

**COUNTY OF WESTCHESTER
WESTCHESTER COMMUNITY COLLEGE
PHYSICAL PLANT
NEW YORK**

ADDENDUM NO. 1

Contract No. WCC-26-962-REV

**SCIENCE BUILDING INFRASTRUCTURE
UPGRADES, PHASE I
WESTCHESTER COMMUNITY COLLEGE**

The attention of the bidder is directed to the following changes, additions, and/or substitutions affecting the above referenced contract.

I. RE: NOTICE TO CONTRACTORS

Remove Room 527

Insert Room 104.

II. RE: SPECIAL NOTICES

Insert the attached Special Notice labeled WESTCHESTER COUNTY LOCAL LAW INTRO. NO. 144-2026.

III. RE: PROPOSAL FORMS

Remove Proposal Page 14, labeled “Apprenticeship Training Program Requirement.”

Insert the attached Proposal Page 14A and Proposal Page 14B, labeled “Apprenticeship Agreement Requirement.”

IV. RE: SAMPLE FORMS

Insert the attached Sample Form, labeled “Subcontractor, Apprenticeship Agreement Requirement.”

V. RE: SAMPLE CONTRACT AND BOND

Remove the Sample Contract and Bond on page A1.

Insert the attached Sample Contract and Bond, labeled “Sample Contract and Bond.”

**VI. THE WALKTHROUGH MEETING MINUTES ON JUNE 22 AT 10:00AM
WILL BE THE FINAL PAGES OF THIS ADDENDUM**

ALL PROVISIONS OF THE CONTRACT NOT AFFECTED BY THE FOREGOING SHALL
REMAIN IN FULL FORCE AND EFFECT.

COUNTY OF WESTCHESTER
WESTCHESTER COUNTY COMMUNITY COLLEGE

By: Dr. Belinda S. Miles, President

Dated: Wednesday, June 17, 2026
VALHALLA, NEW YORK

SPECIAL NOTICE

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New York

WESTCHESTER COUNTY LOCAL LAW INTRO. NO. 144-2026

Pursuant to Section 309.81 of Chapter 309 of the Laws of Westchester County, a copy of Local Law Intro No. 144-2026 is set forth below. All bidders are required to comply with Local Law Intro No. 144-2026, as applicable.

LOCAL LAW INTRO. NO. 144-2026

A Local Law adding a new Chapter 309 to the Laws of Westchester County to require that County contractors and subcontractors have in place apprenticeship agreements appropriate for the type and scope of work to be performed, that have been registered with the New York State Commissioner of Labor.

BE IT ENACTED by the County Board of the County of Westchester as follows:

Section 1. Chapter 309 of the Laws of Westchester County is hereby added to read as follows:

CHAPTER 309

**APPRENTICESHIP AGREEMENTS REQUIRED FOR COUNTY
CONSTRUCTION CONTRACTS**

§309.01	Legislative Intent
§309.11	Definitions
§309.21	Requirement of Apprenticeship Agreements for Construction Contracts.
§309.31	Additional Considerations Permissible
§309.41	Proof of Participation and Apprentice Completion Rates
§309.51	Certified Payrolls
§309.61	Applicability
§309.71	Sanctions and Remedies
§309.81	Copy of Law Provided
§309.91	Severability

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§ 309.01. Legislative Intent.

The County Board of Legislators recognizes that the New York State Legislature has declared it the public policy of the State of New York to develop sound apprenticeship training standards and to encourage labor and industry to participate in apprenticeship programs. Section 816-b of the New York State Labor Law authorizes governmental entities like the County that are direct or indirect parties to a construction contract to require contractors and subcontractors to have apprenticeship agreements in place that are appropriate for the type and scope of work to be performed, and that have been registered with by the New York State Commissioner of Labor pursuant to Article 23 of the Labor Law.

The County Board finds that New York State registered apprenticeship programs provide valuable educational and training tools for County residents, and may facilitate the ability of County residents to obtain skilled jobs. The County Board finds that it would be valuable to encourage local businesses to participate in such state registered apprenticeship programs, in order to meet the need for skilled trade persons, while providing residents with the means to earn a better living. New York State-approved apprenticeship programs also encourage equal opportunity for apprentices and applicants for apprenticeship, consistent with state and federal regulations, in order to enhance workforce development and diversification, and to prevent exclusionary practices. *See* 12 N.Y.C.R.R. 600.4; *see also* 29 C.F.R. pt. 30.

§ 309.11. Definitions.

- A. "Apprenticeship Agreement" means: (1) an individual written agreement between an employer and an apprentice; (2) a written agreement between an employer or an association of employers, and an organization of employees describing conditions of employment for apprentices; or (3) a written statement describing conditions of employment for apprentices in a plant or plants where there is no bona fide employee organization.
- B. "Commissioner" means the Commissioner of the Department of Public Works and Transportation.
- C. "Construction Contract" means any contract to which the County or and of its departments or agencies may be a direct or indirect party which involves the construction, reconstruction, improvement, rehabilitation, repair, furnishing, equipping of or otherwise providing for and building facility, or physical structure in excess of \$250,000. A public entity need not be part:) to the Construction Contract. A Construction Contract includes: projects that Westchester County funds directly; projects that Westchester County funds indirectly by providing funds to a separate entity to perform the construction-type activity: privately

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financed construction projects specifically built with the intent of leasing the entire property to any agency or department of Westchester County government; and construction projects built under Westchester County's direction and later paid for with Westchester County funds.

- D. "Contractor" means any bidder for, or awardee of, a Construction Contract, as defined in this section, obtained through competitive bidding procedures.
- E. "Date of Award of the Construction Contract" means the date that the Construction Contract has been approved by the Board of Acquisition and Contract.
- F. "Subcontract" means any agreement between Contractors or any agreement between a Contractor and an individual person or entity under which any portion of the Contractor's obligation is performed, undertaken or assumed.
- G. "Subcontractor" means an individual, sole proprietorship, partnership, joint venture or corporation which is engaged by a Contractor or another subcontractor pursuant to a Construction Contract.

§ 309.21. Requirement of Apprenticeship Agreements for Construction Contracts.

- A. A Contractor shall have in place at the time of submission of a bid for a Construction Contract an Apprenticeship Agreement appropriate for the type and scope of work to be performed. Such Apprenticeship Agreement shall be registered with the New York State Commissioner of Labor pursuant to the requirements found in Article 23 of the New York State Labor Law.
- B. A Contractor shall provide each Subcontractor with notice of the requirements for Apprenticeship Agreements as appropriate, and a copy of this Local Law, at the time of the execution of each respective Subcontract.
- C. A Subcontractor shall have in place within ninety (90) days of the Date of the Award of a Construction Contract an Apprenticeship Agreement appropriate for the type and scope of work to be performed. Such Apprenticeship Agreement shall be registered with the New York State Commissioner of Labor pursuant to the requirements found in Article 23 of the New York State Labor Law.

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- D. This provision shall not apply to Contractors or Subcontractors engaged in occupations which are not registered as apprenticeable by the New York State Commissioner of Labor.
- E. This provision shall not apply to emergency procurements entered into pursuant to section 103 of the New York State General Municipal Law and section 167.171 of the Laws of Westchester County.
- F. The Commissioner is authorized to enact rules and regulations as may be deemed necessary for the implementation of this Chapter. This authority shall not include providing any further exemptions to the requirements of this Chapter, which are not already stated herein.

§ 309.31. Additional Considerations Permissible.

The County, in addition to whatever considerations are required by law, may consider the degree to which career opportunities in apprenticeship training programs approved by the New York State Commissioner of Labor may be provided.

