 DAYS AFTER 18
 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 4 DAYS

AFTER 19 YEARS OF SENIORITY SERVICE; THE THIRD WEEK AND EVERY ADDITIONAL DAY SHALL BE GRANTED TO EMPLOYEE IN THE CALENDAR YEAR IN WHICH HE COMPLETES HIS TENTH OR OTHER YEARS OF SENIORITY SERVICE; 2 WEEKS AFTER 130 DAYS OF EMPLOYMENT IN THE CALENDAR YEAR; 2 WEEKS AFTER 5 YEARS AND 90 DAYS SENIORITY SERVICE IN CALANDER YEAR; 1 WEEK AND 1 ADDITIONAL DAY FOR EACH ADDITIONAL 18 DAYS OF EMPLOYMENT NOT EXCEEDING 10 DAYS IN ANY ONE CALANDER YEAR AFTER 90 DAYS OF EMPLOYMENT. CASUAL EMPLOYEES 1 DAY FOR EVERY 18 DAYS OF EMPLOYMENT. AN EMPLOYEE WHO DOES NOT QUALIFY FOR VACATION SHALL BE PAID PRO RATA ON A DAILY BASIS. HOLIDAY SHALL BE COUNTED AS DAYS WORKED FOR VACATION BENEFITS. LEGAL SERVICES FUND: EMPLOYER SHALL CONTRIBUTE \$.20 TO THE FUND ON THE SAME BASIS FOR ALL HOURS PAID TO EMPLOYEES IN THE FORM OF HOLIDAY PAY OR VACATION PAY. IN ADDITION TO THE BENEFITS PAID FOR HEALTH-WELFARE AND PENSION FOR UP TO 40 HOURS WORKED AN ADDITIONAL \$.25 IS PAID FOR EACH HOUR WORKED. THE EMPLOYER SHALL GRANT 3 CALENDAR DAYS OFF WITHOUT LOSS OF PAY TO AN EMPLOYEE WHO HAS DEATH IN HIS/HER IMMEDIATE FAMILY, INCLUSIVE OF THE DAY OF THE FUNERAL.....\$ 50.26

TRUCK DRIVERS: GROUP 10 OFF ROAD EQUIPMENT (OVER 40 TONS) EUCLID, DJB HAZARDOUS/TOXIC WASTE - AN ADDITIONAL 20% OF THE BASIC HOURLY WAGE RATE SET FORTH IN THIS WAGE DETERMINATION. A. PAID HOLIDAYS: NEW YEAR'S DAY, LINCOLN'S BIRTHDAY, PRESIDENT'S DAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, NOVEMBER ELECTION DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING AND CHRISTMAS DAY, PROVIDED EMPLOYEE WORKS TWO OR MORE DAYS IN THE CALENDAR WEEK IN WHICH THE HOLIDAY FALLS. PAID VACATION: 4 WEEKS PAID VACATION AFTER 20 YEARS OF SERVICE AND 30 DAYS OF EMPLOYMENT IN CURRENT CONTRACT YEAR; 3 WEEKS AFTER 10 YEARS OF SENIORITY SERVICE; 3 WEEKS AFTER 10 YEARS AND 60 DAYS OF EMPLOYMENT IN CONTRACT YEAR, 3 WEEKS AND 1 DAY AFTER 16 YEARS OF SENIORITY SERVICE, 3 WEEKS AND 2 DAYS AFTER 17 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 3 DAYS AFTER 18 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 4 DAYS AFTER 19 YEARS OF SENIORITY SERVICE; THE THIRD WEEK AND EVERY ADDITIONAL DAY SHALL BE GRANTED TO EMPLOYEE IN THE CALENDAR YEAR IN WHICH HE COMPLETES HIS TENTH OR OTHER YEARS OF SENIORITY SERVICE; 2 WEEKS AFTER 130 DAYS OF EMPLOYMENT IN THE CALENDAR YEAR; 2 WEEKS AFTER 5 YEARS AND 90 DAYS SENIORITY SERVICE IN CALANDER YEAR; 1 WEEK AND 1 ADDITIONAL DAY FOR EACH ADDITIONAL 18 DAYS OF EMPLOYMENT NOT EXCEEDING 10 DAYS IN ANY ONE CALANDER YEAR AFTER 90 DAYS OF EMPLOYMENT. CASUAL EMPLOYEES 1 DAY FOR EVERY 18 DAYS OF EMPLOYMENT. AN EMPLOYEE WHO DOES NOT QUALIFY FOR VACATION SHALL BE PAID PRO RATA ON A DAILY BASIS. HOLIDAY SHALL BE COUNTED AS DAYS WORKED FOR VACATION BENEFITS. LEGAL SERVICES FUND: EMPLOYER SHALL CONTRIBUTE \$.20 TO THE FUND ON THE SAME BASIS FOR ALL HOURS PAID TO EMPLOYEES IN THE FORM OF HOLIDAY PAY OR VACATION PAY. IN ADDITION TO THE BENEFITS PAID FOR HEALTH-WELFARE AND PENSION FOR UP TO 40 HOURS WORKED AN ADDITIONAL \$.25 IS PAID FOR EACH HOUR WORKED. THE EMPLOYER SHALL GRANT 3 CALENDAR DAYS OFF WITHOUT LOSS OF PAY TO AN EMPLOYEE WHO HAS DEATH IN HIS/HER IMMEDIATE FAMILY, INCLUSIVE OF THE DAY OF THE FUNERAL.....\$ 50.51

TRUCK DRIVERS: GROUP 9 OFF ROAD EQUIPMENT (UNDER

38.93

38.93

40 TONS): EUCLID HAZARDOUS/TOXIC WASTE - AN
 ADDITIONAL 20% OF THE BASIC HOURLY WAGE RATE SET
 FORTH IN THIS WAGE DETERMINATION. A. PAID
 HOLIDAYS: NEW YEAR'S DAY, LINCOLN'S BIRTHDAY,
 PRESIDENT'S DAY, DECORATION DAY, INDEPENDENCE DAY,
 LABOR DAY, NOVEMBER ELECTION DAY, THANKSGIVING DAY,
 DAY AFTER THANKSGIVING AND CHRISTMAS DAY, PROVIDED
 EMPLOYEE WORKS TWO OR MORE DAYS IN THE CALENDAR
 WEEK IN WHICH THE HOLIDAY FALLS. PAID VACATION: 4
 WEEKS PAID VACATION AFTER 20 YEARS OF SERVICE AND
 30 DAYS OF EMPLOYMENT IN CURRENT CONTRACT YEAR; 3
 WEEKS AFTER 10 YEARS OF SENIORITY SERVICE; 3 WEEKS
 AFTER 10 YEARS AND 60 DAYS OF EMPLOYMENT IN
 CONTRACT YEAR, 3 WEEKS AND 1 DAY AFTER 16 YEARS OF
 SENIORITY SERVICE, 3 WEEKS AND 2 DAYS AFTER 17
 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 3 DAYS
 AFTER 18 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 4
 DAYS AFTER 19 YEARS OF SENIORITY SERVICE; THE THIRD
 WEEK AND EVERY ADDITIONAL DAY SHALL BE GRANTED TO
 EMPLOYEE IN THE CALENDAR YEAR IN WHICH HE COMPLETES
 HIS TENTH OR OTHER YEARS OF SENIORITY SERVICE; 2
 WEEKS AFTER 130 DAYS OF EMPLOYMENT IN THE CALENDAR
 YEAR; 2 WEEKS AFTER 5 YEARS AND 90 DAYS SENIORITY
 SERVICE IN CALANDER YEAR; 1 WEEK AND 1 ADDITIONAL
 DAY FOR EACH ADDITIONAL 18 DAYS OF EMPLOYMENT NOT
 EXCEEDING 10 DAYS IN ANY ONE CALANDER YEAR AFTER 90
 DAYS OF EMPLOYMENT. CASUAL EMPLOYEES 1 DAY FOR
 EVERY 18 DAYS OF EMPLOYMENT. AN EMPLOYEE WHO DOES
 NOT QUALIFY FOR VACATION SHALL BE PAID PRO RATA ON
 A DAILY BASIS. HOLIDAY SHALL BE COUNTED AS DAYS
 WORKED FOR VACATION BENEFITS. LEGAL SERVICES FUND:
 EMPLOYER SHALL CONTRIBUTE \$.20 TO THE FUND ON THE
 SAME BASIS FOR ALL HOURS PAID TO EMPLOYEES IN THE
 FORM OF HOLIDAY PAY OR VACATION PAY. IN ADDITION
 TO THE BENEFITS PAID FOR HEALTH-WELFARE AND PENSION
 FOR UP TO 40 HOURS WORKED AN ADDITIONAL \$.25 IS
 PAID FOR EACH HOUR WORKED. THE EMPLOYER SHALL GRANT
 3 CALENDAR DAYS OFF WITHOUT LOSS OF PAY TO AN
 EMPLOYEE WHO HAS DEATH IN HIS/HER IMMEDIATE FAMILY,
 INCLUSIVE OF THE DAY OF THE FUNERAL.....\$ 49.88

TRUCK DRIVERS: GROUP 8 RXS HAZARDOUS/TOXIC WASTE
 - AN ADDITIONAL 20% OF THE BASIC HOURLY WAGE RATE
 SET FORTH IN THIS WAGE DETERMINATION. A. PAID
 HOLIDAYS: NEW YEAR'S DAY, LINCOLN'S BIRTHDAY,
 PRESIDENT'S DAY, DECORATION DAY, INDEPENDENCE DAY,
 LABOR DAY, NOVEMBER ELECTION DAY, THANKSGIVING DAY,
 DAY AFTER THANKSGIVING AND CHRISTMAS DAY, PROVIDED
 EMPLOYEE WORKS TWO OR MORE DAYS IN THE CALENDAR
 WEEK IN WHICH THE HOLIDAY FALLS. PAID VACATION: 4
 WEEKS PAID VACATION AFTER 20 YEARS OF SERVICE AND
 30 DAYS OF EMPLOYMENT IN CURRENT CONTRACT YEAR; 3
 WEEKS AFTER 10 YEARS OF SENIORITY SERVICE; 3 WEEKS
 AFTER 10 YEARS AND 60 DAYS OF EMPLOYMENT IN
 CONTRACT YEAR, 3 WEEKS AND 1 DAY AFTER 16 YEARS OF
 SENIORITY SERVICE, 3 WEEKS AND 2 DAYS AFTER 17
 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 3 DAYS
 AFTER 18 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 4
 DAYS AFTER 19 YEARS OF SENIORITY SERVICE; THE THIRD
 WEEK AND EVERY ADDITIONAL DAY SHALL BE GRANTED TO
 EMPLOYEE IN THE CALENDAR YEAR IN WHICH HE COMPLETES
 HIS TENTH OR OTHER YEARS OF SENIORITY SERVICE; 2
 WEEKS AFTER 130 DAYS OF EMPLOYMENT IN THE CALENDAR
 YEAR; 2 WEEKS AFTER 5 YEARS AND 90 DAYS SENIORITY
 SERVICE IN CALANDER YEAR; 1 WEEK AND 1 ADDITIONAL
 DAY FOR EACH ADDITIONAL 18 DAYS OF EMPLOYMENT NOT

38.93

EXCEEDING 10 DAYS IN ANY ONE CALANDER YEAR AFTER 90 DAYS OF EMPLOYMENT. CASUAL EMPLOYEES 1 DAY FOR EVERY 18 DAYS OF EMPLOYMENT. AN EMPLOYEE WHO DOES NOT QUALIFY FOR VACATION SHALL BE PAID PRO RATA ON A DAILY BASIS. HOLIDAY SHALL BE COUNTED AS DAYS WORKED FOR VACATION BENEFITS. LEGAL SERVICES FUND: EMPLOYER SHALL CONTRIBUTE \$.20 TO THE FUND ON THE SAME BASIS FOR ALL HOURS PAID TO EMPLOYEES IN THE FORM OF HOLIDAY PAY OR VACATION PAY. IN ADDITION TO THE BENEFITS PAID FOR HEALTH-WELFARE AND PENSION FOR UP TO 40 HOURS WORKED AN ADDITIONAL \$.25 IS PAID FOR EACH HOUR WORKED. THE EMPLOYER SHALL GRANT 3 CALENDAR DAYS OFF WITHOUT LOSS OF PAY TO AN EMPLOYEE WHO HAS DEATH IN HIS/HER IMMEDIATE FAMILY, INCLUSIVE OF THE DAY OF THE FUNERAL.....\$ 50.38

38.93

TRUCK DRIVERS: GROUP 7 DARTS. HAZARDOUS/TOXIC WASTE - AN ADDITIONAL 20% OF THE BASIC HOURLY WAGE RATE SET FORTH IN THIS WAGE DETERMINATION. A. PAID HOLIDAYS: NEW YEAR'S DAY, LINCOLN'S BIRTHDAY, PRESIDENT'S DAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, NOVEMBER ELECTION DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING AND CHRISTMAS DAY, PROVIDED EMPLOYEE WORKS TWO OR MORE DAYS IN THE CALENDAR WEEK IN WHICH THE HOLIDAY FALLS. PAID VACATION: 4 WEEKS PAID VACATION AFTER 20 YEARS OF SERVICE AND 30 DAYS OF EMPLOYMENT IN CURRENT CONTRACT YEAR; 3 WEEKS AFTER 10 YEARS OF SENIORITY SERVICE; 3 WEEKS AFTER 10 YEARS AND 60 DAYS OF EMPLOYMENT IN CONTRACT YEAR, 3 WEEKS AND 1 DAY AFTER 16 YEARS OF SENIORITY SERVICE, 3 WEEKS AND 2 DAYS AFTER 17 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 3 DAYS AFTER 18 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 4 DAYS AFTER 19 YEARS OF SENIORITY SERVICE; THE THIRD WEEK AND EVERY ADDITIONAL DAY SHALL BE GRANTED TO EMPLOYEE IN THE CALENDAR YEAR IN WHICH HE COMPLETES HIS TENTH OR OTHER YEARS OF SENIORITY SERVICE; 2 WEEKS AFTER 130 DAYS OF EMPLOYMENT IN THE CALENDAR YEAR; 2 WEEKS AFTER 5 YEARS AND 90 DAYS SENIORITY SERVICE IN CALANDER YEAR; 1 WEEK AND 1 ADDITIONAL DAY FOR EACH ADDITIONAL 18 DAYS OF EMPLOYMENT NOT EXCEEDING 10 DAYS IN ANY ONE CALANDER YEAR AFTER 90 DAYS OF EMPLOYMENT. CASUAL EMPLOYEES 1 DAY FOR EVERY 18 DAYS OF EMPLOYMENT. AN EMPLOYEE WHO DOES NOT QUALIFY FOR VACATION SHALL BE PAID PRO RATA ON A DAILY BASIS. HOLIDAY SHALL BE COUNTED AS DAYS WORKED FOR VACATION BENEFITS. LEGAL SERVICES FUND: EMPLOYER SHALL CONTRIBUTE \$.20 TO THE FUND ON THE SAME BASIS FOR ALL HOURS PAID TO EMPLOYEES IN THE FORM OF HOLIDAY PAY OR VACATION PAY. IN ADDITION TO THE BENEFITS PAID FOR HEALTH-WELFARE AND PENSION FOR UP TO 40 HOURS WORKED AN ADDITIONAL \$.25 IS PAID FOR EACH HOUR WORKED. THE EMPLOYER SHALL GRANT 3 CALENDAR DAYS OFF WITHOUT LOSS OF PAY TO AN EMPLOYEE WHO HAS DEATH IN HIS/HER IMMEDIATE FAMILY, INCLUSIVE OF THE DAY OF THE FUNERAL.....\$ 50.01

38.93

TRUCK DRIVERS: GROUP 6 ATHEY WAGON, BELLY DUMPS, ARTICULATED DUMPS, TRAILER WAGONS. HAZARDOUS/TOXIC WASTE - AN ADDITIONAL 20% OF THE BASIC HOURLY WAGE RATE SET FORTH IN THIS WAGE DETERMINATION. A. PAID HOLIDAYS: NEW YEAR'S DAY, LINCOLN'S BIRTHDAY, PRESIDENT'S DAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, NOVEMBER ELECTION DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING AND CHRISTMAS DAY, PROVIDED EMPLOYEE WORKS TWO OR MORE DAYS IN THE CALENDAR WEEK IN WHICH THE HOLIDAY FALLS. PAID VACATION: 4

