

Memorandum
Department of Public Works and Transportation

17163

TO: Honorable Board of Acquisition and Contract

FROM: John J. Hsu, P.E.
Commissioner of Public Works and Transportation

DATE: February 2, 2011

SUBJECT: Authority to amend Contract No. 09-544 with Bilotta Construction Corp. for Final Closure, Sprout Brook Residue Disposal Facility, Cortlandt Manor, New York, in order to revise Article 12, Section 1, Subsection C of the Project Labor Agreement

Pursuant to a Resolution approved by your Honorable Board on October 28, 2010, the County of Westchester (the "County") awarded Contract No. 09-544 to Bilotta Construction Corp. ("Bilotta"), 296 Purchase Street, Rye, New York 10580 for Final Closure, Sprout Brook Residue Disposal Facility, Cortlandt Manor, New York. The contract was subsequently executed by the County and Bilotta. In accordance with the terms of the contract, prior to the award of Contract No. 09-544, a Project Labor Agreement ("PLA") for this project was executed by Bilotta, the Building and Construction Trades Council of Westchester and Putnam Counties, New York ("BCTC") and the County.

Article 12 – Hours of Work, Premium Payments, Shifts and Holidays, Section 1 – Work Week and Work Day, Subsection C, Scheduling, of the executed PLA states that, "The Contractor shall have the option of scheduling either a five-day or four-day work week and the work day hours consistent with the Project requirements, the Project schedule and minimization of interference."

Bilotta has requested, and the County and the BCTC have agreed, to revise this section of the PLA to include Saturdays as a make-up day. This request is due to the unusually high number of work days lost due to inclement weather during the winter of 2010-2011. It is therefore requested that Contract No. 09-544 be amended in order to revise Article 12, Section 1, Subsection C of the PLA to state, "The Contractor shall have the option of scheduling either a five-day or four-day work week and the work day hours consistent with the Project requirements, the Project schedule and minimization of interference. When conditions beyond the control of the Contractor, such as severe weather, power failure, fire or natural disaster, prevent the performance of On-Site Project Work on a regularly scheduled work day, the Contractor may, with mutual agreement of the involved Local Unions on a trade-by trade basis, schedule work on Friday (where on four 10s) or Saturday (where on five 8s) during that calendar week in which a work day was lost, at straight time pay, provided that the employees involved work a total of 40 hours or less during that work week. When conditions on the Project cause the Contractor to stop work or be unable to commence work on the day in question the Contractor will notify the Local Unions and the employees at that time that Friday or Saturday, as the case may be, will be a make-up day for the affected operation(s) and the Friday or Saturday work will then be at straight time for the day or any portion of the work day that work was stopped. The balance of the day on Friday or Saturday, if any, will be at time and one-half (1/2) the straight time rate of pay. If the Contractor seeks to cancel a day's work in advance of that day and to schedule the following Friday or Saturday as a make-up day, the determination of whether the Contractor is unable to perform the affected work operation(s) shall be jointly made between the Contractor and the involved Local Unions, the Local Unions' agreement not to be unreasonably withheld."

This matter has been reviewed by the Department of Law.

I recommend approval of the attached proposed Resolution.