§ 309.41. Proof of Participation and Apprentice Completion Rates.

- A. Any prospective Contractor shall submit with their Construction Contract bid:
 - 1. proof of an Apprenticeship Agreement;
 - 2. most recently available certificates of completion. which show that each of the Contractor's applicable registered apprenticeship programs has an apprentice completion rate of at least thirty percent (30%) as determined by the New York State Department of Labor; and
 - 3. a certification that it shall fulfill its obligations under Section 309.21(a) of this Chapter.
- B. Within ninety (90) days of the Date of the Award of the Construction Contract, the Contractor shall submit to the Commissioner, for all Subcontractors under the Construction Contract:
 - 1. proof of each Subcontractor's Apprenticeship Agreement(s); and
 - 2. certificates of completion, which show that each of the Subcontractor's applicable registered apprenticeship programs has an apprentice completion rate of at least thirty percent (30%) as determined by the New York State Department of Labor.

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C. Completion Rate Exemptions.

1. A registered apprenticeship program, under which any Apprenticeship Agreement is executed, shall be exempt from the completion rate requirements of § 309.41(A)(2) and § 309.41(B)(2) where that apprenticeship program:
 - i. is still in its probation period with the State Department of Labor, consistent with 12 N.Y.C.R.R. ch. IX, pt. 601: or
 - ii. is within one year of the projected completion date of its first apprentice(s) eligible to be included in the completion rate calculation.
2. For the exemption to apply, the Contractor shall submit to the Commissioner. On behalf of the Contractor and/or any Subcontractors, a copy of the relevant fully executed program registration agreement or proof of the State Department of Labor's provisional approval of the apprenticeship program.

§ 309.51. Certified Payroll.

The Contractor shall provide the Commissioner with a certified monthly payroll, which shall include the following information for each person employed to work on the Construction Contract by the Contractor and/or any Subcontractor: worker's name, address, last four digits of Social Security Number, classification(s) in which the worker was employed, hourly wage rate(s) paid, supplements paid or provided, and daily and weekly number of hours worked in each classification.

§ 309.61. Applicability.

- A. This Chapter shall apply to Construction Contracts and Subcontracts entered on or after the effective date of the law, but shall not apply to extensions or renewals that were authorized pursuant to a provision contained in a Construction Contract or Subcontract that was executed prior to the effective date of the law. Nothing herein shall impair existing Construction Contracts or Subcontracts.
- B. The requirements of Sections 309.21 and 309.41 of this Chapter, although recommended, shall not apply to a Contractor or Subcontractor upon receipt of a verified written statement that the total number of persons employed by such Contractor or Subcontractor is 14 or fewer.

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§ 309.71. Sanctions and Remedies.

- A. The failure of a prospective Contractor to provide the following may result in the determination that the bid is non-responsive:
 - 1. proof of an Apprenticeship Agreement for such Contractor as required by Section 309.21(A) or a verified written statement that the total number of persons employed by such Contractor is 14 or fewer; and/or
 - 2. a certification that a copy of this Local Law and notice of the requirements therein shall be provided to each Subcontractor. as required by Section 309.41(A)(3).

- B. The County may withdraw or suspend its approval of one or more Subcontractors on any Construction Contract, or any portion thereof, in the event that it is established that a Subcontractor failed to comply with the requirements of this Chapter.

§ 309.81. Copy of Law Provided.

- A. The Commissioner shall cause a copy of this Local Law to be provided with the bid specifications for each bid for a Construction Contract.

- B. This Local Law shall be included as an Appendix to each Construction Contract.

§ 309.91. Severability.

If any clause, sentence, paragraph, section, or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

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Section 2.

The Clerk of the Board shall cause a notice of this Local Law to be published at least once a week for two successive weeks, the first publication of which shall be had within ten days after such local law is adopted, in the official newspapers published in the County of Westchester. said notice to contain the number, date of adoption and a true copy of the Local Law, and a statement that this Local Law changes a provision of law relating to public bidding and/or contracts, and is therefore subject to the provisions of Sections 209.171(2) and 209.181 of the Laws of Westchester County, providing for a permissive referendum.

Section 3.

This Local Law shall take effect ninety (90) days after its adoption, subject to the provisions of Section 209.181 of the Laws of Westchester County

PROPOSAL PAGE
APPRENTICESHIP AGREEMENT REQUIREMENT

In accordance with Chapter 309 of the Laws of Westchester County, the bidder shall complete this form.

Questions the bidder shall answer as part of its bid:

(1) Is the bidder engaged in an occupation which is registered as apprenticeable by the New York State Commissioner of Labor?	Yes [] No []
(2) Is the Contract being bid for the construction, reconstruction, improvement, rehabilitation, repair, furnishing, equipping of or otherwise providing for any building, facility or physical structure?	Yes [] No []
(3) Is the Contract amount in excess of \$250,000?	Yes [] No []
(4) Is the total number of persons employed by the bidder more than 14?	Yes [] No []

If the bidder answered “No” to Questions (1), (2) or (3) above, the bidder can stop here and should sign this form below before a notary public.

If the bidder answered “No” to Question (4) above, the Bidder must complete the following verification and sign this form below before a notary public:

VERIFICATION AS TO NUMBER OF PERSONS EMPLOYED
I hereby verify on behalf of the bidder and under penalty of perjury that the total number of persons employed by the bidder is 14 or fewer.
Signature of Bidder: _____ Print Name: Print Title:

If the bidder answered “Yes” to Questions (1), (2), (3) and (4) above, the bidder hereby certifies to the following:

1. The bidder has submitted with the bid proof of an Apprenticeship Agreement appropriate for the type and scope of work to be performed and registered with the New York State Commissioner of Labor pursuant to the requirements found in Article 23 of the New York State Labor law.
2. The bidder has submitted with the bid either:
 - a. proof of 30% apprentice completion rate for the applicable registered apprenticeship program by the submission of the most recently available certificates of completion, which show that each of the bidder’s applicable registered apprenticeship programs has an apprentice completion rate of at least thirty percent (30%) as determined by the New York State Department of Law,
or
 - b. proof of exemption from the 30% completion rate (See § 309.41(C) of the Local Law) by the submission of a copy of the relevant fully executed program registration agreement or proof of the New York State Department of Labor’s provisional approval of the apprenticeship program.
3. The bidder shall provide each Subcontractor with notice of the requirements for Apprenticeship Agreements as appropriate, and a copy of Chapter 309 of the Laws of Westchester County, at the time of the execution of each respective Subcontract.

PROPOSAL PAGE
APPRENTICESHIP AGREEMENT REQUIREMENT

4. Within 90 days of the Date of the Award of the Contract, the bidder shall submit to the Commissioner, for all Subcontractors under the Construction Contract proof of an Apprenticeship Agreement and proof of a 30% completion rate for the applicable registered apprenticeship program or an exemption to the 30% completion rate. For this submission, the successful bidder shall use the Subcontractor Apprenticeship Form which can be found in the SAMPLE FORMS.

SIGNATURE

I hereby verify on behalf of the bidder and under penalty of perjury that the above statements are true and know that they will be relied upon by the County in the evaluation of the bid.

Name of Bidder: _____

Signature of

Bidder: _____

Print Name:

Print Title:

NOTARY PUBLIC

STATE OF _____)

SS:

COUNTY OF _____)

_____, being duly sworn, deposes and says that he/she is the _____ of the bidder described herein and who executed the foregoing verification, that he/she has read the same and knows the contents thereof, and that the statements contained herein are true.

Sworn to before me this ____ day of _____, 202__.