WEEKS PAID VACATION AFTER 20 YEARS OF SERVICE AND 30 DAYS OF EMPLOYMENT IN CURRENT CONTRACT YEAR; 3 WEEKS AFTER 10 YEARS OF SENIORITY SERVICE; 3 WEEKS AFTER 10 YEARS AND 60 DAYS OF EMPLOYMENT IN CONTRACT YEAR, 3 WEEKS AND 1 DAY AFTER 16 YEARS OF SENIORITY SERVICE, 3 WEEKS AND 2 DAYS AFTER 17 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 3 DAYS AFTER 18 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 4 DAYS AFTER 19 YEARS OF SENIORITY SERVICE; THE THIRD WEEK AND EVERY ADDITIONAL DAY SHALL BE GRANTED TO EMPLOYEE IN THE CALENDAR YEAR IN WHICH HE COMPLETES HIS TENTH OR OTHER YEARS OF SENIORITY SERVICE; 2 WEEKS AFTER 130 DAYS OF EMPLOYMENT IN THE CALENDAR YEAR; 2 WEEKS AFTER 5 YEARS AND 90 DAYS SENIORITY SERVICE IN CALANDER YEAR; 1 WEEK AND 1 ADDITIONAL DAY FOR EACH ADDITIONAL 18 DAYS OF EMPLOYMENT NOT EXCEEDING 10 DAYS IN ANY ONE CALANDER YEAR AFTER 90 DAYS OF EMPLOYMENT. CASUAL EMPLOYEES 1 DAY FOR EVERY 18 DAYS OF EMPLOYMENT. AN EMPLOYEE WHO DOES NOT QUALIFY FOR VACATION SHALL BE PAID PRO RATA ON A DAILY BASIS. HOLIDAY SHALL BE COUNTED AS DAYS WORKED FOR VACATION BENEFITS. LEGAL SERVICES FUND: EMPLOYER SHALL CONTRIBUTE \$.20 TO THE FUND ON THE SAME BASIS FOR ALL HOURS PAID TO EMPLOYEES IN THE FORM OF HOLIDAY PAY OR VACATION PAY. IN ADDITION TO THE BENEFITS PAID FOR HEALTH-WELFARE AND PENSION FOR UP TO 40 HOURS WORKED AN ADDITIONAL \$.25 IS PAID FOR EACH HOUR WORKED. THE EMPLOYER SHALL GRANT 3 CALENDAR DAYS OFF WITHOUT LOSS OF PAY TO AN EMPLOYEE WHO HAS DEATH IN HIS/HER IMMEDIATE FAMILY, INCLUSIVE OF THE DAY OF THE FUNERAL.....\$ 49.26

38.93

TRUCK DRIVERS: GROUP 4 TRACTOR TRAILERS (ALL TYPES) HAZARDOUS/TOXIC WASTE - AN ADDITIONAL 20% OF THE BASIC HOURLY WAGE RATE SET FORTH IN THIS WAGE DETERMINATION. A. PAID HOLIDAYS: NEW YEAR'S DAY, LINCOLN'S BIRTHDAY, PRESIDENT'S DAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, NOVEMBER ELECTION DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING AND CHRISTMAS DAY, PROVIDED EMPLOYEE WORKS TWO OR MORE DAYS IN THE CALENDAR WEEK IN WHICH THE HOLIDAY FALLS. PAID VACATION: 4 WEEKS PAID VACATION AFTER 20 YEARS OF SERVICE AND 30 DAYS OF EMPLOYMENT IN CURRENT CONTRACT YEAR; 3 WEEKS AFTER 10 YEARS OF SENIORITY SERVICE; 3 WEEKS AFTER 10 YEARS AND 60 DAYS OF EMPLOYMENT IN CONTRACT YEAR, 3 WEEKS AND 1 DAY AFTER 16 YEARS OF SENIORITY SERVICE, 3 WEEKS AND 2 DAYS AFTER 17 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 3 DAYS AFTER 18 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 4 DAYS AFTER 19 YEARS OF SENIORITY SERVICE; THE THIRD WEEK AND EVERY ADDITIONAL DAY SHALL BE GRANTED TO EMPLOYEE IN THE CALENDAR YEAR IN WHICH HE COMPLETES HIS TENTH OR OTHER YEARS OF SENIORITY SERVICE; 2 WEEKS AFTER 130 DAYS OF EMPLOYMENT IN THE CALENDAR YEAR; 2 WEEKS AFTER 5 YEARS AND 90 DAYS SENIORITY SERVICE IN CALANDER YEAR; 1 WEEK AND 1 ADDITIONAL DAY FOR EACH ADDITIONAL 18 DAYS OF EMPLOYMENT NOT EXCEEDING 10 DAYS IN ANY ONE CALANDER YEAR AFTER 90 DAYS OF EMPLOYMENT. CASUAL EMPLOYEES 1 DAY FOR EVERY 18 DAYS OF EMPLOYMENT. AN EMPLOYEE WHO DOES NOT QUALIFY FOR VACATION SHALL BE PAID PRO RATA ON A DAILY BASIS. HOLIDAY SHALL BE COUNTED AS DAYS WORKED FOR VACATION BENEFITS. LEGAL SERVICES FUND: EMPLOYER SHALL CONTRIBUTE \$.20 TO THE FUND ON THE SAME BASIS FOR ALL HOURS PAID TO EMPLOYEES IN THE

FORM OF HOLIDAY PAY OR VACATION PAY. IN ADDITION TO THE BENEFITS PAID FOR HEALTH-WELFARE AND PENSION FOR UP TO 40 HOURS WORKED AN ADDITIONAL \$.25 IS PAID FOR EACH HOUR WORKED. THE EMPLOYER SHALL GRANT 3 CALENDAR DAYS OFF WITHOUT LOSS OF PAY TO AN EMPLOYEE WHO HAS DEATH IN HIS/HER IMMEDIATE FAMILY, INCLUSIVE OF THE DAY OF THE FUNERAL.....\$ 49.13

38.93

TRUCK DRIVERS: GROUP 3 FUEL AND TIRE TRUCKS. HAZARDOUS/TOXIC WASTE - AN ADDITIONAL 20% OF THE BASIC HOURLY WAGE RATE SET FORTH IN THIS WAGE DETERMINATION. A. PAID HOLIDAYS: NEW YEAR'S DAY, LINCOLN'S BIRTHDAY, PRESIDENT'S DAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, NOVEMBER ELECTION DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING AND CHRISTMAS DAY, PROVIDED EMPLOYEE WORKS TWO OR MORE DAYS IN THE CALENDAR WEEK IN WHICH THE HOLIDAY FALLS. PAID VACATION: 4 WEEKS PAID VACATION AFTER 20 YEARS OF SERVICE AND 30 DAYS OF EMPLOYMENT IN CURRENT CONTRACT YEAR; 3 WEEKS AFTER 10 YEARS OF SENIORITY SERVICE; 3 WEEKS AFTER 10 YEARS AND 60 DAYS OF EMPLOYMENT IN CONTRACT YEAR, 3 WEEKS AND 1 DAY AFTER 16 YEARS OF SENIORITY SERVICE, 3 WEEKS AND 2 DAYS AFTER 17 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 3 DAYS AFTER 18 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 4 DAYS AFTER 19 YEARS OF SENIORITY SERVICE; THE THIRD WEEK AND EVERY ADDITIONAL DAY SHALL BE GRANTED TO EMPLOYEE IN THE CALENDAR YEAR IN WHICH HE COMPLETES HIS TENTH OR OTHER YEARS OF SENIORITY SERVICE; 2 WEEKS AFTER 130 DAYS OF EMPLOYMENT IN THE CALENDAR YEAR; 2 WEEKS AFTER 5 YEARS AND 90 DAYS SENIORITY SERVICE IN CALANDER YEAR; 1 WEEK AND 1 ADDITIONAL DAY FOR EACH ADDITIONAL 18 DAYS OF EMPLOYMENT NOT EXCEEDING 10 DAYS IN ANY ONE CALANDER YEAR AFTER 90 DAYS OF EMPLOYMENT. CASUAL EMPLOYEES 1 DAY FOR EVERY 18 DAYS OF EMPLOYMENT. AN EMPLOYEE WHO DOES NOT QUALIFY FOR VACATION SHALL BE PAID PRO RATA ON A DAILY BASIS. HOLIDAY SHALL BE COUNTED AS DAYS WORKED FOR VACATION BENEFITS. LEGAL SERVICES FUND: EMPLOYER SHALL CONTRIBUTE \$.20 TO THE FUND ON THE SAME BASIS FOR ALL HOURS PAID TO EMPLOYEES IN THE FORM OF HOLIDAY PAY OR VACATION PAY. IN ADDITION

TO THE BENEFITS PAID FOR HEALTH-WELFARE AND PENSION FOR UP TO 40 HOURS WORKED AN ADDITIONAL \$.25 IS PAID FOR EACH HOUR WORKED. THE EMPLOYER SHALL GRANT 3 CALENDAR DAYS OFF WITHOUT LOSS OF PAY TO AN EMPLOYEE WHO HAS DEATH IN HIS/HER IMMEDIATE FAMILY, INCLUSIVE OF THE DAY OF THE FUNERAL.....\$ 48.96

38.93

TRUCK DRIVERS: GROUP 2 STRAIGHT JOBS: 6-WHEELER, 10-WHEELER, A-FRAME TRUCKS (INSIDE CAB), WINCH TRUCK (INSIDE CAB), DYNAMITE TRUCK, SEEDING TRUCK, MULCHING TRUCK, AGITATOR TRUCK, WATER TRUCK, CEMENT TRUCKS (ALL TYPES), SUBURBANS, STATION WAGONS, CARS, PICKUPS. HAZARDOUS/TOXIC WASTE - AN ADDITIONAL 20% OF THE BASIC HOURLY WAGE RATE SET FORTH IN THIS WAGE DETERMINATION. A. PAID HOLIDAYS: NEW YEAR'S DAY, LINCOLN'S BIRTHDAY, PRESIDENT'S DAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, NOVEMBER ELECTION DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING AND CHRISTMAS DAY, PROVIDED EMPLOYEE WORKS TWO OR MORE DAYS IN THE CALENDAR WEEK IN WHICH THE HOLIDAY FALLS. PAID VACATION: 4 WEEKS PAID VACATION AFTER 20 YEARS OF SERVICE AND 30 DAYS OF EMPLOYMENT IN CURRENT CONTRACT YEAR; 3 WEEKS AFTER 10 YEARS OF SENIORITY SERVICE; 3 WEEKS

AFTER 10 YEARS AND 60 DAYS OF EMPLOYMENT IN CONTRACT YEAR, 3 WEEKS AND 1 DAY AFTER 16 YEARS OF SENIORITY SERVICE, 3 WEEKS AND 2 DAYS AFTER 17 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 3 DAYS AFTER 18 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 4 DAYS AFTER 19 YEARS OF SENIORITY SERVICE; THE THIRD WEEK AND EVERY ADDITIONAL DAY SHALL BE GRANTED TO EMPLOYEE IN THE CALENDAR YEAR IN WHICH HE COMPLETES HIS TENTH OR OTHER YEARS OF SENIORITY SERVICE; 2 WEEKS AFTER 130 DAYS OF EMPLOYMENT IN THE CALENDAR YEAR; 2 WEEKS AFTER 5 YEARS AND 90 DAYS SENIORITY SERVICE IN CALANDER YEAR; 1 WEEK AND 1 ADDITIONAL DAY FOR EACH ADDITIONAL 18 DAYS OF EMPLOYMENT NOT EXCEEDING 10 DAYS IN ANY ONE CALANDER YEAR AFTER 90 DAYS OF EMPLOYMENT. CASUAL EMPLOYEES 1 DAY FOR EVERY 18 DAYS OF EMPLOYMENT. AN EMPLOYEE WHO DOES NOT QUALIFY FOR VACATION SHALL BE PAID PRO RATA ON A DAILY BASIS. HOLIDAY SHALL BE COUNTED AS DAYS WORKED FOR VACATION BENEFITS. LEGAL SERVICES FUND: EMPLOYER SHALL CONTRIBUTE \$.20 TO THE FUND ON THE SAME BASIS FOR ALL HOURS PAID TO EMPLOYEES IN THE FORM OF HOLIDAY PAY OR VACATION PAY. IN ADDITION TO THE BENEFITS PAID FOR HEALTH-WELFARE AND PENSION FOR UP TO 40 HOURS WORKED AN ADDITIONAL \$.25 IS PAID FOR EACH HOUR WORKED. THE EMPLOYER SHALL GRANT 3 CALENDAR DAYS OFF WITHOUT LOSS OF PAY TO AN EMPLOYEE WHO HAS DEATH IN HIS/HER IMMEDIATE FAMILY, INCLUSIVE OF THE DAY OF THE FUNERAL.....\$ 48.51

38.93

TRUCK DRIVERS: GROUP 1 LOWBOY (CARRYING EQUIPMENT) HAZARDOUS/TOXIC WASTE - AN ADDITIONAL 20% OF THE BASIC HOURLY WAGE RATE SET FORTH IN THIS WAGE DETERMINATION. A. PAID HOLIDAYS: NEW YEAR'S DAY, LINCOLN'S BIRTHDAY, PRESIDENT'S DAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, NOVEMBER ELECTION DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING AND CHRISTMAS DAY, PROVIDED EMPLOYEE WORKS TWO OR MORE DAYS IN THE CALENDAR WEEK IN WHICH THE HOLIDAY FALLS. PAID VACATION: 4 WEEKS PAID VACATION AFTER 20 YEARS OF SERVICE AND 30 DAYS OF EMPLOYMENT IN CURRENT CONTRACT YEAR; 3 WEEKS AFTER 10 YEARS OF SENIORITY SERVICE; 3 WEEKS AFTER 10 YEARS AND 60 DAYS OF EMPLOYMENT IN CONTRACT YEAR, 3 WEEKS AND 1 DAY AFTER 16 YEARS OF SENIORITY SERVICE, 3 WEEKS AND 2 DAYS AFTER 17 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 3 DAYS AFTER 18 YEARS OF SENIORITY SERVICE; 3 WEEKS AND 4 DAYS AFTER 19 YEARS OF SENIORITY SERVICE; THE THIRD WEEK AND EVERY ADDITIONAL DAY SHALL BE GRANTED TO EMPLOYEE IN THE CALENDAR YEAR IN WHICH HE COMPLETES HIS TENTH OR OTHER YEARS OF SENIORITY SERVICE; 2 WEEKS AFTER 130 DAYS OF EMPLOYMENT IN THE CALENDAR YEAR; 2 WEEKS AFTER 5 YEARS AND 90 DAYS SENIORITY SERVICE IN CALANDER YEAR; 1 WEEK AND 1 ADDITIONAL DAY FOR EACH ADDITIONAL 18 DAYS OF EMPLOYMENT NOT EXCEEDING 10 DAYS IN ANY ONE CALANDER YEAR AFTER 90 DAYS OF EMPLOYMENT. CASUAL EMPLOYEES 1 DAY FOR EVERY 18 DAYS OF EMPLOYMENT. AN EMPLOYEE WHO DOES NOT QUALIFY FOR VACATION SHALL BE PAID PRO RATA ON A DAILY BASIS. HOLIDAY SHALL BE COUNTED AS DAYS WORKED FOR VACATION BENEFITS. LEGAL SERVICES FUND: EMPLOYER SHALL CONTRIBUTE \$.20 TO THE FUND ON THE SAME BASIS FOR ALL HOURS PAID TO EMPLOYEES IN THE FORM OF HOLIDAY PAY OR VACATION PAY. IN ADDITION TO THE BENEFITS PAID FOR HEALTH-WELFARE AND PENSION FOR UP TO 40 HOURS WORKED AN ADDITIONAL \$.25 IS

PAID FOR EACH HOUR WORKED. THE EMPLOYER SHALL GRANT
 3 CALENDAR DAYS OFF WITHOUT LOSS OF PAY TO AN
 EMPLOYEE WHO HAS DEATH IN HIS/HER IMMEDIATE FAMILY,
 INCLUSIVE OF THE DAY OF THE FUNERAL.....\$ 51.26

38.93

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION"

GENERAL SPECIFICATIONS
GENERAL CONDITIONS

	<u>Page</u>
101. Definitions	J-2
102. Superintendence by Contractor	J-3
103. Subcontracts	J-3
104. Other Contracts	J-3
105. Fitting and Coordination of the Work	J-4
106. Mutual Responsibility of Contractor	J-4
107. Progress Schedule	J-4
108. Payments to Contractor	J-5
109. Changes in the Work	J-6
110. Changes in Subsurface Conditions	J-8
111. Claims for Extra Cost	J-8
112. Termination; Delays and Extensions; and Liquidated Damages	J-9
113. Assignment or Novation	J-11
114. Engineer's Authority	J-11
115. Technical Specifications and Contract Drawings	J-12
116. Shop Drawings	J-12
117. Requests for Supplementary Information	J-13
118. Materials and Workmanship	J-13
119. Samples, Certificates and Tests	J-14
120. Permits and Codes	J-16
121. Care of Work	J-17
122. Accident Prevention	J-18
123. Sanitary Facilities	J-18
124. Use of Premises	J-19
125. Removal of Debris, Cleaning, Etc.	J-19
126. Inspection/Acceptance of the Work	J-19
127. Review by Client	J-20
128. Final Inspection	J-20
129. Deductions for Uncorrected Work	J-21
130. Insurance	J-21
131. Patents	J-24
132. Warranty of Title	J-24
133. General Guarantee	J-24
134. Arbitration and Litigation	J-24
135. Risk of Loss	J-24
136. Required Provisions Deemed Inserted	J-25
137. Corrections	J-25
138. Safety Provisions	J-25
139. Night Work, Sundays and Holidays	J-26
140. Obstructions Encountered	J-26
141. Existing Utilities, Structures and Fixtures	J-26
142. Control of Existing Flows	J-27
143. Sewage, Surface, Groundwater and Flood Flows	J-27
144. Connecting to Existing Work	J-28
145. Existing Improvements	J-28
146. Access to Site	J-28
147. Access to Adjacent Properties	J-29
148. Use of Roadways	J-29
149. Snow Removal	J-29
150. Weather Conditions/Work in Freezing Weather	J-29
151. Intoxicating Liquors	J-30
152. Blasting	J-30
153. Human Rights	J-30
154. Indemnity Clause	J-31

155. Disputes.....	J-31
156. Pre-Construction Conference.....	J-31
157. Preservation of Natural Features	J-31
158. Lien Release.....	J-31
159. Project Completion	J-31
160. Final Acceptance	J-31

GENERAL CONDITIONS

Note: The headings of the articles herein are intended for the convenience of reference only and shall not be considered as having any bearing on their interpretation.