Notary Public

SAMPLE FORMS

**SUBCONTRACTOR
APPRENTICESHIP AGREEMENT REQUIREMENT**

(To be Completed by Subcontractor and submitted by Contractor **within 90 days of Award** of the Construction Contract)

In accordance with Chapter 309 of the Laws of Westchester County, the Subcontractor shall complete this form.

Questions the Subcontractor shall answer:

(1) Is the Subcontractor engaged in an occupation which is registered as apprenticeable by the New York State Commissioner of Labor?	Yes [] No []
(2) Is the total number of persons employed by the Subcontractor more than 14?	Yes [] No []

If the Subcontractor answered “No” to Questions (1), the Subcontractor can stop here and must sign this form below before a notary public.

If the Subcontractor answered “No” to Question (2) above, the Subcontractor must complete the following verification and sign this form below before a notary public:

VERIFICATION AS TO NUMBER OF PERSONS EMPLOYED
I hereby verify on behalf of the Subcontractor and under penalty of perjury that the total number of persons employed by the Subcontractor is 14 or fewer.
Signature of Subcontractor: _____ Print Name: Print Title:

If Subcontractor answered “Yes” to Questions (1) and (2) above, the Subcontractor hereby certifies to the following:

1. The Subcontractor has submitted to the Contractor who has or will submit to the Commissioner pursuant to Chapter 309 proof of an Apprenticeship Agreement appropriate for the type and scope of work to be performed and registered with the New York State Commissioner of Labor pursuant to the requirements found in Article 23 of the New York State Labor law.
2. The Subcontractor has submitted to the Contractor who has or will submit to the Commissioner pursuant to Chapter 309 either:
 - a. proof of 30% apprentice completion rate for the applicable registered apprenticeship program by the submission of the most recently available certificates of completion, which show that each of the Subcontractor’s applicable registered apprenticeship programs has an apprentice completion rate of at least thirty percent (30%) as determined by the New York State Department of Law,
or

SAMPLE FORMS

**SUBCONTRACTOR
APPRENTICESHIP AGREEMENT REQUIREMENT**

- b. proof of exemption from the 30% apprenticeship completion rate (See § 309.41(C) of the Local Law) by the submission of a copy of the relevant fully executed program registration agreement or proof of the New York State Department of Labor's provisional approval of the apprenticeship program.

SIGNATURE

I hereby verify on behalf of the Subcontractor and under penalty of perjury that the above statements are true.

Name of Subcontractor: _____

Signature: _____

Print Name:

Print Title:

NOTARY PUBLIC

STATE OF _____)

SS:

COUNTY OF _____)

_____, being duly sworn, deposes and says that he/she is the _____ of the Bidder described herein and who executed the foregoing verification, that he/she has read the same and knows the contents thereof, and that the statements contained herein are true.

Sworn to before me this ____ day of _____, 202__.

Notary Public

COUNTY OF WESTCHESTER

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

**COUNTY OFFICE BUILDING/ROOM 500
WHITE PLAINS, NEW YORK**

CONTRACT AND BOND

FOR:

CONTRACT No. XX XXX

**John Nonna
County Attorney**

CONTRACT NO.: _____

Amount of Contract: \$ _____

THIS AGREEMENT made this ____ day of _____, **20**____, by and between the **COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, hereinafter, "County", and

hereinafter called the "Contractor", WITNESSETH as follows:

WHEREAS, the Commissioner of Public Works and Transportation, hereinafter called "Commissioner", by virtue of the power and authority in him vested did advertise for proposals and bids for:

Westchester County, New York, to furnish all labor, tools, implements and materials that may be requisite and necessary to the execution and completion of the work according to the plans, specifications, profiles and other drawings relating to such work, as approved by the County of Westchester and now on file in the Office of the Commissioner, and

WHEREAS, the Contractor did bid for said work in the manner and form as required by said plans and specifications and, being the lowest responsible bidder therefore, was duly awarded the Contract for such work at prices named in the itemized proposal by a resolution of the Board of Acquisition and Contract of the said County of Westchester.

NOW THEREFORE, the Contractor, in consideration of the prices so named for the various items of work to be paid for as hereinafter provided, does for itself, its representatives, agents, executors, administrators, successors or assigns, covenant and agree with the County that it, the said Contractor, shall and will at its own proper costs and charges and in conformity with said plans and specifications which are made a part of this Contract without setting forth same herein, provide all manner and kind of materials, molds, models, cartage, appliances and appurtenances required and of every description necessary for the due and proper performance of this Contract and the completion of said work to be done under the supervision and direction of the Commissioner, in a good workmanlike manner and in conformity with said plans and specifications without any alteration, deviation, additions, or omissions therefrom except upon due request and under the written direction of said Commissioner.

The Contractor acknowledges receipt of the Notice to Contractors, Special Notices, General Requirements and Proposals, Information for Bidders, General and Special Clauses, Technical Specifications, the Plans, and Specifications relating to this Contract, as well as all issued Addenda thereto (collectively, the "Bid Documents"), all of which are expressly incorporated in this Contract as if fully set forth herein.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties to this Contract that if in the opinion of the said Commissioner of the County of Westchester it shall become necessary to make any change in the work called by the plans and specifications which are a part of this Contract, whereby, consistent with the Information for Bidders, the work contemplated by said plans and specifications is modified and reduced and the costs and expenses of such work lessened, that then and in that event the Contractor will do the work as changed and modified and the said Commissioner shall estimate the difference between the original estimate of quantities therefor and the amount that should be paid by reason of the modification and change and the difference shall be deducted from the original estimate of quantities therefore of said Contract and said Contractor shall be paid accordingly. The estimate of said Commissioner shall be final and conclusive upon the parties hereto and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules. Any changes, modifications or deductions shall in no way invalidate this Contract and said Contractor agrees that in the event of any such change or modification reducing the original, estimated quantities therefore, it will not make any claim for any profit, or loss of profit by reason thereof. Notwithstanding any dispute or disagreement arising hereunder, Contractor agrees that the Work shall not be delayed nor disrupted by reason thereof.

The County hereby covenants and agrees with the said Contractor, in consideration of the covenants and agreements herein being strictly and in all respects complied with by the said Contractor as specified, that it will well and truly pay unto the said Contractor the unit prices set forth in the Proposal for the various items included in the Contract.

All partial payments will be made in accordance with the provisions set forth in the Information for Bidders and especially that part thereof which relates to "Estimates and Payments".

Furthermore, all partial payments will be made on the claim voucher and verified certificate of the Commissioner, both of which shall be filed in the Office of the Commissioner of Finance of the County of Westchester. The said claim voucher shall show the value of the work completed and the verified certificate shall show the said work was done in accordance with the plans and specifications.

With the final estimate the Contractor shall furnish to the Construction Administrator a sworn statement listing all unpaid bills and liabilities incurred under this Contract up to and including the date of the estimate. Where there are any bills or liabilities in excess of moneys due under any estimate under this Contract, the Construction Administrator may withhold payment of the estimate pending a satisfactory proof of settlement or adjustment of any excess claims. No final estimate will be approved or passed for payment unless and until the Contractor furnishes satisfactory proof that all bills and liabilities incurred under the Contract are paid in full and complies with the requirements of Section 220-a of the Labor Law.

Acceptance shall be effected as follows: whenever, in the opinion of the Commissioner, the Contractor shall have completely performed the Contract on his part to be performed, the Commissioner shall so certify in writing to the Board of Acquisition and Contract of the County and file such certificate with the said Board, stating therein, in substance that the work has been duly examined by him and that the same has been fully performed and completed in accordance with the terms of the Contract therefor, and recommending the acceptance thereof. When the Board of Acquisition and Contract by resolution duly adopts, approves and ratifies, the said acceptance shall be complete. No final payment shall be made under this Contract until such certificate of completion and recommendation of acceptance have been approved and ratified by a resolution of said Board of Acquisition and Contract.

Unless otherwise provided for in the contract documents, the Commissioner may take over, use, occupy or operate any part of the Work at any time prior to Final Acceptance upon written notification to the Contractor. The Engineer shall inspect the part of the Work to be taken over, used, occupied or operated, and will furnish the Contractor with a written statement of the Work, if any, that remains to be performed on such part. The Contractor shall not object to, nor interfere with, the Commissioner's decision to exercise the rights granted herein. In the event the Commissioner takes over, uses, occupies or operates any part of the work: (i) the Commissioner shall issue a written determination of Substantial Completion with respect to such part of the Work; and (ii) the Contractor shall be relieved of its absolute obligation to protect such part of the unfinished work in accordance with Article 19 of the General Clauses.

The Commissioner will approve a final estimate for final payment consistent with the authorization of final acceptance from the Board of Acquisition and Contract less previous payments and any and all deductions authorized to be made by the Commissioner under the Contract or law. Payment pursuant to such final estimate less any additional deductions authorized to be made by the Commissioner of Finance under the Contract or law shall constitute the final payment and shall be made by the Commissioner of Finance. If the contract is terminated prior to final acceptance the Commissioner is authorized to prepare a final payment as otherwise authorized by the Board of Acquisition and Contract subject to the above noted adjustments.

Upon the completion and acceptance of this Contract by the Board of Acquisition and Contract, as aforesaid, the Commissioner shall proceed with all reasonable diligence to ascertain from actual measurements the whole amount of work done by the Contractor, and also the value of such work under and according to the terms of this Contract, and thereupon make out in writing a final estimate therefor.

After the completion and acceptance as herein above-mentioned, the Commissioner of Public Works and Transportation shall file with the Commissioner of Finance of the County of Westchester the original verified certificate, claim voucher and the certification required by Section 220-a of the Labor Law, together with a certified copy of the resolution of approval and ratification of the Board of Acquisition and Contract of the said verified certificate and claim voucher and the resolution of acceptance of completion.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties to this Contract that the Contractor will accept the unit prices named in the proposal for all additions to or deductions from the original quantities as given in the specifications. It is agreed that the Commissioner will make estimates of the value for the work completed as provided in the specifications and the final estimate will be made accordingly.

The Contractor further agrees that if at any time before or within thirty days after the whole of the work herein agreed to be performed has been completed and accepted any person or persons claiming to have performed any labor or furnished any material towards the performance and completion of this contract shall file with the proper officials any such notice as is described in the Lien Law, or any other act of the Legislature of the State of New York, the Contractor shall cause such Lien to be discharged of record. Otherwise and in every case and until the Lien is discharge of record the County shall retain, anything herein to the contrary notwithstanding, from the moneys under its control and due or to grow due under this Contract the sum of one hundred fifty (150%) percent of the amount of such Lien, unless otherwise authorized to withhold a larger amount. The Contractor further agrees to pay the County upon

demand the costs, including but not limited to attorney's fees, incurred by the County in any action(s) brought to foreclose or otherwise enforce said Lien.

The term of this Agreement shall commence on _____ and shall terminate on _____. It is recognized and understood by the parties that the above Agreement termination date is solely for accounting purposes to allow for final closeout of this Agreement. Accordingly, the Contractor covenants and agrees to commence the work embraced in this Agreement on the Agreement commencement date and to complete said work in all respects on or before the work completion date set forth the General Requirements section of this Agreement.

It is further understood and agreed by the parties hereto that the time of completion is of the essence of this Contract.

It is further understood and agreed by the Contractor that before entering upon the performance of this Contract it shall have approved by the County Attorney the Bond required to be furnished by it in the sum of --- _____ **DOLLARS-00/100---** [\$ _____]-conditioned for the faithful performance of the work.

The Contractor agrees to procure and maintain the insurance naming the County as additional insured, as provided and described in the Bid Documents. In addition to, and not in limitation of the insurance provisions in the Bid Documents, the Contractor agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, employees, agents and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Contractor or third parties under the direction or control of the Contractor; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

(c) In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

The Contractor hereby covenants and agrees to observe the plans, specifications and directions of the Commissioner in the doing of the work provided for under this Contract and to furnish the necessary materials and implements required therefore and to remove condemned material and rubbish as provided by plans and specifications and to employ a competent and sufficient force of workmen to complete the work of this improvement within the time specified. Should the Contractor at any time become insolvent, make an assignment for the benefit of creditors, abandon the Work, reduce its working force to a number which, if maintained, would be insufficient, in the sole opinion of the Commissioner, to complete the Work in accordance with the approved progress schedule; sublet, assign or otherwise dispose of this Contract other than as permitted elsewhere herein, refuse or neglect to supply a sufficiency of properly skilled workmen, or of material of the proper quantity or fail in any respect to prosecute the work with promptness and diligence, or fail in any other way in the performance of any of the agreements herein

contained; all the foregoing being deemed acts of default, and such default being certified by the Commissioner, the County of Westchester, acting by the Board of Acquisition and Contract, shall be at liberty after five days written notice to the Contractor to provide any such labor or materials, use any and all sums due or to become due to the Contractor under this Contract, to pay for such labor and material, and if the Commissioner shall certify that such default is sufficient ground for such action, the County of Westchester acting by the Board of Acquisition and Contract, shall also be at liberty to terminate the employment of the Contractor for the said work and to enter upon the premises and take possession for the purpose of completing the work included under this Contract of all materials, tools and appliances thereon and to employ any other person or persons to finish the work and provide the materials therefore. Upon the Contractor's receipt of a notice from the County the Contractor shall immediately discontinue all further operations under this Contract. In case of such termination, the Contractor shall not be entitled to receive any further payment under this Contract until the said work shall be wholly finished, at which time if the unpaid balance of the amount to be paid under this Contract shall exceed the reasonable value of the work performed and the material furnished or the total costs therefor, whichever is greater, in finishing the work, such excess shall be paid by the County of Westchester to the Contractor, but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the County.

The expense incurred by the County and the total costs as herein provided either for furnishing materials or for finishing the work and any damage incurred through such default shall be certified by the Commissioner whose certificate thereof shall be final and conclusive upon the parties and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules.

In case the County shall declare the Contractor in default as to a part of the work only, the Contractor shall immediately discontinue such part, shall continue performing the remainder of the Work in strict conformity with the terms of the Contract.

In completing the whole or any part of the Work under the provisions of this Contract, the Commissioner shall have the power to depart from or change or vary the terms and provisions of this Contract. Such departure, change or variation, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Commissioner's certification of the cost of completion referred to above, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for his default or partial default.

In addition to termination as provided for above, the County may terminate this Contract for the convenience of the County by written notice to the Contractor from the Commissioner. In such event and upon receipt of such notice the Contractor shall stop work on the date specified in the notice; take such actions as may be necessary to protect and preserve the County's materials and property; cancel all cancelable orders for material and equipment; assign to the County and deliver to the jobsite or any other location designated by the Commissioner any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Contract and which has been specifically fabricated for the sole purpose of this Contract and not incorporated in the Work; and take no action that will increase the amounts payable by the County under this Contract.