101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the Contract executed by the Client and the Contractor.
- b. The term "Local Public Agency" or "Agency" or "Client" or "Owner" means **Peekskill Presbyterian Church** which, is authorized to undertake this Contract.
- c. The term "Contractor" means the person, firm or corporation entering into the Contract with the Client to perform and complete the work involved in this Contract.
- d. The term "Subcontractor" means a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- e. The term "Project Area" means the site of the **Peekskill Presbyterian Church, South Washington and South Street Sidewalk Rehabilitation**, within which are the specified contract limits of the work to be performed in whole or in part under this Contract.
- f. The term "Engineer" or "Landscape Architect" means Westchester County **Design Staff**, and Engineer in charge, serving the Client with engineering services, its successor, or any other person or persons, employed by said Client for the purpose of administering the work embraced in this Contract, the said Engineer acting directly or indirectly through any assistant.
- g. The term "Local Government" or "Municipality" or "City" means the **City of Peekskill** within which the Project Area is situated.
- h. The term "Contract Documents" means and shall include the Documents listed in Article 3 of the Agreement.
- i. The term "Drawings" or "Contract Drawings" means the drawings listed in the Schedule of Drawings.
- j. The term "Technical Specifications" or "Supplemental Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates, the quality of materials to be furnished, the quality of workmanship required, measurement and payment.
- k. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Client to prospective Bidders prior to the time of receiving Bids.
- l. The term "Contract Documents" means and shall include the documents listed in Section D, Article 3 (Agreement).
- m. The term "Drawings" or "Contract Drawings" means the drawings listed in the Schedule of Drawings.

- n. The term "Specifications" or "Technical Specifications" or "Supplemental Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates, the quality of materials to be furnished, the quality of Workmanship required, measurement and payment.
- o. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Client to prospective Bidders prior to the time of receiving Bids.
- p. The term "Bid Due Date" means the date and time set forth in the Instruction to Bidders for the receipt of Bids, or any extension or adjournment of said date and time by the Authority/Company. The rights and obligations of the Bidders pursuant to the pertinent provisions in the Instructions to Bidders shall be effective as of that date and time only.
- q. The term "Work" means the Work and materials specified and the obligations imposed upon the Contractor under the Contract.

102. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives its personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Client and the Client's Engineer, for the work at all times during working hours with full authority to act for him/her/them. The Contractor shall also provide an adequate staff for the proper coordination and expediting of its work. Should, in the opinion of the Engineer, any language barrier exist between the superintendent and the Engineer, the Contractor will employ a qualified interpreter.
- b. Unless otherwise specified in the SPECIAL CONDITIONS, the Contractor shall lay out its own work including all surveys required and the Contractor shall be responsible for all work executed by him/her/them under the Contract. The Contractor shall verify all figures, elevations, etc. before proceeding with the work and will be held responsible for any error resulting from its failure to do so.

103. SUBCONTRACTS

- a. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work included in this Contract until it has submitted a Non-Collusive Affidavit from the Subcontractor on the form shown in the "Invitation for Bids, Instructions and Forms" and has received written approval of such Subcontractor from the Owner. Unless specifically permitted otherwise, the Contractor shall perform with its own organization and with the assistance of workmen under its immediate superintendence work amounting to not less than 50 percent of the original total Contract value for the project, exclusive of specialty items not commonly found in contracts for similar work or which require highly specialized knowledge, craftsmanship or equipment, not ordinarily available in the organization of contractors performing work of the character embraced in this Contract. Specialty items, if any, shall be specified elsewhere.
- b. No proposed Subcontractor shall be disapproved by the Client except for cause.
- c. The Contractor shall be as fully responsible to the Client for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by him/her/them.
- d. The Contractor shall cause appropriate provision to be inserted in all Subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the work embraced in this Contract.

e. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Client.

104. OTHER CONTRACTS

The Client reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and/or coordinate its work with theirs.

The Client may award, or may have awarded Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling its own work with that to be performed under other Contracts as may be directed by the Client. The Contractor shall not permit or commit any act which will interfere with the performance of work by another Contractor as scheduled.

Wherever work being done by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Client, to secure the completion of the various portions of the work in general harmony.

105. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors or materialmen engaged upon this Contract. The Contractor shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work. The Contractor shall, at its own expense, effect all cutting, fitting, or patching of its work required to make the same conform to the Contract Drawings and Specifications and, except with the consent of the Client, not to cut or otherwise alter the work of any other Contractor.

106. MUTUAL RESPONSIBILITY OF CONTRACTOR

If, through acts or neglect on the part of the Contractor, any other Contractor or Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Client on account of any damage alleged to have been so sustained, the Client will notify the Contractor, who shall defend at its own expense any suit based upon such claim, and, in any judgment or claims against the Client shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and will in all other respects, including, but not limited to attorney's fees and court costs, hold harmless the Client.

107. PROGRESS SCHEDULE

The Contractor shall (unless a Pre-Award Progress Schedule has been submitted and approved) submit within five (5) calendar days after execution of the Agreement, a carefully prepared realistic Progress Schedule showing the proposed dates of starting and completing of each and every item of work on each and every section of work in accordance with these Specifications and the SPECIAL CONDITIONS (PROGRESS SCHEDULE) if applicable to this specific Contract. The Progress Schedule shall include as a minimum:

- 1) The project name, number, (if any) and geographic location.
- 2) The contract time, contract beginning date, ending date and periods of shutdown, if any.

- 3) A listing of all items of work with the estimated contract cost, percentage of the total contract and periods of activity noted for each segment of the project.
- 4) The total estimated contract cost for each segment of the work and its percentage of the total contract.
- 5) The schedule will generally be set up along the following guidelines unless otherwise stated in the SPECIAL CONDITIONS under "PROGRESS SCHEDULE":
 - a. From intersection to intersection along a street or from station to station along the project. This will apply in street construction, utility construction or other LINEAR projects.)
 - b. By floor and/or room and trade. (This will generally apply in structures.)
 - c. For large area projects such as site work by SUB-AREA.

The initial requisition will not be approved for payment until said schedule is submitted. Said schedule will be revised or updated monthly unless otherwise permitted by the Engineer. No monthly payments will be approved without a revised/updated monthly Progress Schedule approved by the Engineer.

The Progress Schedule shall show the plan of construction and the proposed method of carrying out this work including a full statement of the equipment to be used. If the SPECIAL CONDITIONS include a "SEQUENCE OF OPERATIONS" and/or "WORK BY OTHERS", all operations referred to therein, together with any and all other operations critical to the timing of this project, shall be included in, proper sequence in the Progress Schedule.

108. PAYMENTS TO CONTRACTOR

1. Partial Payments

a. The Contractor shall prepare its requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for its approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting five percent (5%) of the total amount, to be retained until final payment. The total value of work completed to date shall be based on the in-field measurements & estimated quantities of work completed and on the unit prices contained in the Agreement. The value of materials properly stored on the site shall be based on the estimated quantities of such materials and the invoice prices as evidenced by a supplier's receipted invoice. Copies of all invoices shall be available for inspection of the Engineer.

b. Monthly or partial payments made by the Client to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor and it shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Client to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Client in all details.

2. Final Payment

a. After final inspection and acceptance by the Client and approval of Engineer of all work under the Contract, the Contractor shall prepare its requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable

unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to its furnishing the Client with a release in satisfactory form of all claims against the Client arising under and by virtue of its Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided elsewhere herein.

b. The Client, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Client deems the same necessary in order to protect its interest. The Client, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

c. Withholding of any amount due the Client under the section entitled "LIQUIDATED DAMAGES" under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

3. Withholding Payments

The Client may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Client and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Client and will not require the Client to determine or adjust any claims or disputes between the Contractor and its Subcontractors or material dealers, or to withhold any monies for their protection unless the Client elects to do so. The failure or refusal of the Client to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

4. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Client shall be made subject to submission by the Contractor of all written certifications required of him/her/them and its Subcontractors by the Section entitled CONTRACTOR'S CERTIFICATES under the GENERAL CONDITIONS.

109. CHANGES IN THE WORK

a. The Client may make changes in the Work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting Work therefrom, without invalidating the Contract. Any change order requires written approval from Westchester County and the Division.

b. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Client authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.

c. The Contractor agrees to perform any of the aforementioned changed Work, along with all other required Work found under the Contract, without delay and in accordance with good construction practices.

d. These changes outlined above may be made without relieving or releasing the Contractor from any of its obligations under the Contract provisions, and without affecting the validity of the

guarantee bonds, and without relieving or releasing the surety or sureties of said bonds. All such Work shall be executed under the terms of the original Contract unless it is provided otherwise.

e. All adjustments to the Contract payment provisions will be made in accordance with the following paragraphs.

f. If applicable unit prices are contained in the Contract (established as a result of either a Unit Price Bid or a Supplemental Schedule of Unit Prices), the Owner may order the Contractor to proceed with desired changes in the Work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract. However, if the quantities are more than 125% of the estimated amount, then the following paragraph shall apply.

g. If applicable unit prices are not contained in the Agreement or the actual quantities exceed 125% of the estimated amount, the Client shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from it covering the Work involved in the change after which the procedure shall be as follows:

1. If the change in the Work involves additional Work, the procedure shall be as follows:

a.) If the proposal is acceptable, the Client will prepare the Change Order in accordance herewith for acceptance by the Contractor; or

b.) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Client may order the Contractor to proceed with the Work on a Cost-Plus-Limited Basis. A Cost-Plus-Limited Basis is defined as the net cost of the Work to the Contractor plus an allowance to cover overhead and profit, as stipulated below, the total cost not to exceed a specified amount. The following allowances for overhead and profit are hereby established as reasonable and shall apply:

i.) Fifteen percent (15%) of the net cost of all labor furnished by the Contractor. For all labor the Contractor shall receive the rate of wage actually paid as shown by its certified payroll, which shall be at least the minimum rate established by the Contract Documents. For all foremen in direct charge of the Work, the Contractor shall receive the actual wage paid the foremen, as shown on its certified payroll. No part of the salary or expense of anyone above the grade of foreman and having general supervision of the Work will be included in the labor item.

ii). For the cost of all insurance and taxes imposed by law on labor employed on the Work, the Contractor shall receive the actual amount paid.

iii). Fifteen percent (15%) of the net cost of all materials used by the Contractor, less any allowable cash discounts, delivered on the Work, including delivery charges as shown by original receipted bills.

iv). Rental rates for any power operated machinery, trucks or equipment, which may be found necessary to use on Cost-Plus-Limited Work shall be negotiated between the Engineer and the Contractor. These rates shall be reasonable and shall be based on those rental rates prevailing in the area where such Work is to be done, and they shall be agreed upon in writing before the Work is begun. In no case shall the rental rates exceed the rates set up in the current edition of the "Associated Equipment Distributors Compilation of Rental Rates for Construction Equipment." Those rates shall include all repairs, fuel, lubricants, taxes, insurance, depreciation, storage and all attachments complete, ready to operate, but excluding operators. Operators and oilers (tenders) shall be paid as stated herein above for labor.

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

2. If the change in the Work requires a reduction in the Work involved, the procedure shall be as follows:

- a.) If the proposal is acceptable, the Client will prepare the Change Order in accordance therewith for acceptance by the Contractor; or
- b.) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Engineer shall fix the cost value of the credit.

The Client may then order the Contractor to proceed with the Work. Should the Contractor disagree with the cost value of the credit as fixed by the Engineer, the Contractor may appeal the same in accordance with the procedures outlined in the GENERAL CONDITIONS, ARBITRATION AND LITIGATION.

3. Each Change Order shall include in its final form:

- a.) A detailed description of the change in the Work.
- b.) The Contractor's proposal (if any) or a confirmed copy thereof.
- c.) A definite statement as to the resulting change in the Contract price and/or time.
- d.) The statement that all Work involved in the change shall be performed in accordance with Contract requirements except as modified by the Change Order.

4. Contractor shall not take advantage of any obvious error in the specifications or any such error in the drawings or other Contract Documents. Any obvious error or discrepancy in or between any of the Contract Documents will be immediately reported to the Engineer who shall make such corrections and interpretations as may be deemed necessary for the completion of the Work in a satisfactory and acceptable manner.

110. CHANGES IN SUBSURFACE CONDITIONS

In the event the Contractor shall, during the process of the work, encounter subsurface conditions (other than seasonal variations) which materially differ from those shown on or implied by the Contract Drawings or Specifications, and if said conditions could not reasonably have been foreseen by an inspection of the site prior to the Bid, and, further, if these changed subsurface conditions cause a loss to the Contractor, the Contractor shall be entitled to submit a request for additional compensation in accordance with "Claims for Extra Cost" of the General Conditions. The Contractor shall not be entitled to submit a request for additional compensation for changed subsurface conditions which vary seasonally, including but not limited to groundwater rise and fall, freezing/frost, etc.

Notice of the changed condition must be given to the Client and its Engineer as soon as the event occurs, so that the Client will have an opportunity to investigate the same and make any alteration which, in the sole discretion of the Client may be necessary. Such notice is a material condition which must be adhered to by the Contractor.

Prior to the Engineer or Client giving any consideration to the Contractor's request for additional compensation, the Contractor shall be obligated to submit a detailed description of the change.

The Engineer shall investigate the facts and shall notify the Client whether the conditions are or are not materially different from those shown or implied by the Contract Drawings or Specifications. The Client shall then notify the Contractor of its decision.

In the event of a favorable decision by the Client the Contractor shall be entitled to additional compensation and the amount of the additional compensation shall be determined in accordance with the provisions of the GENERAL CONDITIONS, CHANGES IN THE WORK.

In the event of an unfavorable decision by the Client, the Contractor shall have the right to contest said decision as provided for under the provisions of this Contract.

111. CLAIMS FOR EXTRA COST

a. All claims between the parties, including all claims for additional compensation and/or additional time, arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation, except those disputes covered by Federal Labor Standards Provisions under GENERAL CONDITIONS, shall within ten (10) days of the event or action giving rise to the claim be presented to the Engineer. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Engineer of notice thereof. The Contractor shall in no case allow any claim or dispute to delay the work.

b. As soon as practicable after the final submission of all information the Client shall make a determination of any claim. Said decision of the Client shall be a condition precedent to any further action on the claim. However, upon certification in writing by the claimant that the claim has been submitted in its final form, the Client shall be obliged to render a decision on said claim within sixty (60) days of the date of said certification. Should the Client fail to render its decision within the aforementioned sixty (60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.

c. There shall be no added compensation paid for delay to the Contractor unless the Client causes said delay by a material breach of this Contract and compliance with the foregoing notice provisions shall be a condition precedent to the prosecution of any such claim. In any claim for delay except for "Excusable Delays and Extensions of Time" as defined in the GENERAL CONDITIONS SECTION "TERMINATION"; "DELAYS AND EXTENSIONS"; "LIQUIDATED DAMAGES" wherein it is alleged that the Contractor's equipment was caused to remain idle, only one-half of the prevailing rental rates for use of said equipment will be considered as damages for idled equipment in order to allow for the absence of fair wear and tear, which is allowed for in prevailing rental rates for equipment usage.

d. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be considered unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonable estimated from the Drawings and maps issued.

e. If, on the basis of the available evidence, the Client determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Sections- "CHANGES IN THE WORK" or "TERMINATIONS; DELAYS AND EXTENSIONS; LIQUIDATED DAMAGES" of the GENERAL CONDITIONS, PART I.

f. In the event of an unfavorable decision by the Client, the Contractor shall have the right to contest said decision as provided for under the provisions of this Contract.