In the event the contract is cancelled for the convenience of the County the following provisions shall apply:

- (a) For Work completed prior to the notice of termination, the Contractor shall be paid the fair and reasonable value of its work determined by the pro rata portion of the lump sum bid amount based upon the percent completion of the

Work as of the date of termination as determined by the Commissioner, plus work completed pursuant to approved change orders, less amounts previously paid. For purposes of determining the pro rata portion of the lump sum bid amount to which the Contractor is entitled, the Contractor's approved bid breakdown pursuant to Article 21 of the Information for Bidders shall be considered but shall not be dispositive as to the fair and reasonable value.

(b) For non-cancelable material and equipment that is not capable of use except in the performance of this Contract and which has been specifically fabricated for the sole purpose of this Contract, but not yet incorporated in the Work, the Contractor shall be paid the fair and reasonable value thereof as determined by the Commissioner, but not more than the Contractor's cost for such material and equipment, plus an additional sum of two (2%) percent of such fair and reasonable value.

(c) In the event the County terminates a lump sum Contract for convenience within thirty (30) days after the Contractor has received the Notice of Award from the County, the Contractor shall be paid one (1%) percent of the difference between the total lump sum bid amount and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to (a) and (b).

(d) On all unit price Contracts, or on unit price items in a Contract, the County will pay the Contractor the sum of (e) and (f) below, less all payments previously made pursuant to this Contract:

(e) For all completed units, the unit price stated in the Contract, and

(f) For units that have been ordered but are only partially completed, the Contractor will be paid (i) a pro rata portion of the unit price as stated in the Contract based upon the percent completion of the unit as determined by the Commissioner and (ii) for non-cancelable material and equipment, payment will be made pursuant to (b), above.

(g) The Commissioner's determination(s) hereunder shall be final, binding and conclusive and subject to review only pursuant to Article 78 of the New York Civil Practice Law and Rules.

(h) The County shall not be liable to the Contractor for any payment or claim if the termination for convenience results in a reduction of thirty (30%) percent or less of the original contract price as bid.

On all Contracts or items in a Contract where time and material records are specified as the basis for payment of the Work, the Contractor shall be paid in accordance with Article 29 of the General Clauses, less all payments previously made pursuant to this Contract.

In no event shall any payments made pursuant to a termination for convenience exceed the Contract price for such items, either individually or collectively.

All payments made pursuant to a termination for convenience shall be in the nature of liquidated damages and shall be accepted by the Contractor in full satisfaction of all claims against the County.

The County may deduct or set off against any sums due and payable arising from a termination for convenience, any claims it may have against the Contractor.

In the event the County terminates the Contractor for default and it is subsequently determined that the Contractor was not in default, said termination shall automatically be converted for all purposes into a termination for convenience.

It is further understood and agreed between the parties hereto that no certificate given or payment made under this Contract, except the final certificate or final payment shall be conclusive evidence of the performance of this Contract either wholly or in part and that no payment shall be construed to be an acceptance of defective work or improper materials. If the Contractor shall fail to replace any defective work or materials, the County may cause such defective materials to be removed and defective work to be replaced and the expense thereof shall be deducted from the amount to be paid the Contractor.

Anything to the contrary in the preceding paragraph notwithstanding, the Contractor is responsible for the repair of defects in materials and workmanship for a period of one year from the date of final acceptance of the work by the Board of Acquisition and Contract, unless a longer term is specified in the specifications.

The Contractor further agrees not to assign, transfer, convey, sublet or otherwise dispose of this Contract, or its right, title or interest in or to the same, or any part hereof without the previous consent in writing of the Board of Acquisition and Contract of the County. Before a Subcontractor shall proceed with any work, the Commissioner must first recommend and the Board of Acquisition and Contract must approve the use of the Subcontractor on this Contract. If a Subcontractor is not approved it may not work on this Contract. The Contractor specifically waives any claim due to the failure or refusal of the Commissioner or the Board of Acquisition and Contract to approve said Subcontractor.

The Contractor agrees to hold himself responsible for any claims made against the County for any infringement of patents by the use of patented articles in the construction and completion of the work or any process connected with the work agreed to be performed under this Contract or of any material used upon the said work, and shall indemnify and save harmless the County for the costs, expenses and damages which the County may be obligated to pay by reason of any infringement of patents used in the construction and completion of the work.

The parties hereto agree that no laborer, workman or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. No such person shall be so employed more than eight hours in any day or more than five days in any one week except in such emergency. Time lost in any week because of inclement weather by employees engaged in the construction, reconstruction and maintenance of highways outside of the limits of cities and villages may be made up during that week and/or the succeeding three weeks.

The Contractor further agrees to erect and maintain during construction all necessary guards, rails and signals to prevent accidents to persons, vehicles or to the adjoining property and also agrees to use all necessary precautions in blasting and that he will indemnify and save the County of Westchester harmless from all suits and actions of any kind and nature whatsoever from or on account of the construction of said work.

It is further understood and agreed by the parties hereto that should any dispute arise respecting the true construction, interpretation or meaning of the Contract plans, specifications or conditions herein,

or the measurements for the payment thereunder, same shall be referred to and decided by the said Commissioner and his decision thereon shall be final and conclusive upon the parties thereto and may not be challenged except in a proceeding commenced pursuant to Article 78 of the Civil Practice Law and Rules. This provision shall also apply to the true value of and duly authorized extra work or any work permitted by agreement in case any work shall be ordered performed, or any work called for shall be so omitted under and upon the direction of said Commissioner.

The Contractor by the submitting of bids and execution of this Contract hereby covenants and agrees that he has examined the plans, specifications and the site work, as to local conditions, difficulties and accuracy of approximate estimate of quantities and does hereby further covenant and agree that he will not make any claim for damages by reason of any such local conditions, difficulties or variation of approximate estimate of quantities.

The Contractor represents and warrants to the County with the knowledge and expectation that this warranty will be relied upon by the County that it is not now participating and has not at any time participated, either directly or through any substantially owned or affiliated person, firm, partnership or corporation, in an international boycott in violation of the provisions of United States Export Administration Act of 1969, 50 USC 2401 et seq. or the regulations promulgated thereunder.

The Contractor further warrants and represents that it is financially solvent, and sufficiently experienced and competent to perform the work and that the facts provided by it to the County in its bid and supporting documents, and contract documents are true and correct in all respects.

This Contract shall become void and any rights of the Contractor hereunder shall be forfeited if, subsequent to the execution hereof, the Contractor is convicted of a violation of the provision of the United States Export Administration Act of 1969, 50 USC 2401 et seq. as amended or has been found upon the final determination of the United States Commerce Department or any other appropriate agency of the United States or the State of New York to have violated such act or regulations.

If the Contractor, any officer, director, or any party holding a controlling interest (defined as five (5%) percent or more, or in the case of a corporation, any stockholder owning five (5%) percent or more of the outstanding shares) is convicted of a crime (excluding Class B and Unclassified Misdemeanors as defined under the New York State Penal Law and their equivalent in any city, state or under Federal law related to the type of services or activities which are the subject matter of this Contract) or if a related or affiliated company, partnership or corporation is convicted of a crime (excluding Class B and Unclassified Misdemeanors as defined above) after this Contract is fully executed, the County shall have the right to terminate this Agreement immediately and without penalty. An "affiliated company" as used herein means any affiliate which is a partnership, corporation, proprietorship, association or other entity (i) in which a 50% or greater ownership interest (as defined below) is directly or indirectly held by the Contractor or any of its management personnel (as defined below) or directors, (ii) which directly or indirectly holds 50% or more of the ownership interest in the Contractor, (iii) in which an aggregate 20% or greater ownership interest is directly or indirectly held by one or more shareholders (or partners or proprietors, in the case of a partnership or proprietorship) which or who in the aggregate hold a 20% or greater ownership interest in the Contractor, or (iv) which, whether by Contract or otherwise, directly or indirectly controls, is controlled by or is under common control with the Contractor. An "ownership interest" means the ownership, whether legally or beneficially, of the stock of or assets employed by a corporation, of a partnership interest in or assets employed by a partnership or of a similar interest in or assets employed by any other entity. "Management personnel" means executive officers and all other

persons, whether or not officers or employees, who perform policy-making functions similar to those of executive officers.

The Contractor represents that at the time of execution of this Contract, no individual or entity, as described above, has been convicted of a crime during the five (5) year period preceding the execution of this Contract.

Pursuant to Chapter 308 of the Laws of Westchester County (Local Law 18-1997), it is the goal of the County to use its best efforts to encourage, promote and increase participation of business enterprises that are owned and controlled by persons of color or women in contracts and projects funded by the County, and to monitor such participation. The parties agree that the Contractor has completed the questionnaire contained in the bid specifications attached hereto as part of this Agreement.

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, the parties agree that the Contractor has completed the questionnaire entitled Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans contained in the bid specifications attached hereto as part of this Agreement.

Westchester County Local Law Intro No. 144-2026, which added Chapter 309 to the Laws of Westchester ("Chapter 309"), is attached hereto and made a part hereof as Appendix "A". The Contractor shall comply with Chapter 309, as applicable. Any failure to strictly comply with the provisions of Chapter 309 shall constitute a material default hereunder.

It is recognized and understood by the parties that this Contract is subject to appropriation by the Westchester County Board of Legislators. The County shall have no liability under this Contract beyond the funds, if any, that are appropriated and available for payment of the amounts due under this Contract. Notwithstanding the foregoing, the County will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which payments under this Contract may be made.

The parties hereto for themselves, their legal representatives, successors and assigns, expressly agree that any legal action or proceeding that may arise out of or relating to this Contract shall be brought and maintained only in the courts of the State of New York ("New York State Court") located in the County of Westchester. With respect to any action between the County and Contractor in New York State Court, the Contractor hereby expressly waives and relinquishes any rights it may otherwise have (i) to move to dismiss on grounds of forum *non conveniens*; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside of Westchester County.

The Contractor for itself, its legal representatives, successors or assigns expressly agrees that no legal action or proceeding shall lie or be maintained against the County upon any claims based upon or arising out of this Contract unless such action or proceeding shall be commenced within six (6) months of final acceptance of the work by the Board of Acquisition and Contract, or within six (6) months after the termination of this Contract, whichever first occurs.

This Contract and its terms, covenants, obligations, conditions and provisions shall be binding upon all the parties hereto, their legal representatives, successors and assigns.

This Contract shall not be enforceable until it is signed by all parties and approved by the Office of the County Attorney.

[Intentionally Left Blank.
Signatures to Follow.]

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this agreement, THE COUNTY OF WESTCHESTER pursuant to law by:

 Hugh J. Greechan, Jr., P.E. its **Commissioner**

and the **CONTRACTOR:** _____

BY _____ its _____
(Type or Print Name) **(Type or Print Title)**

THE COUNTY OF WESTCHESTER:

BY: _____
Commissioner

CONTRACTOR:

(SEAL)

BY: _____
(Signature)

ATTEST
BY: _____
(Signature)

Recommended:

Department of Public Works and Transportation

Approved:

County Attorney

**CERTIFICATE OF AUTHORITY
LIMITED LIABILITY COMPANY**

(Member/Manager OTHER THAN person executing Agreement)

certify that I am a _____ of the
Member/Manager

(the "LLC") duly
(Limited Liability Company)

organized under the Laws of the State of _____; that

(Person Executing Agreement) who signed said agreement on behalf

of the LLC was, at the time of execution, a Member/Manager of the LLC; that said Agreement was duly signed for and on behalf of said LLC and as the act of said LLC for the purposes therein mentioned.

(Signature)

STATE OF NEW YORK)

)ss:

COUNTY OF)

On the _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the Member/Manager described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at

_____ and he/she is a Member/Manager of LLC; that he/she is duly authorized to execute said certificate on behalf of said LLC, and that he/she signed his/her name thereto pursuant to such authority.

Notary

Date: _____

APPENDIX "A"

LOCAL LAW INTRO. NO. 144-2026

A Local Law adding a new Chapter 309 to the Laws of Westchester County to require that County contractors and subcontractors have in place apprenticeship agreements appropriate for the type and scope of work to be performed, that have been registered with the New York State Commissioner of Labor.

BE IT ENACTED by the County Board of the County of Westchester as follows:

Section 1. Chapter 309 of the Laws of Westchester County is hereby added to read as follows:

CHAPTER 309

APPRENTICESHIP AGREEMENTS REQUIRED FOR COUNTY CONSTRUCTION CONTRACTS

§309.01	Legislative Intent
§309.11	Definitions
§309.21	Requirement of Apprenticeship Agreements for Construction Contracts.
§309.31	Additional Considerations Permissible
§309.41	Proof of Participation and Apprentice Completion Rates
§309.51	Certified Payrolls
§309.61	Applicability
§309.71	Sanctions and Remedies
§309.81	Copy of Law Provided
§309.91	Severability

§ 309.01. Legislative Intent.

The County Board of Legislators recognizes that the New York State Legislature has declared it the public policy of the State of New York to develop sound apprenticeship training standards and to encourage labor and industry to participate in apprenticeship programs. Section 816-b of the New York State Labor Law authorizes governmental entities like the County that are direct or indirect parties to a construction contract to require contractors and subcontractors to have apprenticeship agreements in place

that are appropriate for the type and scope of work to be performed, and that have been registered with by the New York State Commissioner of Labor pursuant to Article 23 of the Labor Law.

The County Board finds that New York State registered apprenticeship programs provide valuable educational and training tools for County residents, and may facilitate the ability of County residents to obtain skilled jobs. The County Board finds that it would be valuable to encourage local businesses to participate in such state registered apprenticeship programs, in order to meet the need for skilled trade persons, while providing residents with the means to earn a better living. New York State-approved apprenticeship programs also encourage equal opportunity for apprentices and applicants for apprenticeship, consistent with state and federal regulations, in order to enhance workforce development and diversification, and to prevent exclusionary practices. *See* 12 N.Y.C.R.R. 600.4; *see also* 29 C.F.R. pt. 30.

§ 309.11. Definitions.

- A. "Apprenticeship Agreement" means: (1) an individual written agreement between an employer and an apprentice; (2) a written agreement between an employer or an association of employers, and an organization of employees describing conditions of employment for apprentices; or (3) a written statement describing conditions of employment for apprentices in a plant or plants where there is no bona fide employee organization.
- B. "Commissioner" means the Commissioner of the Department of Public Works and Transportation.
- C. "Construction Contract" means any contract to which the County or and of its departments or agencies may be a direct or indirect party which involves the construction, reconstruction, improvement, rehabilitation, repair, furnishing, equipping of or otherwise providing for and building facility, or physical structure in excess of \$250,000. A public entity need not be part of the Construction Contract. A Construction Contract includes: projects that Westchester County funds directly; projects that Westchester County funds indirectly by providing funds to a separate entity to perform the construction-type activity; privately financed construction projects specifically built with the intent of leasing the entire property to any agency or department of Westchester County government; and construction projects built under Westchester County's direction and later paid for with Westchester County funds.
- D. "Contractor" means any bidder for, or awardee of, a Construction Contract, as defined in this section, obtained through competitive bidding procedures.
- E. "Date of Award of the Construction Contract" means the date that the Construction Contract has been approved by the Board of Acquisition and Contract.
- F. "Subcontract" means any agreement between Contractors or any agreement between a Contractor and an} person or entity under which any portion of the Contractor's obligation is performed, undertaken or assumed.
- G. "Subcontractor" means an individual, sole proprietorship, partnership, joint venture or corporation which is engaged by a Contractor or another subcontractor pursuant to a Construction Contract.