112. TERMINATION; DELAYS AND EXTENSIONS: LIQUIDATED DAMAGES

1. Termination of Contract. For its own convenience the Client may, at any time prior to the issuance of a Notice to Proceed, void the Contract by giving unequivocal and unconditional written notice of such avoidance to the Contractor and in the event of such avoidance the Client will not be liable to the Contractor for any claims or losses, including anticipated loss of profit and monies expended in anticipation of performance under the Contract.

At any time subsequent to the Notice to Proceed the Client may, at its own convenience, terminate the Contract by giving unequivocal and unconditional written notice of such termination to the Contractor. In the event of such termination by the Client, the Client shall be responsible to the Contractor for the following monies only, which monies shall be subject to legitimate charges of the Client against the Contractor:

- a. All reasonable costs incurred by the Contractor in performance of or in anticipation of performance of the Contract provided the Contractor shall take all reasonable steps to mitigate such damages including the return and/or re-sale of materials ordered; and
- b. A mark-up of 10% for profit and 10% for overhead on the reasonable cost of the work completed and in place, in accordance with the Contract Drawings and Specifications, to the date of termination. The Contractor shall remain responsible for the work completed, in accordance with the Contract provisions.

Should any work under this contract be subject to, or terminated by the action of any third party, governmental unit or court due to any ecological or other reason the rights of the Contractor to recover from the Owner shall be determined as set forth above.

The Client may give notice in writing to the Contractor and its Surety of any material breach of the Contract by the Contractor to include but not be limited to any of the following:

- a. Failure to begin the work under the Contract within the time specified.
- b. Failure to perform the work with sufficient workmen, equipment or materials to insure the prompt completion of said work.
- c. Unsuitable performance of the work or failure to perform new such work as shall be rejected as defective and unsuitable.
- d. Neglecting or refusing to remove material rejected as defective and unsuitable.
- e. Discontinuing the suitable prosecution of the work for a period of 72 hours, excluding Sundays and holidays without written authorization of the Engineer.
- f. Failure to commence discontinued work within 48 hours after notice to resume (excluding Sundays and holidays).
- g. Becoming insolvent or declared bankrupt, or commits any act of bankruptcy or insolvency.
- h. Allowing any final judgment to stand against him/her/them unsatisfied for a period of ten
(10) calendar days.
- i. Making any assignment for the benefit of creditors.

- j. Violating any covenants contained in the Contract Documents.

The Contractor or Surety within a period of ten (10) calendar days after such notice shall take all practical action to correct said material breach. Should said action fail to meet with the approval of the Client, the Client may, at its discretion, order the Surety to complete the work or, without violating the Contract, take the prosecution of the work out of the hands of said Contractor and Surety.

The Client may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement, either by negotiation or public letting, for the completion of said Contract according to the terms and provisions thereof, or use such other methods or combinations thereof, as in its opinion shall be required or desirable for the completion of said Contract in an acceptable manner. All costs and charges incurred by the Client together with the cost of completing the work under Contract, shall be deducted from any monies due or which may become due said Contractor. In case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Client the amount of said excess.

2. Excusable Delays and Extensions of Time. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

- a. To any acts of the Government, including equipment, tools, or by labor by reason of war, National Defense or any other national emergency.
- b. To any acts of the Client, its Engineer or Agents; or injunction or litigation against said Client.
- c. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the Client, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
- d. To any delay of any Subcontractor occasioned by any of the causes specified in subparagraphs 1, 2 and 3 of this paragraph "b".

Provided, however, that the Contractor promptly notify the Client within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Client shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Client shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

No claim for damages or any claim other than for an extension of time as herein provided shall be made or asserted against the Client by reason of any delay.

3. Liquidated Damage for Delay If the work is not completed within the time stipulated in Section - TIME FOR COMPLETION/NOTICE TO PROCEED under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Client as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section - LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and its sureties shall be liable to the Client for the amount thereof.

113. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the client provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Client.

No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

114. ENGINEER'S AUTHORITY

The Engineer will decide all questions which may arise in relation to the work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

115. TECHNICAL SPECIFICATIONS AND CONTRACT DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Contract Drawings or shown on the Contract Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between the Contract Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in the Contract Drawings or Technical Specifications, the matter shall be immediately submitted to the Client without whose decision, said discrepancy, shall not be adjusted by the Contractor. If said discrepancy is adjusted by Contractor without Client consent, it shall be at Contractor's own risk and expense.

116. SHOP DRAWINGS

a. All required shop drawings, machinery details, layout drawings, working drawings, material and equipment descriptions, etc., shall be submitted to the Engineer in six (6) copies for review sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. Four (4) weeks should be allowed for checking from the date of receipt by the Engineer. The Contractor, with the approval of the Engineer, may submit manufacturer's literature as a substitute for, or supplement to, the shop drawings, etc. The minimum size for any submission shall be 8-1/2" x 11" and the maximum size shall be the size of the Contract Drawings. All shop drawings, etc. and/or printed matter submitted shall be properly identified by project and specific application with reference to Contract Drawing number and specification items.

b. No construction, purchase, delivery, installation or work shall be done or made on any part or feature of this Contract which is dependent upon shop drawing review, until such review has been received from the Engineer. If the Contractor proceeds without reviewed shop drawings, it shall be at its own risk. No claim by the Contractor, for extension of the Contract time will be granted by reason of its failure in this respect. See also "Shop Drawing Schedule" if one is listed in the Special Conditions.

c. Shop drawings, etc., or printed matter shall give all dimensions, sizes, etc. to enable the Engineer to determine suitability of the construction, installation, material or layout for the

purposes intended. Where needed for clarity, the drawings shall include outline, sectional views and detailed working dimensions and designations of the kind of material, machine work, finish, etc., required. The drawings to be submitted shall be coordinated by the Contractor with any other drawings previously reviewed, with the design and function of any equipment or structure and the Contract Drawings.

d. **Any shop drawings, etc., submitted without the Contractor's stamp of approval will not be considered and will be returned to the Contractor for proper resubmission.** By approving and submitting shop drawings, etc., the Contractor thereby represents that it has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so and that it has checked and coordinated each shop drawing, etc. with the requirements of the work and of the Contract Documents.

e. If any drawings show variations from the requirements of the Contract because of standard shop practice and/or other reasons, the Contractor shall make specific mention of such variation in its letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of the contract price and/or time; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been reviewed.

f. After review, the submittals will be stamped "No Exceptions Taken," "Make Corrections Noted," "Amend and Resubmit" or "Rejected - See Remarks." Three (3) prints of "No Exceptions Taken" or "Make Corrections Noted" drawings will be returned to the Contractor for its use and distribution to its suppliers and/or Subcontractors. In the case of those stamped "Amend and Resubmit" or "Rejected - See Remarks," two (2) prints will be returned to the Contractor who shall make all indicated corrections and resubmit six (6) prints.

g. In any submission which is noted as "No Exceptions Taken" or "Make Corrections Noted", the review shall not extend to details or dimensions and shall not relieve the Contractor from its responsibility for compliance with the Contract Drawings and Specifications.

h. When the Contractor proposes a revision to a previously submitted shop drawing, etc., six (6) copies shall be resubmitted for review. This resubmittal shall clearly indicate, in a revision block, the date, description and location of the revision. The letter of transmittal shall state the reasons for the revision.

i. The Contractor shall furnish as many copies of the submittals as is necessary for the proper coordination of the work, and shall maintain a complete set of the reviewed submissions at the site of the work at all times.

j. Upon the final acceptance of the project, the Contractor shall, on request, furnish the Client with a complete set of shop drawing tracings or reproducible cloth reproductions of the shop drawing tracings.

There will be no direct payment made for any of the above submittals, or reproducible drawings if required, but the cost there of shall be considered as included in the general cost of the work.

117. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Client for any additional information not already in its possession which should be furnished by the Client under the terms of this Contract, and which it will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid

delay. Each request shall be in writing, and list the various items and latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this Section.

118. MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

b. All work performed and all materials furnished shall be, in conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances shown on the Contract Drawings or indicated in the Specifications.

c. The Contractor shall furnish to the Client for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing together with full information as to type, performance characteristics and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which it proposes to incorporate in the work. (See Section - SAMPLES, CERTIFICATES AND TESTS under GENERAL CONDITIONS, PART I.)

d. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

e. Materials specified by reference to the number or symbol of a specific standard, such as an American Society for Testing Materials Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.

f. The Contractor shall employ only competent and skillful men to do the work and whenever the Engineer shall notify the Contractor, in writing, that any man on the work is, in its opinion, incompetent or disorderly, the Contractor shall forthwith remove such person and shall not again employ him/her/them on any part of the work without the written consent of the Engineer.

g. The Client may stop any work or any part of the work under the Contract if the methods or conditions are such that unsatisfactory work might result, if improper materials or workmanship is being used, or unsafe conditions exist.

h. In the event the materials furnished or the work deviates from the requirements of the Contract Drawings and Specifications, but, in the opinion of the Client constitutes substantial performance, the Client may accept the same. Should the deviation in question result in a savings to the Contractor, the Client will be entitled to a credit in the full amount of said savings. Should the deviation in question result in an additional cost to the Contractor the Client will not be liable to the Contractor for such additional cost.

If the materials or the finished product in which the materials are used or the work performed are not in conformity with the Contract Drawings and Specifications and have resulted in an

inferior or unsatisfactory product, the work and materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

119. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall submit all samples, materials, certified test reports, materials certificates, certificates of compliance, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bonds. No such materials and/or equipment, etc., shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples/certificates/tests/etc., have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of the above for approval shall not be considered just cause for an extension of the Contract time.

b. Samples: Unless otherwise specified, the Contractor shall furnish the required samples without charge, and shall provide every facility for the securing of material samples. The Contractor shall provide means and assist in the verification of all scales, measures and other devices which it operates. Samples to be submitted shall be taken by the Engineer or a laboratory approved by the Client, unless otherwise specified. All materials being used shall be subject to resampling and testing at any time during their preparation and/or use.

All samples submitted by the Contractor shall be properly identified to include, but not be limited to, the project name, project number, item number and description of material, name of the producer, place of origin, and other detailed information which will assist the Engineer passing upon the acceptability of the sample. Certified test reports, materials certificates and/ or certificates of compliance required to be submitted with the samples or if permitted in lieu of samples, shall conform to the requirements stated hereafter.

c. Certified Test Report: A certified test report shall be a document containing a list of the dimensional, chemical, metallurgical, electrical and physical results obtained from an actual test of the materials involved, and shall certify that the materials meet the requirements of the Contract Drawings and Specifications, and shall also include the following information:

- (1) Item number and description of material
- (2) Date of manufacture
- (3) Date of testing
- (4) Name of organization to whom the material signed
- (5) Quantity of material represented, such as batch, lot, group, etc
- (6) Means of identifying the consignment, such as label, marking, lot number, etc
- (7) Date and method of shipment and
- (8) Name of organization performing tests.

The certified test report shall be signed by an authorized and responsible agent for the organization manufacturing the material, and it shall be notarized.

d. Materials Certificate. A materials certificate shall be a document certifying that the materials, components and equipment furnished, conform to all requirements of the Contract Drawings and Specifications, The document shall also include the following information:

- (1) Project to which the material is consigned.
- (2) Name of Contractor to whom material is supplied.
- (3) Item number and description of material.
- (4) Quantity of material represented by the certificate.

- (5) Means of identifying the consignment, such as label, marking, lot numbers, etc.
- (6) Date and method of shipment.

The materials certificate shall be signed by an authorized and responsible agent for the organization supplying the material, and it shall be notarized.

e. Certificate of Compliance. A certificate of compliance shall be a document certifying that the materials, components and equipment by the previously submitted certified test report and materials certificate, have been installed in the work and that they conform to all the requirements of the Contract Drawings and Specifications. The following information shall also be required on the document:

- (1) Project number.
- (2) Item number and description of material.
- (3) Quantity represented by the certificate.
- (4) Name of manufacturer.

The certificate of compliance shall be signed by an authorized and responsible agent for the prime Contractor, and shall be notarized.

f. Tests. Tests as required by the Specifications will be made in accordance with the latest revision to the Standard Method of American Association of State Highway Officials or the American Society for Testing and Materials in effect at the time of bidding, unless otherwise specified on the Contract Drawings or Special Conditions. Representative preliminary samples of the material proposed for use shall be submitted, without charge, by the Contractor or producer for examination and tested in accordance with specified methods. All materials being used are subject to test or rejection at any time during their preparation and use.

Materials will be rejected by the Engineer whenever, in its judgment, they fail to meet the requirements of the specifications.

The Client reserves the right to retest all materials which have been tested and accepted at the source of supply, after the same have been delivered, and to reject all materials which, when retested, do not meet the requirements of the specifications.

g. Approval/Acceptance. Approval of any materials shall be general only and shall not constitute a waiver of the Client's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as it deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

The Engineer may accept a material or combination of materials and therefore waive noncomplying test results provided that all of the following conditions are met:

- 1. Results of prior and subsequent series of tests of the material or materials from the same source or sources are found satisfactory.
- 2. The incidence and degree of nonconformance with the specification requirements are, in the Engineer's judgment within reasonable and particle limits.
- 3. The Contractor has diligently exercised material controls consistent with good practices in the Engineer's judgment.
- 4. No adverse effect on the value or serviceability of the completed work could result.

h. Costs. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follow:

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer and the Client shall pay all other testing costs of said samples.
- (2) The Contractor shall assume all costs of retesting materials which fail to meet Contract requirements.
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient or for those specified.

120. PERMITS AND CODES

a. The Contractor shall give all notices required by and shall observe and comply with all Federal and State laws and Local bylaws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders or decrees as may exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall indemnify and save harmless the Client and all of its representatives, against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree, whether by him/her/themself or its employees. All construction, work and/or utility installations shall comply with all applicable ordinances and/or codes including any and all written waivers thereto.

Before commencing any work, the Contractor shall examine the Contract Drawings and Specifications for compliance with applicable ordinances, codes, etc., and shall immediately report any discrepancy to the Client. Where the requirements of the Contract Drawings and Specifications fail to comply with such applicable ordinances, codes, etc., the Client will adjust the Contract by Change Order to conform to such ordinances, codes, etc., (unless waivers in writing covering the differences have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction or work and/or install any utility at variance with any applicable ordinance, code, etc., including any written waivers (notwithstanding the fact that such installation is in compliance with the Contract Drawings and Specifications), the Contractor shall remove such work without cost to the Client, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

b. Unless otherwise specified, the Contractor shall at its own expense, secure and pay to the appropriate department of the Local/State/Federal Government the fees or charges for all permits including but not limited to those required for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas, and sewer permits, etc., required by the regulatory body or any of its agencies.

c. The Contractor shall comply with applicable Local/State/ Federal laws, ordinances, codes, etc., governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the work under this Contract.

121. CARE OF WORK

a. The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Client.

Materials shall be stored so as to insure the preservation of their quality and fitness for the work and shall be located so as to facilitate prompt inspection. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and when directed, shall be placed in weatherproof buildings.

Stored materials, even though approved before storage, shall be inspected prior to their use in the work and shall meet the requirements of the specifications at the time it is proposed to use them.

b. The Contractor shall at its sole expense and without any additional cost to the Client provide watchmen and/or other security measures as may be reasonably required to properly protect and care for materials and work completed, and to otherwise prevent property damage and/or personal injury.

c. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Client, is authorized to act at its discretion to prevent such threaten loss or injury, and it shall so act. The Contractor shall likewise act if instructed to do so by the Client. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Client as provided in the Section - CHANGES IN THE WORK under GENERAL CONDITIONS.

d. The Contractor shall avoid damage as a result of its operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and the Contractor shall at its own expense completely repair any damage thereto caused by its operations.

e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Client, the Local Government, and the Engineer from any damages on account of settlements or the loss of lateral support of adjoining property and front all loss or expense and all damages for which the Client, the local Government and the Engineer may become liable in consequence of such injury or damage to the work or adjoining and adjacent structures and/or their premises.

122. ACCIDENT PREVENTION

a. The Contractor shall exercise proper precautions and safety measures at all times for the protection of persons and/ or property and shall be responsible for all injuries and/or damages to all persons and/or property, either on or off the site, which occur as a result of its prosecution of the work under this Contract. The safety provisions of all applicable Local/State/Federal laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Client may determine to be reasonably necessary.

Machinery, equipment and trucks shall be properly guarded, and operational hazards shall be eliminated in accordance with the provisions and intent of the latest revised edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law. A copy

of this manual shall be available for reference at all times in the Contractor's field office. The Contractor's attention is also called to the Section - SAFETY PROVISIONS of the GENERAL CONDITIONS.

b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on the work under this Contract in accordance with the requirements of the applicable State/Local/ Federal regulations. The Contractor shall promptly furnish the Client with reports concerning these matters.

c. The Contractor shall indemnify and save harmless the Client, Local Government and the Engineer from any and all claims for damages resulting from personal injury, death and/or property damage, suffered or alleged to have been suffered, by any person as a result of any work conducted under this Contract. See also the Section INDEMNITY CLAUSE of the GENERAL CONDITIONS.

123. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the Health/Sanitary Codes of the Local/State/Federal Government. Drinking water shall also be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health/ sanitary regulations.

124. USE OF PREMISES

a. The Contractor shall confine its equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Client, and shall not unreasonably encumber the site or public rights of way with its materials and construction equipment. Acquisition of storage and staging areas will be the responsibility of the Contractor. It is agreed and understood that the Municipality will not be liable for the loss or unauthorized use of materials, equipment, storage containers, tools or other property of the Contractor or his workmen.

b. The Contractor shall comply with all instructions of the Client, Engineer and the ordinances, codes, etc., of the Local/State/Federal Government, regarding signs, advertising, traffic, fires, explosives, danger signals, barricades, etc.

c. See also PARTIAL USE OF IMPROVEMENTS of the SPECIAL CONDITIONS.

125. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, prior to final inspection, the Contractor shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Client and existing Local/State/Federal regulations.

The cost of all required clean-up shall be included in the various prices bid under this Contract.

126. INSPECTION/ACCEPTANCE OF THE WORK

a. All materials and workmanship shall be subject to inspection, examination or test by the Client and the Engineer to determine the acceptability of the work at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on and the Contractor shall provide proper facilities for such access and inspection. The Client or Engineer shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Client may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which are due or may become due the Contractor, without prejudice to any rights or remedies of the Client.

b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section - SAMPLES, CERTIFICATES AND TESTS, under the GENERAL CONDITIONS, PART I.) All tests by the Client or Engineer will be performed in such manner as not to delay the work unnecessarily and shall be made as required by the Technical Specifications.

c. If the specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specifically tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the Engineer (such as a testing organization designated by the Client, of the date fixed for such inspection. If any work, should be covered up without approval or consent of the Engineer, the Contractor must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

The Contractor shall notify the Engineer sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Engineer or Client, the Contractor shall uncover for inspection and recover such facilities all at its own expense, when so requested by the Client or Engineer.

Should it be considered necessary or advisable by the Engineer or Client at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective due to the fault of the Contractor or its Subcontractors, it shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, payment under the provisions of the GENERAL SPECIFICATIONS, CHANGES IN THE WORK, shall be allowed the Contractor and it shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

d. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

e. Neither inspection, testing, approval nor acceptance of the work in whole or in part by the Client or its agents shall relieve the Contractor or its sureties of the full responsibility for materials furnished or work performed not in strict accordance with the Contract.

127. REVIEW BY CLIENT

The Client, its authorized representatives and agents and the HUD Representative for the Administrator (as defined under GENERAL CONDITIONS) shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices and other relevant data and records (retained for a minimum 3 years) pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Client through its authorized representatives or agents.

128. FINAL INSPECTION

When the improvements embraced in this Contract are substantially completed, the Contractor shall notify the Client in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Client having charge of inspection. If the Client determines that the status of the improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party may also include the representative of the Federal Agency(HUD), other Governmental Agencies, and representatives of each department of the Local Government having in charge improvements of like character when such improvements are later to be accepted by the Local Government.

129. DEDUCTIONS FOR UNCORRECTED WORK

If the Client deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Client and subject to settlement, in case of dispute, as herein provided.

130. INSURANCE

The limits of coverage required for the Contract are described in the Bidding Documents under Section H "Insurance".

131. PATENTS

The Contractor shall hold and save the Client and Engineer, their officers, and employees, harmless from liability of any nature or kind, including but not limited to court costs and attorney's fees, for or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Client, unless otherwise specifically stipulated in the Technical Specifications.

132. WARRANTY OF TITLE

No material, supplies or equipment incorporated or to be incorporated in the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him/her/them to the Client free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however,

shall defeat or impair the right of person furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Client. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

133. GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Client or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twenty-four (24) months from the date of final acceptance of the work. The Client will give notice of defective materials and work with reasonable promptness.

134. ARBITRATION AND LITIGATION

Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall at the option of the Client be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. The Client shall exercise its option to arbitrate concurrent with the rendering of its final decision on the claim. Should it fail to render a final decision within the prescribed time or fail to exercise its option, the claim will be determined in accordance with the Rules of the American Arbitration Association as herein, before stated.

135. RISK OF LOSS

The Client assumes no responsibility for the condition of existing buildings and structures and other property on the Project Area nor for their continuance in the condition existing at the time of issuance of the Invitation for Bids or thereafter. No adjustment of Contract Price or allowance for any change in conditions which may occur after the Invitation for Bids has been issued will be made except as provided for herein.

136. REQUIRED PROVISIONS DEEMED INSERTED

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 or correction.

137. CORRECTIONS

The Engineer shall have the right to correct any errors or omissions in the Contract, specifications or Contract Drawings when such corrections are necessary for the proper expression of their intent.

Such corrections shall take effect from the time that the Engineer gives notice thereof, and any alterations in the work rendered necessary thereby shall be made as corrected. Any conflict between the approved Contract Drawings and Specifications, or any disagreement in measurements upon the Contract Drawings' must be submitted to the Engineer before construction of the work.

138. SAFETY PROVISIONS

The safety provisions of applicable laws, building and construction codes and the safety codes approved by the State Labor Commissioner shall be observed.

The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify the Engineer's representative on the job site.

The Contractor shall employ watchmen on the work as necessary and shall erect and maintain such strong and suitable barriers and such lights as will effectually prevent the happening of any accident to health, limb or property. Lights shall be maintained between the hours of sunset and sunrise, and during periods of low visibility.

If at any time in the opinion of the Engineer, the work is not properly lighted, barricaded and in all respects safe, both in respect to public travel or adjacent property, public or private, and if under such circumstances the Contractor does not or cannot immediately put the same into proper and approved condition, or if the Contractor or its representative is not upon the ground so that it can be immediately notified of the insufficiency of safety precautions, then the Engineer may put the work into such a condition that it shall be, in its opinion, in all respects safe and the Contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him/her/them or by the Engineer. Such action of the Engineer, or its failure to take such action shall in no way relieve the Contractor of the entire responsibility for any cost, loss or damage by any party sustained on account of the insufficiency of the safety precautions taken by him/her/them or by the Engineer acting under authority of this section.

139. TIME OF WORK

Unless otherwise especially permitted, work shall be done only during the hours of 8:00 am and 4:00 pm daily, Monday through Friday. No work shall be done during nights, except as necessary for the protection of the public and the proper care of work already performed. If it shall become imperative to perform new work beyond the time limits stipulated above, the Owner shall be informed a reasonable time in advance of the beginning of such work. The Engineer must be present and the Contractor shall bear the costs for their inspection. The Contractor shall obey all local ordinances and shall obtain any waiver necessary for working beyond the limits specified and shall perform required neighborhood notifications. Should the contractor elect to work Saturdays, the Contractor shall bear the costs for inspection and Municipal employee's time at the site if necessary.

Only with the prior approval of the Engineer shall night work or work on Sundays or legal holidays requiring the presence of the Engineer be permitted except for emergencies or as specified elsewhere. Should night work be permitted or required, the lighting and other facilities which are necessary for performing such work must be provided by the Contractor and comply with the applicable safety codes.

140. OBSTRUCTIONS ENCOUNTERED

In addition to showing the construction under this Contract, the drawings show certain information obtained by the Client regarding conditions and features which exist at the site of the work, both at and below the surface of the ground. The Client and the Engineer expressly

disclaim any responsibility for the accuracy or completeness of the information given on the drawings with regard to the existing conditions and features and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information except as provided under the Sections CHANGES IN SUBSURFACE CONDITIONS and EXISTING UTILITIES, STRUCTURES AND FIXTURES of the GENERAL CONDITIONS. It is specifically called to the Contractor's attention that all services, laterals, etc., are not shown on the Contract drawings and it shall be its responsibility to locate and protect the same; see paragraph 26 of the Special Conditions Section. The information which is shown is only for the convenience of the Contractor, who must verify this information to its own satisfaction. The giving of this information upon the Contract Drawings will not relieve the Contractor of its obligations to support and protect all existing utilities, structures and fixtures which may be encountered during the construction of the work, except as provided in the Section EXISTING UTILITIES, STRUCTURES AND FIXTURES of the GENERAL CONDITIONS..

141. EXISTING UTILITIES, STRUCTURES AND FIXTURES

The contractor shall be responsible for the preservation of all public and private underground and surface utilities/structures at or adjacent to the construction work; insofar as they may be endangered by the work. This shall hold true whether or not they are shown on the contract drawings. If they are shown on the drawings, the Municipality does not guarantee their locations even though the information will be from the best available sources.

The contractor shall give ample and reasonable notice to all private, corporate or municipal owners before work is done near their utility or structure; shall properly protect all utilities/structures encountered; shall at their expense repair/replace any items that are damaged; and shall proceed with caution to prevent undue interruptions to utility services.

Should it become necessary for the Contractor to remove or relocate any utilities, structures or other fixtures, due to a grade and alignment conflict which would require the proposed utility, structure or fixture (Not trench excavation, sheeting or other construction features) to occupy the same space as the existing pipe, pole, conduit and/or other fixture, such removal or relocation will be paid for in accordance with the provisions for CHANGES IN THE WORK of the GENERAL CONDITIONS. Should said utilities, structures or other fixtures be removed or relocated by the Owner or the respective utility companies at no cost to the Contractor, no payment will be made therefore.

Prior to any removal or relocation of existing facilities, structures or fixtures, the Contractor shall notify the Engineer of the location and the circumstances and shall cease work (which might prove detrimental to the utility, structure or fixture encountered) if necessary until satisfactory arrangements have been made with the owners of the same to properly care for them.

Should it be necessary to cease work and a delay is caused thereby, the Contractor shall have no claim for damages or any claim other than for an extension of time. See GENERAL CONDITIONS, CLAIMS FOR EXTRA COST.

If the Contractor desires temporary changes of location for its convenience for any reason whatsoever, of water lines, gas lines, sewer lines, wire lines, service connections, water and gas meter boxes, valve boxes, light standards, cableways, signals and any other utilities, structures or fixtures, the Contractor shall satisfy the Engineer and Client that the proposed relocation does not interfere with its or other Contractor's operations, or the requirements of the Contract Drawings and does not cause an obstruction or a hazard to traffic. The Contractor shall make its own request to the utility companies, pipe owners or other parties affected for such relocation work. Such relocation work for the convenience of the Contractor shall be made solely at the Contractor's expense.

The Contractor shall not remove or relocate any utility, structure or fixture without the written approval of the owner of that utility, structure or fixture unless otherwise shown on the Contract Drawings, specifications or ordered by the Engineer.

142. CONTROL OF EXISTING FLOWS

During the construction of all proposed work, the Contractor shall take every precaution and do the necessary work to maintain the flow of storm drainage, sanitary sewage and natural flows through the working areas. The Contractor is solely responsible for providing its flow control system and there shall be no separate payment for the required work. The Contractor shall be responsible for any flooding or sanitary backup on its work and to the property owners affected by such flooding or backup. The Contractor shall make such provisions as may be required by the local, state or federal health officers or any other public bodies with jurisdiction over the flow of storm drainage, sanitary seepage and natural flows.

In the event the Contractor uses water from natural water sources for its operations, intake method shall be such as to create no harmful effects; and where water is taken from a stream, reasonable flow downstream from the intake shall be maintained.

143. SEWAGE, SURFACE, GROUNDWATER AND FLOOD FLOWS

The Contractor shall furnish all the necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling any sewage, seepage, storm, groundwater, surface and flood flows which may be encountered at any time during the construction of the work. The manner of providing for these flows shall meet the approval of the Engineer and the entire cost of said work shall be included in the unit or lump sum prices bid for the various items of the work to be done under this Contract.

The Contractor shall employ such feasible and practical methods in its operations as will prevent pollution, sedimentation or the introduction of impurities or other objectionable materials that may become suspended or dissolved in waters reaching streams, ponds, lakes, water supplies or other water bodies.

Water shall not be disposed of by discharging it into any street gutter, drainage channel, existing drainage system, natural stream, waterway, lake, pond or bog, etc. without the prior approval of the Authority having jurisdiction thereof. Should such approval be obtained, the Contractor shall ensure that no solids, debris, suspended soil particles, impurities or pollutants are allowed to enter the drainage system. The Contractor shall be fully responsible for any damages to these systems resulting from its disposal methods and any necessary measures (such as but not limited to cleanup) required to return the system to preconstruction conditions. In addition to the above, disposal on private property shall be only with the prior written permission of the property owner.

Any water used for any purpose by the Contractor shall not be discharged in such a way as to create pollution, sedimentation or other adverse effects upon the aforementioned streams or waters.

144. CONNECTING TO EXISTING WORK

The Contractor shall remove such existing masonry, concrete, equipment and piping as is necessary, in order to make the proper connections to the existing work at the locations shown. Also, the Contractor shall make the necessary pipe line, roadway and other connections at the several points in order that on completion of this Contract, water, sewage, or storm water, as the case may be, will flow through the several pipe lines and structures. Unless otherwise specified herein, no extra payment will be made for this work, but the entire cost of the same shall be

included in the unit or lump sum prices bid for the various items of the work to be done under this Contract.

145. EXISTING IMPROVEMENTS

The Contractor shall conduct its work so as to minimize damage to existing improvements, except where specifically stated otherwise in the specifications or drawings; it will be the responsibility of the Contractor to restore, as nearly as practical, to their original conditions all improvements on public or private property damaged by its operations.

The utility mains, ducts, poles and services in the construction area, where shown on the Contract Drawings are at the approximate locations furnished by various utilities concerned. These locations are subject to possible errors in the source of the information; also, errors in transcription. The Contractor shall make certain of the exact location of mains, ducts, poles and services prior to excavation or construction near the same.

The various utility companies have been made aware of the pending construction and are generally familiar with the locations of conflicts in the case of the proposed construction. The various utility companies will make all adjustments to their own lines except where otherwise shown on the Contract Drawings or specified. The Contractor shall give ample notice to the various utilities so that existing lines can be marked in the field and adjustments made. The Contractor shall cooperate fully with the various utilities and shall plan its work so that least interference is caused for all parties concerned. No additional payments shall be made to the Contractor for delays caused by utility interference due to negligence on the part of the Contractor. The Contractor shall support all utility lines uncovered during excavation.

146. ACCESS TO SITE

The Contractor shall make every effort to minimize damage to all access routes, and the Contractor shall be required to restore them to their original condition. The Contractor shall acquire all necessary permits for working in, on or from public streets or rights-of-way and for securing additional access rights thereto.

All costs of the removal and restoration to original condition of walls, fences, structures, utility lines, poles, guy wires or anchors, and other improvements required for passage of the Contractor's equipment shall be borne by the Contractor. The Contractor shall notify the proper authorities of the Local Government and all utilities of any intended modification or disruption to their property prior to the start of construction and shall cooperate with them in the scheduling and performance of its operation.

If the Contractor, by direct negotiation and bargain with any land owner, lessee or tenant, has secured for him/her/themself any right to use more space or greater privileges than the space provided by the Client for purposes incidental to the performance of the Contract, the Contractor shall, upon request of the Engineer, furnish to the Engineer proper evidence that such additional rights have been properly secured and assurance that no damage to or claim upon the Client and/or **Municipality** will arise therefrom. The Client and/or **Municipality** shall not be liable in any way for any expense incurred by the Contractor in securing any such right to use additional property.

The Contractor shall be responsible for and reimburse the Client and/or Local Government and others for any and all losses, damage or expense which the Client and/or Local Government or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and rights-of-way provided by the Client to the

Contractor or any violation or disregard of the terms and conditions established for the use or occupancy of those rights or for negligence in the exercise of those rights.

The Client may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Client and/or Local Government against loss or expense by reason of the failure of the Contractor to observe the limits and conditions of the rights-of-way, rights-of-access, etc. provided by the Client.

147. ACCESS TO ADJACENT PROPERTIES

The Contractor shall at all times maintain vehicular and pedestrian access to all properties abutting or adjacent to construction under this Contract, all at the Contractor's sole expense. In the event that normal access is cut off to a particular property due to operations or proposed work called for under the Contract, the Contractor shall, at its sole expense, make other arrangements for access to said property satisfactory to the property owner, tenant and the Engineer.

148. USE OF ROADWAYS

During the progress of the work, the Contractor shall make ample provision for both vehicular and foot traffic on any public road, and shall indemnify and save harmless the Client from any expense whatsoever due to its operations on/over said roadways. The Contractor shall also provide free access to all fire hydrants, water and gas valves located along the line or in the vicinity of its work. Gutters and waterways must be kept open or other provisions made for the removal of storm water. Roadway intersections may be blocked but one-half at a time and the Contractor shall lay and maintain temporary driveways, bridges and crossings, such as in the opinion of the Engineer are necessary to reasonably accommodate the public and to provide access to private driveways. In the event of the Contractor's failure to comply with these provisions, the Client may cause the same to be done, and will deduct the cost of such work from any monies due or to become due the Contractor under this Contract, but the performance of such work by the Client or at its insistence shall serve in no way to release the Contractor from its general or particular liability for the safety of the public or the work.