§ 309.21. Requirement of Apprenticeship Agreements for Construction Contracts.

- A. A Contractor shall have in place at the time of submission of a bid for a Construction Contract an Apprenticeship Agreement appropriate for the type and scope of work to be performed. Such Apprenticeship Agreement shall be registered with the New York State Commissioner of Labor pursuant to the requirements found in Article 23 of the New York State Labor Law.
- B. A Contractor shall provide each Subcontractor with notice of the requirements for Apprenticeship Agreements as appropriate, and a copy of this Local Law, at the time of the execution of each respective Subcontract.
- C. A Subcontractor shall have in place within ninety (90) days of the Date of the Award of a Construction Contract an Apprenticeship Agreement appropriate for the type and scope of work to be performed. Such Apprenticeship Agreement shall be registered with the New York State Commissioner of Labor pursuant to the requirements found in Article 23 of the New York State Labor Law.
- D. This provision shall not apply to Contractors or Subcontractors engaged in occupations which are not registered as apprenticeable by the New York State Commissioner of Labor.
- E. This provision shall not apply to emergency procurements entered into pursuant to section 103 of the New York State General Municipal Law and section 167.171 of the Laws of Westchester County.
- F. The Commissioner is authorized to enact rules and regulations as may be deemed necessary for the implementation of this Chapter. This authority shall not include providing any further exemptions to the requirements of this Chapter, which are not already stated herein.

§ 309.31. Additional Considerations Permissible.

The County, in addition to whatever considerations are required by law, may consider the degree to which career opportunities in apprenticeship training programs approved by the New York State Commissioner of Labor may be provided.

§ 309.41. Proof of Participation and Apprentice Completion Rates.

- A. Any prospective Contractor shall submit with their Construction Contract bid:
 - 1. proof of an Apprenticeship Agreement;
 - 2. most recently available certificates of completion, which show that each of the Contractor's applicable registered apprenticeship programs has an apprentice completion rate of at least thirty percent (30%) as determined by the New York State Department of Labor; and
 - 3. a certification that it shall fulfill its obligations under Section 309.21(a) of this Chapter.
- B. Within ninety (90) days of the Date of the Award of the Construction Contract, the Contractor shall submit to the Commissioner, for all Subcontractors under the Construction Contract:
 - 1. proof of each Subcontractor's Apprenticeship Agreement(s); and
 - 2. certificates of completion, which show that each of the Subcontractor's applicable

registered apprenticeship programs has an apprentice completion rate of at least thirty percent (30%) as determined by the New York State Department of Labor.

C. Completion Rate Exemptions.

1. A registered apprenticeship program, under which any Apprenticeship Agreement is executed, shall be exempt from the completion rate requirements of § 309.41(A)(2) and § 309.41(B)(2) where that apprenticeship program:
 - i. is still in its probation period with the State Department of Labor, consistent with 12 N.Y.C.R.R. ch. IX, pt. 601; or
 - ii. is within one year of the projected completion date of its first apprentice(s) eligible to be included in the completion rate calculation.
2. For the exemption to apply, the Contractor shall submit to the Commissioner. On behalf of the Contractor and/or any Subcontractors, a copy of the relevant fully executed program registration agreement or proof of the State Department of Labor's provisional approval of the apprenticeship program.

§ 309.51. Certified Payroll.

The Contractor shall provide the Commissioner with a certified monthly payroll, which shall include the following information for each person employed to work on the Construction Contract by the Contractor and/or any Subcontractor: worker's name, address, last four digits of Social Security Number, classification(s) in which the worker was employed, hourly wage rate(s) paid, supplements paid or provided, and daily and weekly number of hours worked in each classification.

§ 309.61. Applicability.

- A. This Chapter shall apply to Construction Contracts and Subcontracts entered on or after the effective date of the law, but shall not apply to extensions or renewals that were authorized pursuant to a provision contained in a Construction Contract or Subcontract that was executed prior to the effective date of the law. Nothing herein shall impair existing Construction Contracts or Subcontracts.
- B. The requirements of Sections 309.21 and 309.41 of this Chapter, although recommended, shall not apply to a Contractor or Subcontractor upon receipt of a verified written statement that the total number of persons employed by such Contractor or Subcontractor is 14 or fewer.

§ 309.71. Sanctions and Remedies.

- A. The failure of a prospective Contractor to provide the following may result in the determination that the bid is non-responsive:
 1. proof of an Apprenticeship Agreement for such Contractor as required by Section 309.21(A) or a verified written statement that the total number of persons employed by such Contractor is 14 or fewer; and/or
 2. a certification that a copy of this Local Law and notice of the requirements therein shall be provided to each Subcontractor, as required by Section 309.41(A)(3).
- B. The County may withdraw or suspend its approval of one or more Subcontractors on any Construction Contract, or any portion thereof, in the event that it is established that a Subcontractor failed to comply with the requirements of this Chapter.

§ 309.81. Copy of Law Provided.

- A. The Commissioner shall cause a copy of this Local Law to be provided with the bid specifications for each bid for a Construction Contract.
- B. This Local Law shall be included as an Appendix to each Construction Contract.

§ 309.91. Severability.

If any clause, sentence, paragraph, section, or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 2.

The Clerk of the Board shall cause a notice of this Local Law to be published at least once a week for two successive weeks, the first publication of which shall be had within ten days after such local law is adopted, in the official newspapers published in the County of Westchester, said notice to contain the number, date of adoption and a true copy of the Local Law, and a statement that this Local Law changes a provision of law relating to public bidding and/or contracts, and is therefore subject to the provisions of Sections 209.171(2) and 209.181 of the Laws of Westchester County, providing for a permissive referendum.

Section 3.

This Local Law shall take effect ninety (90) days after its adoption, subject to the provisions of Section 209.181 of the Laws of Westchester County.

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 **THE COUNTY OF WESTCHESTER, 148 Martine Avenue, White Plains, New York 10601**, as Obligee, (hereinafter "Obligee") for payment of the penal sum of _____ **DOLLARS (\$ _____)**.

(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 # _____.

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 hereof 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 Oblige to the Surety of the Principal's breach or default of the Contract, the Surety shall provide Oblige with written notice of its assumption of all obligations hereunder and request Oblige'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 Oblige; 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 Oblige, which approval shall be granted or withheld in the Oblige's sole discretion, and subject to Oblige's receipt of any and all necessary legal approvals. Surety shall, within five (5) days after written approval from the Oblige 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 Oblige and/or Surety fails to commence completion of the Work within the time periods provided above, the Oblige 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 Oblige for all damages and costs sustained by the Oblige 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 Oblige; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Oblige 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 Oblige, 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 Oblige under any claim which it may assert against the Principal and/or the Surety) against the Principal on this bond, upon first furnishing the Oblige with a Bond of Indemnity for costs in an amount satisfactory to the Oblige, 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 Oblige, 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 Oblige 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 Oblige 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 Oblige to require the foregoing provision to be placed in this Bond.

Notices to the Surety, Principal and Oblige 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 Oblige 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 Oblige, the Surety shall pay to the Oblige all costs, expenses and fees incurred by the Oblige 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 and Title

Principal Signature

SURETY:

(Corporate Seal)

Surety Name

Surety Signature

(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.



JOSEPH FULLER JR., AIA
President

JOHN D'ANGELO, ARA, LEED AP
Executive Vice President

MINUTES OF MEETING – PRE-BID MEETING

JUNE 22, 2026

DATE: JUNE 22, 2026 @ 10:00 AM

RE: WESTCHESTER COMMUNITY COLLEGE
SCIENCE BUILDING INFRASTRUCTURE UPGRADES PHASE 1
F&D PROJECT NO: 24522.00
WCC BID NO 26-962-REV

PRESENT: LAMONT WATSON - DIRECTOR OF PHYSICAL PLANT
ROSS GARRETT - ASST. MECH ENGINEER
STEPHEN MENGLER - SUPERINTENDENT OF BUILDINGS
GEORGE ASPRAS - COLLADO ENGINEERING
JOSEPH FULLER - FULLER AND D'ANGELO, PC, ARCHITECTS
LUKE STEFANCHIK - FULLER AND D'ANGELO, PC, ARCHITECTS
CONTRACTORS - (SIGN-IN MAINTAINED BY WCC) - ATTACHED

INTRODUCTION:

- All parties were introduced
- Bid due date: July 8, 2026 11:00AM at County Office Building
WCC Bid No. **26-962-REV**
148 Martine Avenue Rm. 528, White Plains NY 10601
- Location of Pre-Bid: Meet at WCC Physical Plant Office Parking #7, and then walk over to building.
- Total Base Bid is to include; Unit Cost Allowances – Testing And Caulking and Repointing, up and above base bid work.
- Total Base Bid is to include; Alternates for Pressure Washing and Sealing West, North, East and South elevations, outdoor wall lighting, new HVAC unit in the Greenhouse and removal of existing steam generator unit. All other work base bid.

SUMMARY OF PROJECT:

- Base Bid work is LUMP SUM.
- The architect and engineer reviewed the scope of the work and schedules.

BID FORM:

- It was noted that the bid form is within the specifications booklet. Supplements are required, including county front end requirements.

ADDENDA/RFI's:

- Bid RFI inquiries should be sent to Stephen Mengler all typed on the form provided, via EMAIL to: Stephen.Mengler@sunywcc.edu – in the subject line put **Bid #26-962-REV Attn: Stephen Mengler – at least five (5) days prior to Bid opening.**
- Contractor RFI's should be responded to in an Addendum. This will be posted on the Website **no later than three (3) days prior to Bid opening.** It is the contractor's responsibility to obtain any Addenda from the site prior to bidding and list on the Bid Form receipt of same.

Minutes of Pre-Bid Meeting

CONTRACT AWARD:

- Contract will be awarded to the lowest responsible bidder based upon the following: Total Base Bid.
- The Owner will have the right to reject any bids and disqualify any bidder for reason noted in the bid documents.

BIDDING REQUIREMENTS SECTION: REFER TO SECTION 00 2113

- It was noted that contractors should read carefully the contract documents.

GENERAL CONDITIONS:

- Tax Exempt Project. See General Conditions.
- Bid Bond Required 5% or 10% of Bid, including alternate.
- Have your agent review the insurance requirements before you submit a bid.
- All contractors to include insurance requirements with proper terms and conditions including additionally insured, including Fuller and D'Angelo, Architects and Planners.
- Contractors must include the Accord and Insurance Certificate signed by the same person
- No overtime for Saturday and Sunday shall be paid. The contractor is expected to be fully completed with all work and related Punch List by the dates listed in the Milestone Schedule. Liquidated damages may be assessed for any phase if work is not completed by this date.

USE OF PREMISE:

- Deliveries must be coordinated with the school and Owners Representative.
- All waste and deliveries must be provided over protected floor finishes. (see Addendum)
- All pre-work photographs of areas must be taken prior to use of space, damage will be contractors obligation to correct (see Spec.)
- All mobile FFE will be moved out of affected spaces by the School, all fixed bookshelves and other FFE, will require to be covered with 6mil plastic and taped shut, by Contractor (see Addendum)

SUMMARY OF WORK:

- Work Scope was reviewed:
 - Start/Finish Dates: Per the Letter of Intent or Award of Contract.
 - Pre- Award Meeting may be held
 - LOA approx. July 15, 2026
 - SOV and Schedule 15 days afterward
 - Shops and Materials 15 days afterward
 - **Summer 2026** - Start: August 12, 2026 Exterior
 - Start: August 12, 2026 Interior (SINGLE SHIFT)
 - **Summer 2027** – May 24, 2027 to July 30, 2027 (SINGLE SHIFT)
 - Project Completion Date: July 30, 2027
 - See Specifications for full Schedule

CO-ORDINATION:

- Responsibility of the GC or Fire Suppression contractor – all trades for all work taking place by GC or FSC.

PAYMENTS:

- Once a month. Refer to Section 01 2000. Submit schedule of values and construction schedule.

Minutes of Pre-Bid Meeting

TEMPORARY FACILITIES: REFER TO SECTION 01 5000

- Mobile phone on site.
- Temporary fence required at dumpsters and contractor staging area.
- Temporary lights (if required).
- Waste containers
- Porta San

NON-DISCRIMINATION:

- Make strong effort to hire minority workers and/or sub.

PREVAILING WAGES:

- Prevailing Wage Rates are included in the specification book. Not required under \$100,000.

HAZMAT:

- Abatement is not anticipated. Contractor to stop work and notify Owner if suspect materials are encountered, as detailed on contract drawings.

QUALITY CONTROL:

- QC is the responsibility of the GC and/or FSC and will be monitored by the Architects and Owners Rep.

GENERAL DISCUSSION:

- All Contractors must have OSHA ID and training certificates, which is mandatory, as required to be submitted with the initial payment requisition and certified payroll.
- A walkthrough was performed around all of the work scope areas.
- Should contractors wish to return to the site, they can contact Ross Garrett at 914.606.6940 to make further arrangements.
- 2026 Summer- Clarification of Interior work hours are 6am to 2pm M-F, and 2pm to 9pm
- Extra Noisy Work 6am to 7:45 am as determined by WCC
- 2026 Summer Saturday 6am to 9pm DOUBLE SHIFT Sundays work hours will need to be arranged.
- Contractors are thought to be working on this time sensitive project at least 6 days a week, but must work as required to finish Phases on time with no additional costs to the Owner.
- 2027 Summer- Clarification of Interior SINGLE SHIFT work hours are 6am to 4pm M-F,
- 2027 Summer Saturday 6am to 4pm SINGLE SHIFT Sundays work hours will need to be arranged.
- Contractors are thought to be working on this time sensitive project at least 6 days a week, but must work as required to finish Phases on time with no additional costs to the Owner.
- Contractors may work other hours if cleared with WCC.
- Attached please find the sign-in sheet for the Pre-Bid Meeting.
- The Architects noted Addendum No. 1 will be issued shortly with the Minutes of Meetings. This will be ahead of any further Addenda which will respond to contractor questions.
- It was noted that the District wants all contractors to pay their subcontractors on time.
- It was reiterated that the District wants paperwork i.e. contracts, bonds and insurances from the awarded contractor to the district within two weeks, otherwise the District may go to the next bidder.
- Bidders need to review website for Addendums, up to the last date noted.

Minutes of Pre-Bid Meeting

It is assumed that these Minutes are a true summary of the meeting. Any corrections or omissions should be brought to the attention of the writer. If not, they will be considered substantially correct.

Submitted by,

A handwritten signature in blue ink, appearing to be 'J. Fuller', with a horizontal line extending to the right.

Joseph Fuller

Cc:

Attendees

Contractors – Owner to Distribute via Addendum on website

Attachments:

Sign-In Sheet