149. SNOW REMOVAL

If the Contractor's operations or occupancy of any public street or highway, or the rough surfaces over any trench or area being maintained by the Contractor, shall interfere with the removal or plowing of snow or ice by the public authorities or land owners. or sanding of icy surfaces, in the ordinary manner with regular highway equipment, then the Contractor shall perform such services for the said public authorities or owners without charge; or failing to do so, shall reimburse the said authorities, Client for any additional cost to them for doing such work occasioned by the conditions arising from the Contractor's operations, occupancy or trench surfaces, together with any damage to the equipment of said parties by those conditions, or claims of any party for damage or injury or loss by reason of failure to remove snow or ice or to sand the icy spots under those conditions.

150. WEATHER CONDITIONS/WORK IN FREEZING WEATHER

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause its Subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors so to protect its and their work, such materials shall be removed and replaced at the expense of the Contractor.

Unless written permission be given, work liable to be affected by frost or freezing shall be suspended during freezing weather. When work proceeds under such a condition the Contractor shall provide approved facilities for heating the materials and for protecting the finished work.

151. INTOXICATING LIQUORS

The Contractor shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work specified in this Contract or upon any of the grounds occupied by him/her/them or by its employees.

152. BLASTING

If explosives are used, all requirements for transportation, use and storage of Local, State and Federal laws and regulations must be complied with and all necessary permits and licenses obtained by the Contractor at its expense. Permits and licenses must be shown to the Engineer on request.

Explosives must be carefully transported, stored, handled and used. The Contractor will keep on the job only such quantities of explosives as may be needed for the work underway and only during such time as they are being used. Explosives shall be stored in a secure manner in locked containers and separate from all tools. Caps and detonators shall be stored separate from other explosives. When the need for explosives is ended, all such material remaining on the job shall be promptly removed from the premise. Care must be taken that no explosives, caps or detonators are stolen or get into the hands of unauthorized persons or left unguarded where they may cause accidents.

An accurate blasting log must be maintained continuously for the duration of the Contract. The log shall record, for each shot, the location, amount of holes, depth, spacing, amount of explosive per hole, number of caps used and the exact date and time of the blast. In addition, a sketch showing displacement of direct and delay caps for each shot shall be recorded.

Explosives shall be such power and placed and used in such quantities and positions as will not make the excavation unduly large, nor shatter unnecessarily the rock upon or against which the main or structure is to be built, nor injure adjacent persons or property, those portions of the new work or structure as may already be in place or other adjacent pipes, ducts or other structures. The quantity of explosives fired at one blast must be small enough and the time for blasting selected to avoid undue annoyance to persons owning or occupying premises near the work.

The rock must be completely matted when blasts are fired to prevent damage or injury to persons or property or the scattering of broken fragments on the adjacent ground. Adequate warning shall be given to all persons in the vicinity before any blast is discharged.

When blasting is required, the operation shall be conducted with such care as not to cause damage to any of the existing underground utilities. Should such occur, the cost of repairs shall be the sole responsibility of the Contractor.

When blasting for trench excavation, each shot sequence shall begin sufficiently ahead of completed work to prevent damage to the completed work which must be properly protected prior to each shot.

The provisions herein shall apply where soil formation resembles rock, whether in trench, structure or general excavation, even if it is of such a nature that it is not classified and paid for as rock excavation, and if so ordered by the Engineer, will apply to openings cut through masonry, nested boulders or other materials not herein classed as rock.

In areas where the proposed construction is built against the face of rock excavation, all loosened or shattered portions of the rock must be completely removed by barring, wedging or other approved means so the masonry can be built firmly in contact with solid rock.

The Contractor shall notify each public utility or others having structures in proximity to the site, and others who may be affected, of its intention to use explosives. Said notice shall be given in accordance with the applicable regulations therefore and sufficiently in advance to enable the involved agencies/companies/persons and the Contractor to take such steps as may be necessary to protect life and property. Such notice shall not in any way relieve the Contractor of responsibility for any damage resulting from its blasting operations.

When in sufficiently close proximity to existing gas, water, sanitary, storm, subway or other utilities and structures and all services connected thereto, the Contractor shall remove the rock by methods other than blasting, if necessary, in order to protect said utilities and their services from damage. Approved methods other than blasting are barring and wedging, jack hammer, drilling, rock jacks or other such hand or machinery methods which will not damage the adjacent utility.

No explosives shall be brought into, stored or used on the site of any job by the Contractor unless and until the Contractor shall have furnished the Engineer with a satisfactory certificate of insurance showing that the risks arising from the presence of and use of explosives and from blasting are included within the insurance provided by the Contractor to secure its obligations to the Owner. Insurance should also cover damage to any underground utilities or other underground facilities.

153. HUMAN RIGHTS

The Contractor (and its Subcontractors) shall comply with all labor laws including:

Federal Labor Law FAR subparts 22.13, Equal Opportunity for Veterans and its related clauses and provisions and FAR subpart 22.14, Employment of Workers and Disabilities.

Existing U.S. laws on civil rights, nondiscrimination, or any laws that generally apply to a company regardless of whether it is a government contractor.

The New York State Human Rights Law, Article 15 of the Executive Law, Prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodations for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

Westchester County Human Rights Law, Chapter 700 Human Rights, Article 1 Human Rights Law, Section 700.03 Unlawful discriminatory practices in employment. Incidents of discrimination will be reported to the Westchester County Human Rights commission at 914-995-9500 or by email at HumanRights@westchestercountyny.gov or report an incident anonymously on the

Report Incidents of hate, Bias or Discrimination form. The Human Rights Commission does not share immigration status information with other agencies. The Human Rights Commission provides language assistance services.

154. INDEMNITY CLAUSE

The Contractor (and its Subcontractors) shall, during the performance of this work, take necessary precautions and place proper guards for the prevention of accidents; shall keep up all night suitable and sufficient lights and barricades; shall fully comply with the Occupational Safety and Health Act of 1970 and all other Federal, State and Local Regulations including any and all amendments, revisions and additions thereto; shall relieve the Owner, the **Municipality**, the Engineers and their employees, officers and agents from liability for consequent damages arising out of work performed under this Contract including delay, loss of business, damages to life or property caused as a result of damage, injury or other action by the Contractor (or its Subcontractors), direct or indirect; and shall indemnify and save harmless the Owner, the **Municipality**, the Engineers, and their employees, officers and agents from any and all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons and/or for all property damage of another resulting from noncompliance, unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding or protecting the same, or from any improper methods, materials, implements or appliances used in performance of the work, or by on account of any direct or indirect act or omission of the Contractor (or its Subcontractors) or its employees or agents, and whether or not active or concurrent negligent act or omission by the employees, officers, or agents of the Client, **Municipality** or Engineer may have directly or indirectly caused or contributed thereto.

155. DISPUTES

a. All disputes between the parties arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation, except those disputes covered by Federal Labor Standards Provisions under GENERAL CONDITIONS shall within ten (10) days of the event or action giving rise to the dispute be presented to the Engineer. All papers pertaining to the dispute shall be filed in quadruplicate. Such notice shall state the facts surrounding the dispute in sufficient detail to identify the dispute, together with its character and scope. In the meantime, the Contractor shall proceed with the work under this Contract as directed. Any dispute not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the dispute is of a continuing character and notice of the dispute is not given within ten (10) days of its commencement, the dispute will be considered only for a period commencing ten (10) days prior to the receipt by the Engineer of notice thereof. The Contractor shall in no case allow any dispute delay the work under this Contract.

b. As soon as practicable after the final submission of all information the Owner shall make a determination of the dispute. Said decision of the Owner shall be a condition precedent to any further action on the dispute. However, upon certification in writing by the claimant that the dispute has been submitted in its final form, the Owner shall be obliged to render a decision on said dispute within sixty (60) days of the date of said certification. Should the Owner fail to render its decision within the aforementioned sixty (60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.

c. Each decision by the Client will be in writing and will be mailed to the contractor by registered or certified mail, return receipt requested, directed to its last known address.

d. In the event of an unfavorable decision by the Client, the Contractor shall have the right to contest said decision as provided for under the provision of this Contract. The Contractor shall in no case allow the dispute or decision to delay any work but shall notify the Owner promptly that it

is proceeding with the work under protest and it may then accept the matter in question from the final release.

156. PRE-CONSTRUCTION CONFERENCE

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

157. PRESERVATION OF NATURAL FEATURES

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

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

158. LIEN RELEASE

Prior to receiving Final Payment, the Contractor must provide a Lien Release covering any and all claims against the municipality arising from this Contract. This Lien Release must be in a form acceptable and approved by the municipality.

159. PROJECT COMPLETION

After a punch list is sent to the Contractor, (s)he shall complete all work within thirty (30) days from the date of the list. This shall include all unfinished work, testing and adjusting all systems; providing all test reports; instructions to Owner, maintenance manuals; certificates of approval and completion; and warranties.

160. FINAL ACCEPTANCE

Final Acceptance of the Work of this contract shall require a certified Letter of Final Acceptance (LFA) written to the Contractor by the Engineer. The LFA shall not be issued by the Engineer until he is fully satisfied that ALL construction obligations of the Contractor under this Contract have been met in full.

SECTION K

GENERAL SPECIFICATIONS - SPECIAL CONDITIONS

Table of Contents

	Page
1. Project Site	K-2
2. Time for Completion/Notice to Proceed	K-2
3. Liquidated Damages.....	K-2
4. Responsibilities of Contractor.....	K-2
5. Communications	K-2
6. Signs.....	K-3
7. Contract Documents and Drawings.....	K-3
8. Job Offices.....	K-3
9. Partial Use of Improvements	K-3
10. Railroad Crossings.....	K-3
11. Maintenance of Access, Protection of Public Utilities	K-3
12. Temporary Light, Power, Heat and Water	K-4
13. Unforeseen Difficulties.....	K-4
14. Photographs of Project.....	K-4
15. Maintenance of Traffic.....	K-5
16. Work in State or County Roads	K-5
17. Insurance	K-5
18. Layout of Work	K-5
19. Work by Others.....	K-6
20. Schedule of Drawings.....	K-6
21. Contractor's Work and Storage Area.....	K-7
22. "Or Equal" Clause.....	K-7
23. Temporary Water Main Shutdown.....	K-7
24. Record Drawings	K-7
25. Groundwater and Water	K-7
26. Construction, Excavation and Demolition Operations.....	K-8
at or Near Underground Facilities	
27. Compliance with Air and Water Acts	K-8
28. General Municipal Laws of New York State	K-8
29. Damages, Vandalism and Graffiti.....	K-10
30. Existing Utilities; Utilities Service.....	K-10
31. Mandatory Osha Construction Safety And Health Training.....	K-10
32. Site Specific COVID Safety Plan(not needed).....	K-11

SPECIAL CONDITIONS

1. PROJECT SITE

The location of the sidewalk improvements is on **Washington Street and South Street, in front of 705 South Street in the City of Peekskill.**

2. TIME FOR COMPLETION/NOTICE TO PROCEED

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor and shall be fully completed within 90 consecutive calendar days thereafter or as modified in accordance with the GENERAL CONDITIONS.

The Contractor will be bound to the performance of the Contract when given a Notice to Proceed with the work no later than 10 calendar days after the date of the execution of the Contract by the Contractor.

When the Contractor is not given a Notice to Proceed with the work within the aforementioned **10 DAY PERIOD**, the Contractor may elect to void the Contract by giving unequivocal and unconditional written notice of such avoidance to the Owner. Such avoidance shall be effective upon actual receipt by the Owner, prior to the mailing or actual delivery of any Notice to Proceed. In the event of the Owner's failure to issue a Notice to Proceed, the Contractor's sole remedy shall be the avoidance of the Contract as set forth and the Owner will not be liable to the Contractor for any claims or losses including anticipated loss of profit and monies expended in anticipation of performance under the Contract.

The Contractor shall not commence any physical construction at the project site until receiving a written Notice to Proceed from the Engineer.

3. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Client the sum of **FOUR HUNDRED DOLLARS (\$400.00)** as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated completion, or as modified in accordance with the GENERAL CONDITIONS, PART I, until such work is satisfactorily completed and accepted.

4. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to complete this Contract in every respect within the specified time.

5. COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate) in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case

addressed to such office.

c. All papers required to be delivered to the Client shall, unless otherwise specified in writing to the Contractor, be delivered to the Municipal Manager/Administrator at the address shown on the cover of this bid document, and any notice to or demand upon the Client shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Client at such address, or to such other representatives of the Client or to such other address as the Client may subsequently specify in writing to the Contractor for such purpose.

d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

6. SIGNS

a. Project signs will not be required unless the Item "Project Signs" appears in the Technical Specifications.

b. Subject to prior approval of the Client as to size, design, type and location and to local regulations, the Contractor and his Subcontractors may erect temporary signs for purpose of identification and controlling traffic. The Contractor shall furnish, erect and maintain such other signs as may be required by Safety Regulations or as necessary to safeguard life and property.

7. CONTRACT DOCUMENTS AND DRAWINGS

The Client will furnish the Contractor without charge FIVE (5) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

8. JOB OFFICES - None Required

9. PARTIAL USE OF IMPROVEMENTS

The Client at his election, may give notice to the Contractor and place in use those sections of the work which have been completed, inspected and can be accepted as complying with the Contract Documents and if in its opinion each such option it reasonably safe, fit and convenient for the use and accommodation for which it was intended, provided:

a. The use of such sections of the work shall not materially impede the completion of the remainder of the work by the Contractor.

b. The Contractor shall not be responsible for any damage or maintenance costs due directly to the use of such sections.

c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.

d. The period of guarantee stipulated in the Section - GENERAL GUARANTY under GENERAL CONDITIONS, PART I, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

10. RAILROAD CROSSINGS

a. Where railroad crossings occur, the Contractor shall provide the railroad with all data on how he intends to perform the Work, shall obtain all approvals and permits, and shall complete

such Work in strict compliance with railroad requirements.

11. MAINTENANCE OF ACCESS PROTECTION OF PUBLIC AND UTILITIES

a. Interference with Utilities: The Contractor shall not make connections to existing water mains, operate valves, or otherwise interfere with the operation of existing water distribution system until he has given seventy-two (72) hours notice to the affected owner and secured his approval of the proposed action. The Contractor shall notify gas, electric, and telephone companies, and all other utility companies having facilities which are subject to interference, at least 72 hours in advance of the time he proposes to perform Work in the area so that they may take such precautions as they deem necessary to protect their properties. Contractor shall be responsible for calling a code 53 prior to commencement of work.

b. Protection of the Public: When necessary to close a street temporarily, detours shall be provided, and these shall be plainly and adequately marked. Adequate barricades, lights and other warnings shall be provided and erected to protect the public from the Work. No additional compensation will be allowed for traffic control; all costs thereof shall be included in the lump sum and unit prices bid for the Work.

c. Maintenance of Access: The Contractor at all times shall maintain streets and thoroughfares in such condition as to provide ready access to business establishments and private dwellings.

Where necessary, suitable bridges shall be constructed over trenches for pedestrians and vehicular traffic. All such temporary structures shall be safe in all respects, and shall comply with OSHA regulations. The Contractor shall be liable for any damages or injuries resulting from his Work. The Contractor shall ascertain the evenings on which business establishments are open in the section where Work under this Contract is being performed, and he shall clean up and prepare the business section for the usual activities on those evenings.

12. TEMPORARY LIGHT, POWER, HEAT AND WATER

a. The Contractor shall provide all wiring, piping, metering equipment, fixtures, current, fuel, etc., for temporary light, power, heat and water required for the construction Work, and shall operate and maintain same at his own expense.

b. All wiring for electrical light and power shall be installed and maintained in a first-class manner, as ordered or approved, and securely fastened in place at all points. Unless otherwise authorized, circuits separate from lighting circuits shall be used for all power purposes. Electric light and power lines shall be kept as far as is practicable from telephone or signal wires and from wires for firing blasts. Special precautions shall be taken to avoid short circuits in any part of the wiring system. All wiring and conduits shall be removed when directed, on or before the completion of the Work of this Contract.

c. If, in the opinion of the Engineer, the temporary facilities provided by the Contractor are inadequate, the Contractor will not be permitted to proceed with any portion of the Work thereby affected.

d. The Contractor shall provide, at his own expense, the water supply necessary for drinking purposes, and all water required for the performance of the Work.

13. UNFORESEEN DIFFICULTIES

a. The Contractor shall bear all losses arising out of the nature of the Work to be performed under this Contract, or resulting from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the Work, or from the action of the elements, or from encumbrances on the site of the Work.

14. PHOTOGRAPHS OF PROJECT

a. The Contractor shall furnish photographs in the number, type and stage as enumerated below:

(1). All facades and site features located within the contract limit line prior to commencement of construction.

(2). All facades and site features located within the contract limit line, at project completion.

(3). One (1) photograph of each easement and generally at special construction, sidewalk, sewer construction and as directed by the Engineer, taken prior to, and upon completion of construction. Photographs shall comprise a minimum total of fifty 3" x 5" color, glossy prints.

(4). In addition, the Contractor shall furnish photographs taken prior to commencement of construction along all State, County and Local roads, and at such other points as may be designated by the Engineer.

15. MAINTENANCE OF TRAFFIC

a. The Contractor shall cause as little inconvenience to traffic as is possible, and effort shall be made to preserve at least one-way traffic on all streets at all times.

b. The handling of traffic on State and County Highways shall be with the approval of and in accordance with the requirements of the New York State Department of Transportation in the case of State Highways, and Westchester County Highway Department in the case of County highways. The Contractor shall consult with the Chief of Police, with the Chief of the Fire Department, and with the Highways Superintendent to ascertain requirements with respect to Municipal and Municipal Roads and the directions of these officials are to be fully complied with in all details. All necessary permits for the Work shall be obtained and paid for by the Contractor. No additional payments will be made for maintenance and control of traffic.

16. WORK IN STATE OR COUNTY ROADS

a. Where sewer lines traverse or cross roads which are under the jurisdiction of the State or County, the Contractor shall post bonds and shall obtain all necessary permits and assume the costs in connection with the bonds and departmental supervision.

17. INSURANCE

The limits of coverage required for the Contract are described in the Bidding Documents under Section H "Insurance".

18. LAYOUT OF WORK

The Contractor shall perform all layout work necessary for the satisfactory execution of the construction as shown on the Contract Drawings and all costs in connection therewith shall be included in the contract price(s).

The Contractor shall employ competent personnel and all work shall be subject to the approval of the Engineer.

The Contractor shall be held responsible for the protecting and safe guarding of all control

points and bench marks set by the Engineer and his own forces. Any replacement or re-establishment of control points or bench marks by the Engineer, shall be at the expense of the Contractor.

The required horizontal and vertical control necessary to perform this work will be supplied by the Engineer at a later date.

19. WORK BY OTHERS

Private utilities, Contractors, Developers or other parties may be expected to be working within the Contract Area during this Contract. These may be as specifically listed hereafter or if not so listed, shall be determined by the Contractor. When two or more contractors are working in the vicinity simultaneously the contractor shall conduct his work harmoniously with the requirements of the other contractors and shall not interfere with or delay their work.

It shall be the responsibility of the Contractor to coordinate his work under this Contract with the work being done by others in order that the construction may proceed in an efficient and logical manner. The Contractor shall have no claim or claims whatever against the Owner, Engineer, or other parties due to delays or other reasons caused by the work by others or his failure to coordinate such work.

The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Engineer any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and shall constitute and acceptance of the other contractors works as fit and proper to receive his work, except as to defects which may develop in the other separate contractors work after the execution of the Contractor's work.

Should the Contractor cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, settle with such other contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Municipality or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, see General Condition hereof, Section 134, Arbitration and Litigation.

20. SCHEDULE OF DRAWINGS

DRAWING NO.	TITLE	DATE
1	Title Sheet	7/8/2026
2	Basic Work Traffic Control Plan 1	7/8/2026
3	Basic Work Traffic Control Plan 2	7/8/2026
4	Basic Work Traffic Control Notes	7/8/2026
5	Site Preparation & Removals Plan	7/8/2026
6	Layout, Materials & Grading Plan	7/8/2026
7	Details	7/8/2026

21. CONTRACTOR'S WORK AND STORAGE AREA

Approved areas within the Project Boundary are available for use by the Contractor, for work, storage of equipment, materials and trailers during the period of this Contract. The Contractor shall contact the Client to determine if any specific locations will be designated or gain their approval prior to using any other areas. The Contractor shall confine his work/storage area to the limits as designated or approved and shall be responsible for the security of the work/storage area. Upon completion of the Contract, the Contractor shall remove all equipment and materials except as otherwise specified and restore the site to its original condition as approved by the Engineer and at no cost to the Client.

22. "OR EQUAL" CLAUSE

UNLESS OTHERWISE SPECIFIED:

Whenever a material, article or piece of equipment is identified on the Contract Drawings or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., the intent is to establish a standard. Any material, article, or equipment of other manufacturers and vendors of equally high quality (particularly with regard to points specified in the specifications) which will perform equivalently within the design ranges specified will be equally acceptable provided that the material, article or equipment so proposed is, in the opinion of the engineer, of equal substance and function. Furthermore; the manufacturer must agree to comply fully with the warranty requirements of the specifications. The Contractor may not assume that substitute equipment will be approved by the Engineer and non-approval of said equipment will form no basis for a claim for additional compensation by the Contractor. No substitute equipment will be purchased or installed by the Contractor without the Engineer's written approval. If the Engineer's approval is obtained for alternate equipment, the Contractor shall, at his own expense, make any changes in the structures, building, piping or electrical necessary to accommodate the equipment and if engineering is required due to substitution of other material the Contractor shall reimburse the Owner for the engineering service.

23. TEMPORARY WATER MAIN SHUTDOWN

All work which requires an existing water main to be shut down temporarily shall be so scheduled and so executed to keep public inconvenience to an absolute minimum. The Contractor is hereby alerted to the fact that this shall require some work to be performed during unusual hours. Also, once an existing water main is shut down to allow reconnection to a new main, work shall continue diligently, without interruption, until the existing main can be returned to service. There shall be no separate payment for performing the above work but all cost incidental thereto are considered to be included in the various prices bid under this Contract.

24. RECORD DRAWINGS

Record Drawings will be made by the Contractor. The Contractor will be required to perform any necessary field measurements and provide reproducible record drawings.

25. GROUNDWATER AND WATER

The Contractor shall provide all necessary pumps, dams, drains, ditches, flumes, well points and other means of excluding and removing groundwater or water from any other source, from trenches, tunnels and other parts of the work and for preventing the trench slopes from sliding or caving. He shall sufficiently dewater all trenches, tunnels, or other excavations to completely dry out and solidify the bottom of the trench to whatever depth is necessary below said bottom of the trench to provide a firm, solid, completely dry bottom on which to place foundation material, lay pipe or build a structure.

It is expressly understood that the Engineer or Owner is not responsible for any flooding, high-water tables, underground water or any other water problems which may be encountered on any portion of the work called for under this Contract and that the Contractor must include all anticipated costs for dewatering all excavations in the price(s) bid under this Contract.

26. CONSTRUCTION, EXCAVATION AND DEMOLITION OPERATIONS AT OR NEAR UNDERGROUND FACILITIES.

The Contractor's attention is directed to the State of New York, Department of Public Service code 16 NYCRR Park 753-"Protection of Underground Facilities," call 1-800-962-7962 before digging.

Information regarding this law can be found at www.digsafelynewyork.com

27. COMPLIANCE WITH AIR AND WATER ACTS

This contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the following requirements shall be inserted in full in all contracts and subcontracts with respect to any non-exempt transaction thereunder funded with assistance provided under this Contract:

- (1) A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the Contractor that he will include or cause to be included to criteria and requirements in paragraph (1) through (4) of this Section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.
- (3) A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include or cause to be included to criteria and requirements in paragraph (1) through (4) of this Section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Contract be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

28. GENERAL MUNICIPAL LAWS OF NEW YORK STATE

The attention of the Contractor is directed to the fact that all pertinent General Municipal Laws of the State of New York shall be adhered to including but not limited to the following:

This Contract is made subject to the provisions of Section 103-a of the General Municipal Law of the State of New York, effective July 1, 1959, which section is as follows:

103-a. Grounds for cancellation of contract by municipal corporations and fire districts.

A clause shall be inserted in all specifications or contracts made or awarded by a municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or by a fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, for work or services performed or to be performed, or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine this under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

Such person, and any firm, partnership or corporation of which he is member, partner, director or officer shall be disqualified from after selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that.

Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director officer may be canceled or terminated by the municipal corporation or the district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal, corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

The provisions of this section as in force and effect prior to the first day of September, nineteen hundred sixty, shall apply to specifications or contracts made or awarded by a municipal corporation or after the first day of July, nineteen hundred fifty-nine, but prior to the first day of September, nineteen hundred sixty.

The Contractor's attention is also directed to the requirement of the General Business Law and amended NYS Industrial Code Rule #23 NYS Department of Labor, Board of Standards and Appeals. The general Business Law requires that a Contractor give the utility concerned 72 hours written notice in advance of any of his construction or blasting near gas facilities. Industrial Code Rule #23 requires that a Contractor give the utility concerned 24 hours notice before commencing any construction near an overhead or underground electric facility.

29.DAMAGES , VANDALISM AND GRAFFITI

The Contractor is hereby advised that until final inspection, approval and acceptance of all newly Constructed work including but not limited to the construction of new sidewalk, driveway aprons, pedestrian ramps, catch basin lids, concrete and stone curbing, asphalt and/ or right-of-way restorations; he shall remain entirely responsible for maintaining and protecting such work from all forms of damages and vandalism and graffiti

Should any damage, vandalism or graffiti occur before final acceptance of the work by the Owner The Contractor shall correct, repair or replace any defected work under the direction of the Superintendent of highways and / or the Owner's Engineer at his own expense with no additional cost to the Owner. The Owner reserves the rights to withhold payment of contractual work for which damages, vandalism and or/ Graffiti has taken place until such a time whereas said

defected work has been corrected by the Contractor to the Owner's satisfaction.

30. EXISTING UTILITIES; UTILITIES SERVICE

Obstructions other than those as shown of the contract drawings may be encountered. The contractor shall understand that the Owner is not responsible for correctness or sufficiency of the information given and that he shall have no claim for relief from any obligation or responsibility under the contract because the extend, location, size, or character of any pipe, conduit, cable or other underground structure is incorrectly shown or has been omitted from the Contract Drawings. The Contractor shall notify all utility companies and authorities having buried utility service in the project area and file certificate of same with the Engineer prior to beginning work.

The Contractor shall maintain service in main lines and service connections for all utilities encountered, regardless of the type of utility or the arrangements necessary to maintain service. Water lines and service connections exposed during cold weather shall be protected against freezing. Service connections may be cut only be permission of the Owner of the utility, and a temporary connection shall be installed immediately. The Contractor shall notify all utility customers before interrupting their service. A permanent, first-class replacement of the cutout portion of the service connections shall be installed and inspected by the owner of the utility before backfilling.

The Contractor shall protect all utilities and subsurface structures encountered in the work. Because he may encounter some utilities and subsurface structures not shown on the Contract Drawings, the Contractor shall proceed with caution in executing his work. Insofar as is feasible, the contractor shall not disturb existing utilities but shall support and sustain them. The contractor shall repair all damage to any utilities and pay all cost of protecting them and replacing them as necessary including service connections encountered in the course of the work, regardless of character, function, conditions, size, location, material, construction, ownership, or interference with the alignment of pipeline to be built, whether such existing utilities, structures, or service connections are shown or not shown.

The Contractor is held responsible for all damage to all utility or other underground or surface structures, whether or not they are shown on the Contract Drawings, and he shall pay all costs for protecting them or for repairing and/or replacing them if they are damaged.

In addition to the general notification referred to above the Contractor shall advise such organizations at least 48 hours in advance of the time he proposes to start work in each street throughout the project, to allow representatives to locate their utility in the field.

The contractor shall notify the engineer of all exposed crossings where the utilities will have a clearance of 18" or less as measured between the outside walls of the pipe. The Contractor shall take all measurements he and/or the Engineer deem necessary to protect the existing and new pipes, sewers and utilities.

31. MANDATORY OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING

Pursuant to NYS Labor Law 220-h – On all public work projects of as least \$250,000 all laborers, workers and mechanics working on the site are required to be certified as having successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project.

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

Proof of completion may include but is not limited to:

- copies of bona fide course completion card;

- training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.

A certification by the employer attesting that all employees have completed such course is not sufficient proof that the course has been completed. **Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.**

The General Contractor will submit a copy of the certificate of each employee and subcontractor's employee to the Municipal Engineer or their authorized representative. These certificates will be randomly audited by the Municipality against contract employee payroll records submitted for payment.

32. SITE SPECIFIC COVID SAFETY PLAN

In anticipation of continuing social distancing practices, the Contractor will be required to provide a Site Specific Covid-19 Safety Plan. Any sites that cannot maintain distance and safety best practices must close.

**WASHINGTON STREET AND SOUTH STREET
SIDEWALK REHABILITATION
PEEKSKILL PRESBYTERIAN CHURCH
TECHNICAL SPECIFICATIONS
SECTION L**

TABLE OF CONTENTS

<u>Item No.</u>	<u>Title</u>	<u>Pages</u>
627.50140008	Cutting Pavement	1
634.0101WE	Reset Existing Meter	1
645.8101WE	Reset Existing Bus Stop Sign.....	1
660.01AWE	Adjusting Water Valve Boxes with Prefabricated Adapters	6
660.30AWE	Adjusting Gas Valve Boxes with Prefabricated Adapters.....	--
660.40WE	Adjust Telephone Manhole	--
800WE	Miscellaneous Additional Work.....	1
851WE	Testing of Materials.....	1

NOTE: REFER TO <https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us> FOR ANY SPECIFICATIONS SHOWN ON PROPOSAL SHEETS THAT ARE NOT INCLUDED HERE. (Use the latest based on the Bid Available Date for this bid).

DIVISION O INTRODUCTION TO THE TECHNICAL SPECIFICATION

The following technical specifications shall apply to the various items of work which constitute the construction contemplated under this contract. To avoid excessive overlapping and repetition, there are certain sections, materials and items that are referred to in other items. In these cases, it is understood that the words such as culvert and sewer; sanitary and storm, utility and sewer; manhole and catch basin; structure and culvert, gravel and granular fill or material; select and selected, bituminous and asphalt; etc., are interchangeable. In cases where references are not given and the need arises for a specification, similar sections or related items shall govern.

Within the Technical and/or Supplemental Technical Specification of this Contract the following definitions shall apply:

Standard Specifications

Item O.A. shall mean the New York State, Department of Transportation, Design and Construction Division, "Standard Specifications Construction and Materials of January 8, 2008" and any subsequent Addendums. Only those portions of the Standard Specifications that are referred to in the "MATERIALS" and/or "CONSTRUCTION METHODS" sections of this Contract's Technical and/or Supplemental Technical Specifications, not supplemented and/or amended therein, shall apply. Within the referred to portions of the Standard Specifications wherein the following terms are used they shall mean respectively:

<u>TERM</u>	<u>RESPECTIVE MEANING</u>
State	Westchester County
Department	Department of Planning
Division	Division of Design
Design Staff	Division of Design Project Manager
Chief Engineer	Municipal Consulting Engineer,
Engineer	the
Engineer-in-Charge (E.I.C.)	Local Public Agency, or other Authorized Representative
Inspector	Representing the Local Agency or Owner, or other duly Authorized Representative
Laboratory	Laboratory Designated by the
Materials Bureau	Engineer, Local Agency, or Owner
Special Provisions	Special Conditions, Specifications
Standard Structure Sheet	Details shown on the Contract
Standard Sheet	Drawings

O.B. Applicable Safety Code: shall mean the latest edition including any and all amendments, revisions and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction," the State of New York, Department of Labor, Board of Standards and Appeals, Industrial Code Rule 23, "Protection of Persons Employed in Construction and Demolition Work," or State of New York "State Building Construction Code," whichever is the most stringent for the applicable requirement.

O.C. Local Regulatory Agency(ies): Local Regulatory Agency(ies) shall be defined as the governing body or authority having jurisdiction over or responsibility for a particular activity within the scope of this Contract. They may be as specifically defined within the Special Conditions, otherwise, the Contractor shall be responsible to determine same in the local area of the contract. "These Specifications" where used in the text of the Technical Specifications Items shall mean the Technical Specifications of this Contract.

O.D. Bid Proposal Items: Payment will only be made for items in the Bid Proposal. Other items may be included in the specifications but payment for items not listed in the Bid Proposal will be included in the cost of other items of work. Bid Proposal items shall have the same basic alphanumeric designation as the same item in the specifications with significant suffixes added as required.

ITEM 627.50140008 - CUTTING PAVEMENT

DESCRIPTION:

The contractor shall cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated and detailed on the plans and as directed by the Engineer.

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

Existing pavement and overlay shall be cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections, using appropriate equipment. After the pavement has been cut through, the Contractor may use pry bars, pneumatic tools or other methods, to pry loose the pavement to be removed from the pavement that is to remain. A pavement breaker may be used to break up the pavement to be removed after the pavement has been completely cut through and completely free from the pavement to remain.

When pavement cutting is called for in the Contract documents, if a neat vertical face with minimal shatter is obtained by performing an adjacent operation (such as milling) which eliminates the need to perform a separate pavement cutting operation, payment will be made for both the pavement cutting item and the item for the adjacent operation.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired at no additional cost to the State. Pavement cutting that the contractor chooses to do for his/her own convenience shall not receive any additional payment from the State.

METHOD OF MEASUREMENT:

The quantity to be measured will be the number of linear feet of pavement cutting satisfactorily completed.

BASIS OF PAYMENT:

The unit price bid per linear foot of pavement cutting shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment for prying, breaking, removal and disposal of cut pavement shall be made through other appropriate items.

ITEM NO. 634.0101WE RESET PARKING METER

DESCRIPTION:

Under this item, the Contractor shall furnish all labor, materials and equipment necessary to salvage, store and reset existing parking meters and provide new post and post sleeve in the locations shown on the drawings and as specified herein.

MATERIALS:

Sleeves and new meter shall be rolled, hot dipped, galvanized (inside and out) Schedule 40 pipe. New posts shall be 5' long for meter posts. **Inside diameters shall be determined by Contractor to accommodate existing meters/ bus stop sign.**

Any additional meters required by the scope of this work shall be provided by the Municipality.

CONSTRUCTION DETAILS:

The meters shall be delivered and stored in the Municipal Yard, or in the secured locations specified by the Municipality. The work shall include removal, transport and storage of meter heads, placement of new meter sleeve/post with its respective concrete footing, grouting, and resetting of new post and existing meter head.

The meter sleeves shall be set prior to the pour of the concrete sidewalk at the locations specified by the Municipal Engineer.

The space between the meter sleeve and the meter post shall be grouted as shown on the plans. Grout shall be Sikagrout 212, as manufactured by Sika Corporation, 201 Polito Avenue, Lyndhurst NJ 07071 (201) 933-8800, www.sikausa.com, or approved equal. Contractor shall excavate to depths required for installation of footings, and shall backfill work approved by the Engineer with suitable excavated materials. Meter sleeves and posts shall be installed plumb and level.

BASIS OF PAYMENT:

The quantity of relocated parking meters to be paid for under this item shall be per each in accordance with the plans and specifications and directions of the Engineer.

METHOD OF MEASUREMENT:

The bid price for each reset meter furnished and installed shall be a unit price of each and include the cost of furnishing all labor, equipment and material (including excavation, galvanized post, galvanized pipe sleeve, concrete footing, grouting, new meter post, resetting of existing meter heads), all in accordance with the plans and specifications and to the satisfaction of the Engineer.

ITEM NO. 645.8101WE – REMOVE, STORE, AND RESET COUNTY BUS STOP SIGN

DESCRIPTION OF WORK

Under Item 645.8101, the Contractor shall remove and store existing bus stop sign, furnish and install new u-channel sign post and reset existing sign panel at the locations shown on the plans or where directed by the Construction Administrator.

MATERIALS

The Contractor shall furnish and install steel U-Channel posts that are in Conformance with NYSDOT Type 'A' Posts, including breakaway features. Type 'A' sign posts shall be selected from the NYSDOT approved list of Type 'A' sign support. Posts shall be produced from high strength billet steel, grade 80-SP, chemical properties of the steel shall conform to ASTM A-1 and physical properties shall conform to ASTM A-499.

Splice hardware shall be as supplied or recommended by the manufacturer, either zinc-plated per ASTM B-633 (minimum 0.315 mil coating thickness) or cadmium plated according to ASTM B-766 (Class B).

All materials used in this work shall meet the requirements of the *Subsection 645-2 of the Standard Specifications of the New York State Department of Transportation*.

CONSTRUCTION METHODS: The provisions of *Subsection 645-3 of the Standard Specifications of the New York State Department of Transportation*. shall apply.

METHOD OF MEASUREMENT

Measurement for **Item 645.8101WE** shall be per Each new U-Channel Sign Post installed and reset existing sign panel according to the plans and specifications.

BASIS OF PAYMENT

The price bid shall include the cost of furnishing all labor, materials, equipment and incidentals required to complete the work of installation including but not limited to removal and disposal of existing post, erection of new post, and replacement of missing or damaged nuts, bolts, washers, hinge plates, touch-up, and all work necessary resetting of existing sign, all in accordance with the plans and specifications and direction of the Construction Administrator.

ITEM 660.XXWE – REPLACING, ALTERING & ADJUSTING UTILITIES

DESCRIPTION

General

This work shall consist of replacing, altering and adjusting (with prefabricated adaptors) utility company (gas, electric, water, telecom etc.) manholes castings, frames and grates covering subsurface vaults, valve boxes and other casting and covers where indicated on the plans or as directed by the Engineer.

Definition of “Replacement”

Where required, the Contractor shall remove the upper section of the valve box and replace this top section and cover with new units.

Definition of “Altering”

When required, the Contractor shall excavate as necessary and raise or lower valve boxes (upper section) castings, manholes, vaults etc. to the new pavement elevations.

Definition of “Adjusting with Prefabricated Adaptors”

Where required, the Contractor shall furnish and install prefabricated adaptors for valve box or manholes. Contractor will only be required to install prefabricated adaptors for valve box or manholes if plans indicate that they are being furnished by the appropriate utility owner.

MATERIALS

Altering

Unless specifically designated on the plans, the Contractor shall have the option of adjusting these items with one of the following materials meeting the requirements of the New York State Specifications, Section 700-Materials:

Common Brick	704.01
Concrete Brick	704.02
Cast-In-Place Concrete-Class A	-----

Other materials required for construction of this item shall meet the following specifications of N.Y.S. Section 700 Materials.

ITEM 660.XXWE – REPLACING, ALTERING & ADJUSTING UTILITIES

Mortar for Concrete Masonry	705.21
Steps for Catch Basins and Manholes	725.02

Portland cement concrete for concrete pavement restoration shall be as specified under Section 503 of the New York State specifications and shall be high early strength concrete, Class F, with the following properties:

Cement lbs./c y	Sand % Total Agg. (Solid Volume)	Water/ Cement	Air Content	Slump Range	Type of Course Agg. Graduation
716	34.6	0.58	6.0	2-5	CA2
			100% passing		1 1/2"
			27-58%	"	1/2"
			0-8%	"	1/4"

Asphalt pavement restoration shall meet the requirements specified in Subsection 401-2.01 through 401-2.05 of the New York State Specifications.

Valve box top section and cover shall be of the same manufacturer as the section being replaced and/or as specified by the Owner of the system.

The heavy duty cover shall be marked "WATER." Where the Owner permits substitution for the replacement unit, the iron casting shall conform to at least the minimum requirements of ASTM A43, class 30B unless otherwise specified.

Iron castings shall be true to pattern in form and dimensions, free from pouring faults, sponginess, cracks, blow holes and other defects that affect their strength or intended service. The castings shall not have blow holes plugged or filled with putty or cement of any kind. The castings shall be boldly filleted at angles and the arrises shall be sharp and perfect.

The Engineer shall accept or reject any casting not meeting these minimum requirements.

Adjusting with Prefabricated Adaptors

Adaptors for valve boxes shall meet the material requirements of subsection 660-2.1.3 and in addition the adaptor shall sit on the inner seat of the cover and top rim, not on the top rim of the valve box. The shaft shall extend down into the valve shaft at least half its total length. The adaptor shall sit firmly and securely into the valve box.

ITEM 660.XXWE – REPLACING, ALTERING & ADJUSTING UTILITIES

The cover shall be made for the adaptor and have a long skirt to prevent dislodging.

Acceptance of the type of adaptor the Contractor intends to use will be judged to be acceptable on the basis of inspection and approval of the Engineer. Such information must be made available to the Engineer before any order is placed.

Utility company boxes or castings that require alteration, adjustment or replacement may or may not be furnished to the Contractor. Contractor shall refer to plans and Subsection 4.0 for specifics. Utility furnished items shall be off-loaded (including pick up) and stored by the Contractor.

CONSTRUCTION DETAILS

Altering Valve Boxes, Manholes etc.

The Contractor shall accurately locate all manholes, frames and grates and other valve and castings to be raised prior to paving operations. All utility castings, covers and boxes shall be exposed prior to end of day. Contractor shall then proceed to resurface over the castings. After the first course asphalt concrete has been laid, and prior to placing the top course asphalt concrete, the Contractor shall cut out the existing pavement to its full depth and one (1) foot outside the outer edges of the bottom flange of the casting. He shall also make any other excavation necessary to adjust it to the proposed elevation at new pavement.

Cutting of the existing pavement shall be done with tools or equipment acceptable to the Engineer and in such a manner as to avoid cracking abutting portions of pavement.

The casting shall then be adjusted to meet the new grade of the proposed top course of resurfacing.

Alterations to the structure shall be made with the same type of material used in the original construction unless otherwise indicated on the plans or specified by the Engineer. All castings shall be set in a full bed of Portland Cement Mortar. All masonry shall be done in a workmanlike manner by qualified and competent masons. No structure shall be backfilled until all mortar has completely set.

The inside faces of all courses of material used to establish the new elevations of all structures shall be parged with 1/2 inch cement mortar.

The excavated pavement, subgrade, or shoulder courses must be replaced in kind, to the elevations of the existing pavement, subgrade or shoulder in order to maintain a uniform road section.

At areas of concrete pavement restoration, the Contractor shall not proceed with his paving operations until the concrete pavement has cured for the required time.

ITEM 660.XXWE – REPLACING, ALTERING & ADJUSTING UTILITIES

Asphalt shall be placed in lifts not to exceed 4 inches and compacted with a pneumatic ram type device.

Altering Vaults

Just before the asphalt course(s) is placed around the open grate vault, the Contractor shall cover the grates with a plastic sheet or building paper and place timber planking of sufficient thickness (overlying thickness) to act as filler material on the covering. Immediately after the paving equipment clears the grate, this cover material shall be removed to allow any heat or gases generated by the equipment in the vault to escape. This operation is extremely important to ensure the safety of the personnel and equipment.

The frame shall then be excavated from the pavement and set to the required line and grade as directed in subsection 660-3.0.m In addition to these requirements, the Contractor shall remove the grates only after the frame is free of the pavement and ready to be adjusted to the new elevation. All mortar work must be performed from the road surface being careful not to drop material into the vault.

No person working for the Contractor shall enter the vault opening unless so directed and instructed by the Engineer. A utility representative must be present to approve access.

Any damage to equipment caused by the Contractor's operations/actions shall be corrected at his expense with no indemnity to the County or the utility owner(s).

After setting the frame, the grates are to be replaced so as to close the surface opening.

Replacement of Valve Boxes

Water Valve Box Replacement shall be subject to Subsection 660-3.0. In addition, the top section of the water valve box shall then be replaced and set to meet the new grade of the proposed top course or resurfacing. The excavated area shall be backfilled with selected material and properly tamped to the subgrade or the existing pavement. Pavement shall then be restored.

If the valve box is not located in a paved area, the top section of the water valve box shall be supported on a six inch cement concrete collar (six inches in depth). The excavated area shall be backfilled and properly tamped with selected material before installation of concrete collar.

Adjusting with Prefabricated Adaptors (aka Rings)

Prefabricated Adaptors for Gas Boxes - The Utility Owner will deliver to the contract site the necessary adaptors of the required sizes with new covers if necessary. The Contractor

ITEM 660.XXWE – REPLACING, ALTERING & ADJUSTING UTILITIES

shall off-load them in a designated area for storage by the Contractor. Installation shall be governed by Subsection 660-3.3.

Adaptors for Water Valve Boxes shall be subject to Subsection 660-3.0. In addition, the existing casting shall be thoroughly cleaned and shall be free from rust, grease or other foreign material before adaptors are installed.

The contact surfaces of the existing casting shall then be painted with a liquid asphalt. The Adaptor shall be installed while the liquid asphalt is still tacky. Adaptors shall be temporarily protected, if necessary, by asphalt concrete ramps three (3) feet in diameter and placed in a manner approved by the Engineer. Said ramps are to be removed to permit laying of bituminous course or courses during paving operations. No direct payment for this ramp construction or removal will be made.

Protection of structures - The Contractor shall protect the altered casting and adaptors from damage due to traffic or his paving operations at all times. Any unit that is broken or damaged shall be replaced by the Contractor at his expense.

SUBMITTALS

The Contractor shall supply payment schedule given to the Contractor by any utility giving reimbursement for work to their facilities for altering, replacing or adjusting utilities.

METHOD OF MEASUREMENT

Altering Valve Boxes, Manholes, Castings and Covers and Utility Vaults Castings - The quantity to be measured for payment will be the number of each type of casting and vault altered (excavated; raised or lowered) as set forth in the contract, which are counted as having been completed and accepted.

Replacing Valve Boxes** - The quantity to be measured will be the number of valve boxes and covers furnished and installed in an acceptable manner.

Adjusting Valve Boxes, Manholes etc. with prefabricated adaptors** - The quantity to be measured for payment will be the number of prefabricated adaptors and covers furnished and installed as required.

** Water & Gas Utilities Only – Contractor shall refer to plans for specifics on whether or not the Utility Company will furnish the Valve Boxes and/or Prefabricated adaptors. If items are not specifically noted to be furnished/supplied by the Utility owner, the Contractor shall furnish and install the appropriate items. If the Utility company is noted to furnish these items, the Quantity to be paid under the appropriate item shall be the number of valve boxes (including cover) or valve prefabricated adaptors taken from storage and installed in accordance with this specification. Contractor will be responsible for: a) scheduling the Utilities Delivery of said items; b) offloading the items; c) installation of items.

ITEM 660.XXWE – REPLACING, ALTERING & ADJUSTING UTILITIES

Differences in size or shape of adaptor shall not affect the quantity of payment nor the number of units counted under this item.

BASIS OF PAYMENT

Payment will be made for each kind of casting adjusted and each kind of adaptor incorporated into the contract. The unit price bid for each item shall constitute full compensation for all labor, equipment, materials and incidentals necessary to complete the work as specified.

Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
660.01WE	Altering Water Valve Boxes	Each
660.01AWE	Adjusting Water Valve Boxes with Prefabricated Adaptors	Each
660.01RWE	Replace Water Valve Boxes	Each
660.30WE	Altering Gas Valve Boxes	Each
660.30AWE	Adjusting Gas Valve Boxes with Prefabricated Adaptors	Each
660.30RWE	Replace Gas Valve Boxes	Each
660.40WE	Adjust Electrical Manhole for Resurfacing Work	Each
660.441WE	Adjust Electrical Casting & Cover (Rectangular)	Each
660.443WE	Altering Electrical Casting & Cover (Rectangular) (Multiunit – 3)	Each
660.4510WE	Altering Electrical Vault Frame and Grate for Resurfacing Work (10' lg)	Each
660.4514WE	Altering Electrical Vault Frame and Grate for Resurfacing Work (14' lg)	Each
660.50WE	Adjust Telephone Manhole for Resurfacing Work	Each

ITEM 800WE - MISCELLANEOUS ADDITIONAL WORK

DESCRIPTION:

Under this item the Contractor shall furnish all labor, materials, and equipment required to accomplish miscellaneous additional work:

1. Necessitated by encountering during the course of the work field conditions of a nature not determinable during design; or
2. For which no unit prices are applicable

METHOD OF MEASUREMENT:

Only that miscellaneous work shall be performed by the Contractor and will be paid for by the Owner, which has been authorized by the Owner in writing, prior to its commencement.

The dollar-cents amount set forth in the proposal is a fixed price for all bidders and shall not be changed. If the amount is altered, the new figure will be disregarded and the original amount used to determine the total amount bid for the contract.

PAYMENT:

The total amount paid the Contractor under this item will be determined in accordance with the provisions of Section 109 of the General Clauses, entitled " Changes to the Work", and such payment will include only that overhead and profit that is applicable to the work performed under this item.

Each contractor shall include in his total bid the price printed in the Proposal, and any bid other than the specified amount will be considered informal.

ITEM 851WE - TESTING OF MATERIALS

DESCRIPTION:

Under this item the Contractor shall include in their bid the sum printed in the Proposal opposite this item for testing and inspection.

Contract items shall be tested and inspected as per the item specification in such amounts as directed by the Owner. The laboratories and arrangements for this testing shall be made by the Contractor.

The Contractor shall submit all bills and vouchers for testing and inspection services and costs and testing equipment to the Owner for audit and approval before payment. After payment, a receipted copy of each bill or voucher shall be returned to the Owner. All bids shall be paid within 30 days after their approval by the Engineer.

Bills not paid within 30 days will be paid by the Owner and the amounts of such payments shall be deducted from the Contractor's estimates together with a collection charge of 3% of the amounts so paid by the Owner.

METHOD OF MEASUREMENT:

The dollar-cents amount set forth in the proposal is a fixed price for all bidders and shall not be changed. If the amount is altered, the new figure will be disregarded and the original amount used to determine the total amount bid for the contract.

PAYMENT:

The amount paid the Contractor under this item shall be the actual total amount of the bills and vouchers approved by the Owner for testing and inspection of materials.

The amount printed on the Proposal appears for purpose of canvas. Any bid other than the specified amount will be considered informal. The actual amount spent may be more or less than the amount stipulated in the Proposal.